

# Letters of Agreement

Between

## Algoma Steel Inc

and

The United Steelworkers on Behalf of itself and its

## Local 2724

Updated August 2019

# Collective Agreement Section

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1. Geographic Scope & Bargaining Rights (Article 1.01.10) - New
2. Notification of newly created Excluded jobs (Article 1.01.11) – New

## ***Article 3-Discrimination***

3. Harassment not covered by Human Rights (Article 3.01 & 3.02) - Amended
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- 14.-15. Compensating Days Off – Employees scheduled on a continuous operation – Amended

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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.

  
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For the Company

  
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For Local 2724

  
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For the Company

  
\_\_\_\_\_  
For Local 2724


Date: 21 Sep 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)**

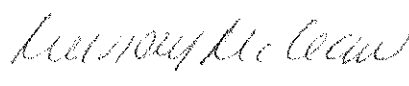
**Re: Notification of newly created Excluded jobs**

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.

  
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For the Company

  
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For the Company

  
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For Local 2724

  
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For Local 2724

Date: 21 Feb 2019

Letter of Agreement

BETWEEN

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

AND

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


Re: Harassment Not Covered By Human Rights

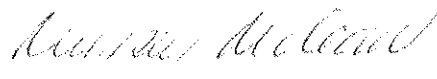
The Company and Union will not tolerate harassment in the workplace of one member of the bargaining unit by one or more employees. It is the responsibility of the employee being harassed to inform the harasser(s) that their conduct is unacceptable. Where the harassment continues the Company and Union will jointly investigate at the request of the employee being harassed. Notwithstanding the seniority provisions of Article 7, should the Company and Union agree, as a result of such investigation, **the harasser(s) should be removed** from the shift or area, the Company and Union will agree to the details of such reassignment.

Where a bargaining unit member presents facts or evidence that purports to substantiate harassment of that employee by someone other than a member of this bargaining unit, to a member of the Local Union Executive, the chairman of the Grievance Committee shall present such evidence to the Manager – Human Resources.

  
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For the Company

  
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For Local 2724

  
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For the Company

  
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For Local 2724

  
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Date - Resigned With Amendments

Original Dated: January 19, 2000

**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)**

**Re: Anti-Sexual and Anti-Racial Harassment**

**Practice:** The United Steelworkers and Essar Steel Algoma Inc. are committed to providing a work environment where the right of employees to be free from harassment or discrimination is maintained and equality of treatment in accordance with the Human Rights Code is assured.

1. Management, the Union and all employees shall maintain a working environment which is free from sexual and/or racial harassment.
2. For the purpose of this clause "Sexual Harassment" includes:
  - i) Unwanted sexual attention of a persistent or abusive nature, made by a person who knows or ought reasonably to know that such attention is unwanted;
  - ii) implied or expressed promise of reward for complying with a sexually oriented request;
  - iii) implied or expressed threat or reprisal, in the form of either actual reprisal or the denial of opportunity, for refusal to comply with a sexually oriented request; or
  - iv) sexually oriented remarks and/or behavior which may reasonably be perceived to create a negative psychological and/or emotional environment for work and study.
3. For the purpose of this clause "Racial Harassment" includes"
  - i) engaging in a course of comment or conduct that is known or ought reasonably to be known to be unwelcome where such comment or conduct consists of words or actions by a member of management, a co-worker, or an employee, which disrespects or causes humiliation to the person because of his or her race, colour, creed, ancestry, place of origin or ethnic origin.

4. The parties agree to continue the program to provide a minimum one hour awareness training to the workforce. Management agrees to the posting of the policy.

### **Investigation and Resolution Procedure**

- A) Management and the Union will establish a mutually acceptable procedure for investigation and resolution of discriminatory harassment. Each party will designate one person who will be the designated Management and Union representative for purposes of investigating allegations.
- B) In addition to the investigative procedure established, the following Appeal procedure is established in the event that an allegation is not satisfactorily resolved:

- i) The employee who claims a personal violation of the Policy may within thirty (30) days of the date he/she is advised of the results of the investigation, appeal the allegation in writing to the two person Appeal Committee as established hereinafter. The Committee will as soon as possible, following receipt of written appeal, meet and review the facts pertaining to the allegation. The Appeal Committee may, at their discretion, seek any additional pertinent information by interviewing the complainant and other employees. The Committee may attempt to resolve the allegation by suggesting a course of action to the appropriate Management and Union designated representatives.

In the event that the allegation is not resolved in this manner, the Committee will prepare and issue a report of their findings and recommendations.

Such report will be issued in confidence to the designated representatives who shall endeavour to resolve the allegation with the Complainant and Management.

In the event the matter continues to be unresolved, management will determine whether an employee has been in violation of the Policy and what appropriate disciplinary action will be taken.

Nothing herein precludes or limits the employee's entitlement to pursue a complaint through the grievance procedure with regard to any disciplinary action taken against him/her.

- ii) The Appeal Committee will be composed of one person designated by the U.S.W District 6 Director as reference in the Union's Policy document re: Discriminatory Harassment and one person appointed by senior management.

The two persons so appointed will remain the permanent Appeal Committee to investigate and attempt to resolve all appeals.



- iii) The Union or Management may substitute another person as their permanent designated Appeal Committee member but it is intended by both parties that their designated member be appointed on a long term basis where possible.

It is understood and agreed that the procedure established to investigate and resolve harassment complaints does not deny any employee from pursuing his/her complