Between

# Algoma Steel Inc

and

The United Steelworkers on Behalf of itself and its

Local 2724

Updated March 2023

# Collective Agreement Section

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# Letter of Agreement BETWEEN Algoma Steel Inc. (Hereinafter referred to as the Company) AND

United Steelworkers Local 2724 (Hereinafter referred to as the Union)

# Re: Geographic Scope and Bargaining Rights

- 1. If the Company purchases another entity within the geographic scope of the Union's bargaining rights that is engaged in a business related to the core business of Algoma, the Company shall recognize the Union as the exclusive bargaining agent for a bargaining unit comparable to that under the existing collective agreement.
- 2. If the Company relocates one or more of the functions currently performed by Local 2724 members to another location in Ontario, but outside the geographic scope of the Union's bargaining rights, the Company shall apply the terms and conditions of the collective agreement to those employees performing those functions.

For the Company For Local 2724

Let 121021 All Celler

the Company For Local 2724

Date: 21/1/1/2019

# **Letter of Commitment**

BETWEEN
Algoma Steel Inc.
(Hereinafter referred to as the Company)
AND
United Steelworkers Local 2724
(Hereinafter referred to as the Union)

Re: Notification of newly created Excluded jobs

The Company fully acknowledges its contractual commitments as detailed in Article 1.01.11. To avoid future instances of failing to notify the Local Union of the creation of excluded jobs newly created, a Role Establishment SOP will be developed that includes a section requiring that the Local Union be notified before the position is established in the SAP system. This SOP will be reviewed with the Local Union and any feedback considered.

For the Company

For the Company

for Local 2724

Leenough Colan

For Local 2724

## BETWEEN

# ESSAR STEEL ALGOMA INC. (hereinafter referred to as the Company)

## AND

# THE UNITED STEELWORKERS LOCAL 2724 (hereinafter referred to as the Union)

# Re: Article 4

Prior to the assignment of any of the duties listed in Article 4.02 to any employee not in management or the local union, the parties shall meet to discuss the appropriateness of such assignment.

Should the local disagree with the assignment of the duties, the matter may be referred to referees and, if necessary, arbitration in accordance with Article 1.01.12. If the matter is referred, the assignment will be delayed pending the outcome of the dispute resolution process.

Jenem Nangela For the Company

) Carlo

Resigned Without Amendments

## BETWEEN

# ALGOMA STEEL INC. (hereinafter referred to as the Company)

## AND

# THE UNITED STEELWORKERS LOCAL 2724 (hereinafter referred to as the Union)

# **OVERTIME AVERAGING AGREEMENT**

# Preamble

The Company and Union recognize there are situations where it may be beneficial for employees to establish special scheduling arrangements of up to twelve hours per shift and forty-eight hours per week. Where such a scheduling arrangement is implemented, it must be approved by the President of Local 2724 and the Manager of Human Resources in the form of this binding Letter of Agreement.

Employees who work under an alternate shift schedule will have their hours of work averaged for the purposes of determining their entitlement to overtime pay.

In accordance with section 22 of the *Employment Standards Act, 2000*, the parties agree as follows:

- 1. Scheduling Area [to be filled in on an area-by-area basis specifying to which employee group the agreement applies]
- 2. **Schedule** In accordance with the attached schedule, employees will be scheduled up to twelve (12) hours per day and forty-eight (48) hours per week at straight time. In addition, for the purposes of overtime averaging, the schedule indicated above will average forty hours per week **up to 8 weeks**.
- 3. **Lunch Breaks** Employees who work under a special shift arrangement will receive two periods of thirty (30) minutes for eating lunch at a designated lunch room or area away from the immediate work area on each 12-hour shift.
- 4. **Overtime** Premium pay will be paid for all hours worked in excess of the regular shift pattern shown on the attached schedule.

- 5. Time off in lieu An employee may be compensated for overtime hours by receiving one and one-half hours of paid time off work for each hour of overtime worked instead of overtime pay if,
  - (a) the employee and the employer agree to do so; and
  - (b) the paid time off work is taken within 12 months of the work week in which the overtime was earned.
- 6. This agreement will be renewed each year, unless either party serves notice 60 days prior to the termination date of the ESA Approval for Excess Weekly Hours of Work issued under Section 22.1 of the Act.

For the Company

For the Company

For Local 2724

RUMAKEL

Resigned with Amendments

Original Dated: August 1, 2007

# Letter of Understanding BETWEEN Algoma Steel Inc. (Hereinafter referred to as the Company) AND

United Steelworkers Local 2724 (Hereinafter referred to as the Union)

# Re: Extra Hours of Work Agreement

In accordance with Section 17 of the Employment Standards Act, 2000, the parties agree as follows:

- 1. Regular Work Day The regular work day for employees has been established as either eight (8), ten (10) or twelve (12) hours per day.
- 2. Extra Daily Hours The Union consent on behalf of employees in the bargaining unit to allow them to work beyond their regular work day to the daily maximum allowed by the Act.
- 3. Extra Weekly Hours The Union also consents on behalf of employees in the bargaining unit to allow them to work beyond 48 hours in a week, to a maximum of 60 hours in a week.
- 4. **Scheduling** Scheduling of extra hours shall be in accordance with the scheduling provisions of the collective agreement.
- 5. **Terms** The parties agree that this agreement may not be revoked prior to the expiry of the term of the collective agreement, except with the parties' mutual consent. This agreement will automatically terminate with the expiry of the collective agreement, unless the parties agree to continue its terms.

This agreement will be renewed unless either party serves notice 60 days prior to the termination date of the ESA Approval for Excess Weekly Hours of Work issued under Section 17.1 of the Act

For the Company

For the Company

For Local 2724

For Local 2724

Resigned

Between

Algoma Steel Inc

And

USW Local 2724

# **Re: Alternate Scheduling Arrangements**

In accordance with Article 5.02.01 of the Collective Agreement between the parties, employees shall be scheduled as provided in the Agreement for the work which is available. The Company and Union recognize there are situations where it may be beneficial to establish alternate scheduling arrangements of up to twelve hours per shift and forty-eight hours per week.

# Scheduling Patterns

The parties agree that schedule patterns will meet the following rules:

- · Shifts will be no longer than 12 hours
- A regular work week will be scheduled no more than 48 hours.
- There will be no more than 3 consecutive 12 hour night shifts or 4 consecutive 10 hour night shifts scheduled
- There will be no more than 5 consecutive 10 or 4 consecutive 12 hour shifts scheduled.

Provided the above conditions are met the schedule pattern will be permitted.

# Meal Breaks

• Twelve hour shifts will be allocated two meal periods of 30 minutes each.

#### Overtime Eligibility

- Overtime will be paid for all hours worked in excess of the regular shift pattern shown on the most recent schedule, i.e. extended shifts, additional shifts.
- There will be no pyramiding of overtime.

#### Averaging Period/Weekly Hours

- The period over which overtime will be averaged will be dependent on the scheduling pattern. The maximum averaging period will be 8 weeks. Employees will be advised of the overtime averaging period applicable to their schedule pattern.
- The maximum weekly worked hours will be set at 60 hours per work week.

# Statutory Holiday

- Entitlements are to be provided in accordance with Article 6 & the LOA RE: Compensating Time Off for Continuous Operations Employees.
- Employees who are <u>not</u> required to work on a Statutory Holiday because the Company has curtailed the workforce will be entitled to 8 hours statutory holiday pay and 4 hours regular pay so that the total pay for the workweek is not reduced.

Subject to the foregoing, the Company maintains all other rights and obligations regarding scheduling pursuant to the collective agreement

Date: November 7, 2022	
For the Company	For the Union
	Californ Medican

# Letter of Agreement BETWEEN Algoma Steel Inc. (Hereinafter referred to as the Company) AND United Steelworkers Local 2724

United Steelworkers Local 2724 (Hereinafter referred to as the Union)

# Re: Overtime Offered to BU members

Overtime will be offered to employees within the bargaining unit prior to using an hourly replacement or contractor for periods of less than one week.

If the vacancy is anticipated or known to last more than one week, then the current practices of sourcing replacements will apply.

For the Company

For Local 2724

For the Company

For Local 2724

Date: 2/16/1/1/1

Letter of Agreement Between Algoma Steel Inc And USW Local 2724

Re: Compensating Time Off (C Time) for Continuous Operations Employees

# 21st Turn/Banked Overtime

Employees who are required to work overtime, including the 21<sup>st</sup> turn, will be paid overtime in accordance with Article 5.04 of the Collective Agreement.

Employees may request time off (C time), must be approved by the manager, in lieu of the straight time portion for any hours worked as overtime and will be paid the premium portion for the hours worked.

#### For clarity:

- An Employee who works overtime will be paid the additional overtime shift plus their monthly safary
- An Employee who works overtime, i.e. 21<sup>st</sup> turn, and requests to bank C time, and is approved by the manager, will be paid their base monthly salary plus the premium portion of the overtime shift they worked, i.e. 12 hours of ½ time, and bank the C time
- The C time will then be banked at straight time to be used at a later mutually agreed upon date.
- C time, will be paid at straight time and, wherever possible, be taken in full blocks.

## Statutory Holiday

Employees who are required to work on a Statutory Holiday will be paid premium rates in accordance with Article 6.04.10 & 6.04.20.

Employees working a Statutory Holiday are also entitled to 8 hours of Statutory Holiday pay in accordance with Article 6.03.10.

Employees who work a Statutory Holiday may request, must be approved by the manager, the 8 hours of Statutory Holiday pay be banked as C time in lieu of pay provided for under Article 6.03.10.

## For clarity:

- Any hours worked on a Statutory Holiday will be paid in accordance with Article 6.04.10 or 6.04.20.
   This premium portion will be on top of the base monthly salary.
- Whether a continuous operations employee is scheduled on a Statutory Holiday or not, they will receive their base monthly salary <u>and</u> in addition, at straight time, either 1) 8 hours of banked C time for the Statutory Holiday, must be approved by the manager, or 2) 8 hours of Statutory Holiday pay, except as outlined in Article 6.03.20.
- The C time will then be banked at straight time to be used at a later mutually agreed upon date.
- C time, will be paid at straight time and, wherever possible, be taken in full blocks.

The L3 manager or higher will be responsible for auditing the "C" time; it is recommended that the audit occur on a 6 months basis. Any discrepancies be will be adjusted accordingly.

Employees exceeding their earned entitlement will be notified of the amount owing prior to any reimbursement being made. Options for reimbursement will include; have their vacation entitlement or C time entitlement for the following year reduced accordingly and financial reimbursement subject to the amount being deducted not resulting in financial hardship on a full amount basis

Any remaining balances from the previous calendar year will be paid out as per Article 14.03.5.

Date: November 7, 2022	
For the Company	For the Union
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	Race ar

# Letter of Agreement BETWEEN Algoma Steel Inc. (Hereinafter referred to as the Company) AND

United Steelworkers Local 2724 (Hereinafter referred to as the Union)

# Re: Supervisor Entitlement for Overtime, Standby, Call Out and Off Hour Calls Compensation

An employee who is denoted as a supervisor in Appendix F is subject to the modification under 5.04.10, paragraph 3. In addition, supervisors are not entitled to any guarantee under Article 5.06.10 or standby pay under Article 5.06.20, but remain entitled to any applicable overtime pay. In addition, supervisors are not entitled to any compensation under Article 5.06.30. In return, supervisors will receive two (2) Compensating Days annually.

The Role Specification for all Supervisory roles will be amended to include reference to the fact that these employees have an expectation to make themselves 'reasonably available' on their off hours to respond to calls. Should a supervisor believe that they are receiving unnecessary or frivolous calls in their off hours, they will first raise their concern with their immediate manager. Failing satisfactory resolution, the matter will be raised with their General Manager and the Manager – Human Resources. As a general guideline, no supervisor should spend more than 1 hour per day in their off shift time addressing workplace concerns.

This letter of agreement will be reviewed on a semi-annual basis to identify frivolous and unnecessary requests related to being on standby, call outs and resolutions of problems remotely. As above should a supervisor believe that they are receiving unnecessary or frivolous requests in their off hours, they will first raise their concern with their immediate manager. Failing satisfactory resolution, the matter will be raised with their General Manager and the Manager—Human Resources.

Date: 21 Rd 70/4

## BETWEEN

# ALGOMA STEEL INC. (hereinafter referred to as the Company)

## AND

# THE UNITED STEELWORKERS LOCAL 2724 (hereinafter referred to as the Union)

# Re: Use of Cellular Phones Off Site

Where cellular phones have been supplied to employees for use in the plant such phones may be voluntarily used by employees off site, during non-working hours, subject to the following conditions:

- 1. Employees may use the phones for personal phone calls, however, it is expected that employees will exercise discretion.
- 2. Employees answering work related calls on a cellular phone will be paid the amount to which they are entitled under Article 5.06.30.
- 3. Where an employee is unable to resolve the problem via cellular phone and is required to go to the plant, he shall be paid in accordance with Article 5.06.10.
- 4. For supervisors, the above is subject to terms of the Letter of Agreement Re: Supervisor Entitlement for Overtime, Standby, Call Out and Off Hour Calls Compensation

For the Company

For the Company

Resigned With Amendments

For Local 2724

For Local 2724

## BETWEEN

# ESSAR STEEL ALGOMA INC. (hereinafter referred to as the Company)

# AND

# THE UNITED STEELWORKERS LOCAL 2724 (hereinafter referred to as the Union)

Re: Article 6.03.20 - Designated Stat. Day

In instances where the down day statutory holiday falls on a weekend and an alternate day is designated, employees working on that designated day will be paid as if they worked on the down day. An employee will only be entitled to the statutory pay for working the down day or the designated day, not both.

For the Company

For the Company

2011 Date For Local 2

Original Dated: August 1, 2007

# BETWEEN

# ESSAR STEEL ALGOMA INC. (hereinafter referred to as the Company)

## AND

# THE UNITED STEELWORKERS LOCAL 2724 (hereinafter referred to as the Union)

Re: New Entrants into Local 2724

The Company agrees that new entrants into Local 2724 will be scheduled to attend a Company paid Union Orientation of up to 3 hours in length.

For the Company

Lartha Campani

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Resigned Without Amendments

# **MEMORANDUM OF UNDERSTANDING**

# BETWEEN

ESSAR STEEL ALGOMA INC. (hereinafter referred to as the Company)

# AND

# THE UNITED STEELWORKERS LOCAL 2724 (hereinafter referred to as the Union)

Re: Local 2251 Letter of Agreement - Article 7.12.12

It is agreed that the Letter of Agreement Re: Article 7.12.12 signed with Local 2251 on July 21, 2007 will not be interpreted in any way that will affect the job posting provisions of Article 7.06.10.

Source Someony For the Company

For the Company

Oct 26, 2011 Date

Original Dated: August 1, 2007

## BETWEEN

# ALGOMA STEEL INC. (hereinafter referred to as the Company)

## AND

# THE UNITED STEELWORKERS, LOCAL 2724 (hereinafter referred to as the Union)

# RE: Layoff and Reduction in Force

## Overview

The provisions of Article 7.10.10 in the Collective Agreement detail the agreed-to provisions regarding lay-offs and reductions in force.

# This Article states;

"If, during the term of this Agreement it is found to be necessary to lay off employees the Company and the Local Union will agree on the process to be used prior to any lay off taking effect. No employee will be laid off if there is a junior employee on a job which the senior employee is capable of doing within an eight (8) week training period."

This Letter of Agreement is to be used after all attempts under the provisions of Article 7.08 (Assignment & Reassignment) have been exhausted and the parties do not agree to another lay off process.

# Procedure

The following details the procedure to be followed in the event a lay-off in excess of one month becomes necessary:

 Employees identified as being displaced from their current occupation (i.e. the 'displacing employee'), will be identified and placed on a listing to be provided to the Local 2724 Executive. A summary of each employee's academic background and prior work experience should be compiled and included on the listing to assist the parties in executing the lay-off procedure.

- 2. As a first step, a listing of any employees not represented by Local 2724 (including contractors) working on a Local 2724 position should be identified. No contractor shall perform bargaining unit work while a trained and available employee is laid off.
- 3. The displacing employee who is re-assigned to alternate work, will be reassigned by the parties with the intent to displace the most junior employee within 2724, including those temporarily assigned into Local 2724. In identifying the reassignment, the following rationale should be used:
  - Has the displacing employee performed this function/position previously?
  - Is the displacing employee suited for this function/position based upon their prior experience and/or academics?
  - Is the displacing employee capable of performing the work within an eight (8) week time period without having an unacceptable impact upon the efficiency of the operation (i.e. this will also include the physical ability to perform the work)?
- 4. The order of displacement as per the provisions of item #3 above should be as follows:
  - Employees not represented by Local 2724 (including contractors) performing work of the Bargaining Unit in the displacing employees department,
  - ii. Employees not represented by Local 2724 (including contractors) performing work of the Bargaining Unit throughout the operations,
  - iii. The most junior employee represented by Local 2724 where the displacing employee is capable of performing the work given an eight (8) week training period.
- 5. If the employee is reassigned to a job with a lower Standard Rate the employee's current rate will be frozen until such time as the Standard Rate is equal to or greater than the employee's current rate of pay.
- 6. The foregoing process will continue until no further displacements are reasonably possible.

7. At the conclusion of this process, the parties will meet to identify any concerns/issues resulting from the application of this procedure and work towards an acceptable resolution.

For The Company

For The Company

For The Union

For The Union

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Resigned with Amendments

Original dated: July 30, 2010

Between

Algoma Steel Inc

And

USW Local 2724

# RE: INCOME SECURITY

As per the Memorandum of Agreement dated January 19, 2000, the parties agree to the following: Layoffs will only take place in situations where there is no available work which those to be laid off are reasonably capable of performing.

The program shall apply to:

- (i) everyone hired prior to January 1, 1995
- (ii) an employee hired after January 1,1995 who has accumulated 6,000 hours since his last date of hire as a regular employee, excluding vacation hours and hours that qualify for overtime rates.

Laid off employees shall receive the following throughout their layoff:

- (a) For the initial 4 week period following layoff employees will receive supplemental payments such that the sum of the supplemental payment and any E.l. benefits or similar government benefit available to laid off Algoma employees equal 75% of the laid off employee's regular weekly earnings at the time of layoff calculated using the average earnings in the last 800 hours worked.
- (b) continued coverage under the Company's extended health and insurance benefit plan.
- (c) continued accrual of pension credits and vacation entitlement.

Long service employees who are laid off will then receive the following:

- (i) For employees with 5 years but less than 10 years of service:
  - (a) continuation of pension credits;
  - (b) continuation of coverage under the Extended Health Benefit Plan;
  - (c) both (a) and (b) to run for a maximum of 42 weeks (i.e. the total period a laid off employee would normally receive E.l. benefits).
- (ii) For employees with 10 years of service but less than 20 years of service:
  - (a) continuation of pension credits;
  - (b) continuation of coverage under the Extended Health Benefit Plan;
  - (c) a weekly supplementary payment of \$450 per week for the 80 weeks immediately following the exhaustion of E.I. benefits;
  - (d) both (a) and (b) to run for a maximum of 122 weeks.
- (iii) For employees with 20 years of service or more:
  - (a) continuation of pension credits:
  - (b) continuation of coverage under the Extended Health Benefit Plan;

- (c) a weekly supplementary payment of \$450 per week for the 260 weeks immediately following the exhaustion of E.l. benefits;
- (d) both (a) and (b) to run for a maximum of 256 weeks.
- (iv) Employees who accept permanent employment with another employer will not be eligible for Income Security.
- (v) Covered benefits include drugs, dental, Major Medical Benefits, life insurance coverage at the current level of earnings and Accidental Death and Dismemberment.
- The program will be initially designed and adjusted from time to time so as to minimize the cost to the Company through the utilization of all available government programs providing unemployment insurance payments or other benefits to laid off workers.
- The Company will pay the appropriate rate under the corporate travel policy, as amended from time to time, to an employee who is provided with available work at a distant location. Specifically, any such employee will be paid 280 miles for a return trip between Sault Ste. Marie and Wawa for each week he is so assigned.
- No employee will be required to travel to a distant location for work that is less than ten (10) working
  days.
- The Company shall finance the Program out of general corporate revenue.
- Employees who are laid off as a result of a labour disruption or dispute at A.S.I. shall not be eligible for the Program.
- Where work is not available as a result of short term equipment breakdown, process failure, etc., affected employees will be reassigned to meaningful work or training.
- Employees who are not scheduled to work a full working week because work is not available will be covered by this Income Security Program.
- Employees who work less than a full work week because of a personal request will not be covered by the Income Security Program.
- Employees who do not work a full work week but who have been deemed notified in accordance with the provisions of the Collective Agreement will not be covered by this Income Security Program.

Original date: March 14, 2000 Amended: October 26, 2011

Last Date Amended: November 7, 2022

For the Company	For the Union
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# **MEMORANDUM OF UNDERSTANDING**

# **RE: INCOME SECURITY**

If, after qualifying for Income Security, a member works twenty (20) hours or more in a 7-day work week, and is subsequently laid off, the member re-qualifies for four (4) weeks of Income Security payments.

For the Company

B.W. Bos

For the Union

For the Company

For the Union

# SUPPLEMENTAL UNEMPLOYMENT BENEFIT PLAN

#### BETWEEN

#### ALGOMA STEEL INC.

(hereinafter referred to as "the Company")

#### AND

#### THE UNITED STEELWORKERS LOCAL 2251 and 2724

(hereinafter referred to as "the Unions")

#### ARTICLE 1

## 1.01 Application

This supplementary Unemployment Benefit Plan (herein called the "Plan") is applicable to employees of the Company who are members of the Union's Locals 2251 and 2724 and salaried employees, excluding Department heads and those above Department Head, who are not members of the aforementioned bargaining units. Specifically excluded are employees hired on individual personal service contracts, employees hire for a definite term or task, and those employees hired after January 1, 1995 who have not accumulated 6,000 hours since the last date of hire as a regular employee, excluding vacation hours and hours that qualify for overtime rates.

## 1.02 Definitions

#### In the Plan

- a. "Employee" means an employee of the Company as defined in 1.01.
- b. "Company" means Algoma Steel Inc.
- c. "Week" means one full work week applicable to the employee.

## **ARTICLE 2**

# 2.01 Eligibility for Supplementary Unemployment Benefits

Subject to the remaining provisions of Article 2, the Plan shall pay a supplementary unemployment benefit to an employee for each week of layoff in any period of laying which commences after August 1, 2022, resulting from a temporary stoppage of work and, this does not include permanent or permanent partial shutdown or reorganization resulting in permanent loss of employment, provided that:

An employee has applied for and is in receipt of unemployment insurance benefits, the rate of
which has been verified by the Company obtaining a computer printout from the commission;
or, is not in receipt of E.I. benefit if the only reason for non-receipt is that the employee:

- i. is serving the one week E.I. waiting period, or
- ii. has insufficient weeks of insurable employment to qualify for E.I., or
- iii. has exhausted their entitlement to E.I., and
- Payment may also be made to employees in a training program where the training plan is
  acceptable to the E.I. Commission and trainees continue to be eligible to receive E.I. benefits.
  This does not include training under the National Training Act.

#### 2.02 Limitations

Employees have no vested right to monies under this plan except to receive payments as per Article 2.01.

Payments made under this plan will in no way be connected with or constitute any part of any other benefit such as Severance, Termination, Separation, nor any form of retirement or pre-retirement payments.

No supplementary unemployment benefit will be paid to an employee in respect of:

- 1. a week in which an employee is eligible for weekly payments or its equivalent under the Workplace Safety and Insurance Act, or
- 2. a week in which an employee receives any accident or sickness or any other disability benefit, or
- 3. a week in which an employee receives any company pension or retirement benefit.
- 4. a week in which an employee is in receipt of benefits, from any source, designed to compensate for unemployment, which exceeds \$700 per week.
- 5. any week(s) of layoff subsequent to the first four weeks following layoff.

# 2.03 Labour Problems

No supplementary unemployment benefit shall be paid to an employee who is faid off because of a reduction in force which results from a strike, slowdown, failure to report for work, or other interference with production by any employee or employees of the Company at any of the Company's locations or divisions.

## ARTICLE 3

## **AMOUNT OF PAYMENT OF SUPPLEMENTARY UNEMPLOYMENT BENEFITS**

#### 3.01 Amount

Employees will receive supplemental payments such that the sum of supplemental payment and any E.I. benefits or similar government benefit available to laid off employees equal 75% of the laid off employee's regular weekly earnings at the time of layoff calculated using the average earnings in the last 800 hours worked.

## 3.02 Payment

A supplementary unemployment benefit in respect of a week shall be paid in the same manner and at the same time as regular wages would have been paid for such week. SUB payments will be identified separately in the payroll records.

ARTICLE 4

FINANCE

# 4.01 General Revenues

The Company shall finance payment to employees under this plan from general revenue.

ARTICLE S

DISTRIBUTION

#### 5.01 Information

All employees will be advised promptly, in writing, of the terms of the Plan.

**ARTICLE 6** 

TERM

#### 6.01 Duration

This Plan will become effective August 1, 2022 and continue in effect until July 31, 2027. Benefits are payable subsequent to August 1, 2027 until the expiry of this agreement.

#### 6.02 Registration

This Plan is contingent upon and subject to obtaining and maintaining registration from the Service Canada – Supplemental Unemployment Benefit (SUB) Program. The Company will inform the Service Canada in writing, of any changes to the plan within thirty (30) day after the effective date of the change. If at any time while this agreement is in effect, Service Canada withdraws the registration, a revision shall be made to this agreement, which will enable registration to be secured again for the plan.

#### 6.03 Previous plans

This Plan replaces the previous plans in effect from August 1, 2016 to July 31, 2022.

Signed on this, the 25 day of August, 2022.

For the Company

For Local 2724

For Local 2724

Between

Algoma Steel Inc.

And

USW Local 2251 and USW Local 2724

Re: S.U.B Letter of Agreement

It is agreed that the Supplementary Unemployment Benefit Plan between Algoma Steel Inc. and the United Steelworkers on behalf of itself and its Locals 2251 and 2724 dated <u>Class 5</u>, 2022, in no way detracts from or negatively impacts the Income Security Program executed by the parties outlined within this Letter of Agreement

Signed on this, the 25 day of 9

For the Company

For Local 2724

For Local 2724

For Local 2251

## BETWEEN

# ESSAR STEEL ALGOMA INC. (hereinafter referred to as the Company)

## AND

# THE UNITED STEELWORKERS LOCAL 2724 (hereinafter referred to as the Union)

Re: Article 9.01.20

The parties agree that in the event of a question as to whether or not a supervisor has acted in a manner which may have put people reporting to him in an unsafe situation, the Company will, where possible, re-assign the said supervisor to duties which do not require him to be accountable for others safety until an investigation into the matter is completed.

For the Company

2 Carlotte Carlotte

For the Company

Resigned with Amendments

For Local 2724

Original Dated: August 1, 2007

# Letter of Agreement BETWEEN Algoma Steel Inc.

(Hereinafter referred to as the Company)

United Steelworkers Local 2724 (Hereinafter referred to as the Union)

# Re: Supervisory Employee Grievances related to Discipline or Discharge.

- In dealing with supervisory employee grievances arising out of Article 9.01 or Article 9.02, an arbitrator may uphold, remove, or modify any penalty imposed by the Company, other than discharge.
- 2. In dealing with supervisory employee grievances arising out of Article 9.01 or Article 9.02 other than those under paragraph #1 above, the arbitrator shall uphold any discharge imposed by the Company, subject to the remedial authority set out below, unless the arbitrator is satisfied that the discharge was imposed in a manner that was arbitrary, discriminatory, or in bad faith.
- 3. If the arbitrator is satisfied that the discharge was imposed in a manner that was arbitrary, discriminatory, or in bad faith, the arbitrator may remove or modify any discharge.
- 4. Otherwise, the arbitrator shall exercise remedial authority, unless the arbitrator is satisfied that the employee has been guilty of wilful misconduct, disobedience or wilful neglect of duty that is not trivial and has not been condoned by the employer, in which case the discharge shall be upheld without any remedy.
- 5. In those cases where the arbitrator has remedial authority, such authority shall not include reinstatement, but shall include compensation that would equate to the entitlement a non-union employee would have at common law, bearing in mind such factors as the employee's age, years of service, and level of position, to a maximum of eighteen (18) months.

6. Any discharge of a supervisory employee must be approved by the Executive Committee of the Company.

For the Company

For Local 2724

For the Company

For Local 2724

Lecensay Are Com

Date:

# Letter of Agreement BETWEEN ESSAR STEEL ALGOMA INC. (Hereinafter referred to as the Company) AND THE UNITED STEELWORKERS LOCAL 2724 (Hereinafter referred to as the Union)

# Release of Health & Safety Representative.

- In accordance with article 10.10 of the collective agreement the Local is entitled to select one (1) full time health and safety representative.
- The Company agrees to release the individual selected by the Local within a reasonable amount of time (60 calendar days).
- If the Company cannot release the member selected, the Company agrees to supply an alternate member agreed to by both the Local and the Company for the Interim. This is to ensure that the members of Local 2724 have access to a full time member inside the joint health and safety system.

For the Company.

For the Union.

## BETWEEN

# ESSAR STEEL ALGOMA INC. (hereinafter referred to as the Company)

## AND

# THE UNITED STEELWORKERS LOCAL 2724 (hereinafter referred to as the Union)

Re: Article 15.01.10

The parties agree that, where they are unable to agree on the description and/or classification of an occupation, either party may forward the matter for final and binding resolution to a **mutually agreed upon referee**. The costs associated with this resolution process will be shared equally by the parties.

Lessa 10 angelo For the Company

For the Company

For Local 2724

For Local 2724

Cot 26, 2011
Resigned Without Amendments

# BETWEEN

# ESSAR STEEL ALGOMA INC. (hereinafter referred to as the Company)

## AND

# THE UNITED STEELWORKERS LOCAL 2724 (hereinafter referred to as the Union)

Re: Use of NG Salary Grade

The Union will be notified whenever a job is established employing a No Grade (NG) rate with the reason for using the No Grade rate.

For the Company

Factback

Resigned Without Amendments

# BETWEEN

# ESSAR STEEL ALGOMA INC. (hereinafter referred to as the Company)

## AND

# THE UNITED STEELWORKERS LOCAL 2724 (hereinafter referred to as the Union)

# Re: Job Evaluation

The parties agree that, until such time as a new salary scale has been developed and fully implemented, the joint evaluation committee will agree on the appropriate rate for any new or reclassified job.

For the Company

For the Company

For Local 272

For Local 2724

Resigned Without Amendments

## BETWEEN

# ESSAR STEEL ALGOMA INC. (hereinafter referred to as the Company)

#### AND

# THE UNITED STEELWORKERS LOCAL 2724 (hereinafter referred to as the Union)

Re: Job Evaluation Process

It is agreed that the following process will be used when evaluating new Local 2724 jobs or when re-evaluating revised jobs.

# **New Jobs**

- 1. The Department Head will make Human Resources and Union aware of the duties to be performed and the effective date for the new job.
- 2. The Joint Evaluation Committee will put an estimated salary grade and rate on the job.
- 3. Within six (6) months, the job description will be finalized and agreed to by the incumbent(s), Union co-chair of the Joint Evaluation Committee and the Department Head.
- 4. The new job is now ready for evaluation by the joint committee.

# Revised Jobs

- 1. The Department Head will advise Human Resources and the Union of proposed changes to the job.
- 2. Within six (6) months, the revised job description will be developed and agreed to by the incumbent(s), Union co-chair of the Joint Evaluation Committee and the Department Head.
- 3. The revised job is now ready for re-evaluation by the joint committee.

Original Dated: April 9, 2002

### **Evaluation of New or Revised Jobs**

1. Both the Company and Union will prepare a rack-up of the evaluation for new or revised jobs using comparable jobs and existing benchmark jobs.

These rack-ups will be done under both A&S or O&S manuals and also the Hay Manual.

The Company will provide the Union with the benchmark job descriptions and the details of their evaluation under the A&S, O&S and Hay systems.

- 2. Agreement will be reached by the committee on the evaluation for grade based on the A&S or O&S manual.
- 3. Agreement will be reached by the committee on the evaluation for points on the Hay Manual.
- 4. Research will be done on jobs with comparable evaluation on both A&S or O&S and Hay manuals to determine the monthly salary for the job and the retroactivity date as per the Letter of Agreement.

Leresa Dangelo For the Company

For the Company

Oct 26,2011

Resigned Without Amendments

#### BETWEEN

### ESSAR STEEL ALGOMA INC. (hereinafter referred to as the Company)

#### AND

### THE UNITED STEELWORKERS LOCAL 2724 (hereinafter referred to as the Union)

### Re: Retroactivity on Job Re-evaluation

Any increase in the rate of a job pursuant to an agreed to job re-evaluation will be effective from the first day the department head and/or the employee notifies the joint evaluation committee of the change leading to the re-evaluation. The employee will be eligible for retroactivity from that date.

For the Company

Resigned Without Amendments

### MEMORANDUM OF UNDERSTANDING

### BETWEEN

ESSAR STEEL ALGOMA INC. (hereinafter referred to as the Company)

### AND

### THE UNITED STEELWORKERS LOCAL 2724 (hereinafter referred to as the Union)

"When a job is re-evaluated and the incumbent has been performing the duties and functions being evaluated, the incumbent will continue to be paid at their Compa Ratio."

For Local 2724

J. Dangely
For the Company

For the Company

Resigned Without Amendments

Original Dated: August 1, 2007

#### BETWEEN

### ALGOMA STEEL INC. (hereinafter referred to as the Company)

#### AND

### THE UNITED STEELWORKERS LOCAL 2724 (hereinafter referred to as the Union)

#### Re: Job Titles, Rate Changes, Organization Charts and Role Specifications

The Company is committed to working with the Union to **provide the following information:** 

- Organizational Charts containing the Job Number for each position initialed and dated by the Company and Union;
- Role Specifications containing the Job Number for each position initialed and dated by the Company and Union;
- A system to ensure that the Job Titles appearing in the Role Specifications are consistent with those in the Company's Organizational Charts, and;
- A means of identifying on the Role Specifications, Organizational Charts and Appendix "C" of the Collective Agreement, those roles which are included in the various ladders and families.

The Company is further committed to:

- Advise the Union, in writing, of any official changes to an Organization Chart and/or Role Specification;
- The Company will confirm with the Local Union at its monthly Human Resources meeting all changed Role Specifications that have been finalized in the previous month in order that they may be dated and initialed and a proper job re-evaluation may occur. Within 90 days of the ratification of the Collective Agreement, the Company will provide the Union with all valid Role Specifications that cover Local 2724 occupations.
- Ensure that job re-evaluations occur in a timely manner, and;

Provide all employees with their Role Specification at the time of their
 Performance Appraisal or when they request one from their Manager.

For the Company

For the Company

For Local 2724

Lumber Keller

Resigned with Amendments

Original Dated: August 1, 2007

#### BETWEEN

### ESSAR STEEL ALGOMA INC. (hereinafter referred to as the Company)

#### AND

### THE UNITED STEELWORKERS LOCAL 2724 (hereinafter referred to as the Union)

### Re: Education Fund

The Company agrees to contribute \$0.01 per hour worked by each Local 2724 employee to the Local 2724 Union Education Fund. The total amount will be remitted to Local 2724 at the same time as the Company remits regular Union dues.

Rese Dangelo For the Company

For the Company

For Local 272/

For Local 2724

CA-26,2011
Resigned Without Amendments

### BETWEEN

### ALGOMA STEEL INC. (hereinafter referred to as the Company)

### AND

### THE UNITED STEELWORKERS LOCAL 2724 (hereinafter referred to as the Union)

### Re: U.S.W.A. Humanity Fund

The Company agrees to make a payroll deduction of \$0.01 per hour worked from each Local 2724 employee. The total amount deducted from all such employees will be remitted to the Steelworkers' Humanity Fund at the address provided by the Union at the same time as the Company remits regular Union dues. The Company agrees to make a matching contribution.

For the Company

For the Company

Lier nory Mi Coan

For Local 2724

Resigned With Amendments

## BETWEEN ALGOMA STEEL INC. (hereinafter referred to as the Company)

#### AND

### THE UNITED STEELWORKERS LOCAL 2724 (hereinafter referred to as the Union)

Re: Student Rate

As per the Memorandum of Settlement ratified June 26, 2018, the parties have agreed to revise the Summer Student/Co-op Student/Internship rate to \$22.50 per hour.

If on a reasonable determination the student is performing the full scope of work in a given classification, the student will be entitled to receive the full hourly rate for that classification.

A boot allowance of \$100.00 will be provided.

For the Company

For the Company

Resigned with Amendments

For Local 2724

Licensony Recleans

For Local 2724

#### BETWEEN

### ESSAR STEEL ALGOMA INC. (hereinafter referred to as the Company)

#### AND

### THE UNITED STEELWORKERS LOCAL 2724 (hereinafter referred to as the Union)

### Re: Maintenance of Earnings

- 1. An employee whose job is eliminated will receive a Maintenance of Earnings (M.O.E.) rate. The rate will be based on average straight time earnings, excluding COLA, for 12 months or such other period agreed to by the Company and the Union.
- 2. In the event that a reduction in force occurs as a result of a technological change or redesign of the workplace, the employees affected will receive a Maintenance of Earnings (M.O.E.) rate.
- 3. The employee will be paid the M.O.E. rate or the rate of the job the employee is working on, whichever is higher, for all straight time hours worked.
- 4. The M.O.E. will be eliminated when the employee declines to promote in an agreed progression of jobs (ladder jobs), or after 5 years, whichever occurs first.
- 5. The salaried employee who successfully applies for a lower paying occupation than the one to which he is assigned will forfeit his M.O.E.
- 6. The Local and the Company will agree on the effective date for the start of each employee's M.O.E.

For the Company

or Local 2724

For the Company

For Cocal 2724

Cot 20, 2011
Resigned Without Amendments

#### BETWEEN

### ESSAR STEEL ALGOMA INC. (hereinafter referred to as the Company)

### AND

### THE UNITED STEELWORKERS LOCAL 2724 (hereinafter referred to as the Union)

### Re: Maintenance of Earnings Arrangement

The parties agree that the following two employees:

NameOccupationErminio CerelliThin Caster SpecialistPaul AmadioFLS – Primary Scheduling

As a result of obsolescing their previous occupations within Local Union 2724 have been placed on a Maintenance of Earnings arrangement.

The details of this arrangement are as follows:

- Each individual will continue to receive their Maintenance of Earnings rate for the duration of time that they are in their present roles;
- Each individual will continue to receive contractual salary increases;
- Should either employee accept a posting and/or transfer to any other position, they will forfeit their Maintenance of Earnings arrangement.

For the Company

For the Company

For Local 2724

Resigned Without Amendments

#### BETWEEN

### ESSAR STEEL ALGOMA INC. (hereinafter referred to as the Company)

#### AND

### THE UNITED STEELWORKERS LOCAL 2724 (hereinafter referred to as the Union)

### Re: Merit Increases

Employees are entitled to a merit increase at least once per year and should attain the standard rate of their job in two years or less unless their performance does not warrant it.

The manager will meet with the employee to explain the areas requiring attention, using examples. This meeting will also outline the steps that will be taken in order to help the employee achieve standard rate.

Saladar For the Company

Resigned Without Amendments

Original Dated: August 1, 2007

### BETWEEN

### ESSAR STEEL ALGOMA INC. (hereinafter referred to as the Company)

#### AND

### THE UNITED STEELWORKERS LOCAL 2724 (hereinafter referred to as the Union)

### Article 17 Appendices to the Collective Agreement

It is agreed that all appendices referred to in Article 17 are updated, where appropriate, and incorporated, as appendices, in the Collective Agreement expiring July 31, 2014.

Jeresa Dangelo
For the Company

For the Company

For Local 2724

For Local 2724

Resigned With Amendments

### Re: Article 18 - Profit Sharing Plan

The parties have agreed to switch to the fiscal year (i.e. April 1st to March 31st) for the purposes of calculating payouts from our Profit Sharing Plan.

To facilitate the switch to our fiscal year, the parties have agreed to discard the January 1, 2010 to March 31, 2010 quarter and commence the calculations effective April 1, 2010 for the Fiscal 2011 profit sharing year.

The language within Article 18 – Profit Sharing Plan will be amended as follows:

- "Profit sharing will be made in two installments. 50% of the projected profit sharing payments will be paid within 30 days of the release of the Q2 financials."
- "Profit sharing payments for the first two quarters of each fiscal year shall be based on reported unaudited results. The third, fourth and final annual calculations shall be based on audited financial statements for each fiscal year."

For the Company

For the Company

For the Company

For Local 2724

//27/1)

Date

### 2005 Profit Sharing Rules

### Eligibility:

- Employee must have actual hours worked in the year for which profit sharing is being paid.
- 2) Eligible profit sharing hours for the year are capped at 2080.
- 3) Eligible profit sharing hours for the January to June payment are capped at the number of working days (Mon to Fri) in the period times 8hours per day.
- 4) Final payment for the year is calculated as individuals total annual profit sharing amount minus the amount paid in November.
- 5) Payable to all employees with the following Exceptions:
  - contract workers not covered by the union agreements
  - Unless stated All 2724 contract employees are EXCLUDED
     Obtain list of exceptions due to individual contract wording from HR.
    - exempt contract employees not eligible. (G.Hogan, R.German, & D.Pereira)
  - executive (president, vice presidents)
- 6) All 2251 contract employees are INCLUDED in profit sharing

### Definition of eligible hours:

- 1) actual hours worked which including overtime hours.
- 2) scheduled vacations with pay.
- all sick time paid at 100% (sick time paid from day 3 6 months but also includes days 1 and 2 for which vacation or banked time was used).
- 4) absence from work due to occupational disability (WSIB) to a maximum of 1 year or 12 months from the date of injury. If employee uses 5 months in first year he / she is eligible for 7 months of profit sharing in the next calendar year assuming profit sharing is paid in that year. If no profit sharing is paid in the next year the 7 months is NOT carried forward to the next year in which profit sharing is paid.
- 5) Maternity and paternity leaves up to 12 months.
- Jury duty and witness pay.
- 7) Bereavement and funeral pay,
- 8) Union business for 2251 and 2724 locals.
- 9) Union Executive.
- 10) Statutory holidays.
- 11) Out of bank hours.
- 12) Military leaves
- 13) Compassionate leaves

### **Definition of Non-eligible Hours:**

- Days 1 & 2 of sick time for which no vacation or out of bank time was used.
- Leaves of absence for USWA International. Norm MacKay EXCLUDED, Gary Premo 59275, Dave Pettalia 77874 and Dan Lewis 78429 are INCLUDED in profit sharing.
- 3) Absences for which earnings continuance is paid at 55% (STD / LTD)
- 4) Personal leaves of absence.

We have calculated the entitlement for those who work 7.75 hours in the same way as has been done since 1996. Local 2251 has filed a grievance disputing this calculation.

President - Local 2251

Rupetty (201826)

For the Company

Dated: March 9 / 2006

# Letter of Agreement BETWEEN Algoma Steel Inc. (Hereinafter referred to as the Company) AND United Steelworkers Local 2724

United Steelworkers Local 2724 (Hereinafter referred to as the Union)

### Re: FLS Selection Process

The Company and Union have agreed to extend the Selection Process to cover Front Line Supervisors, along with all other positions in the bargaining unit. In terms of the Selection Process Step 6, in the event that factors are relatively equal, and the Selection Committee cannot reach a consensus, and provided that the Company is acting in a good faith manner that is not arbitrary or discriminatory, the Company will have the final discretion to choose the successful applicant.

For the Company

For the Company

For Local 2724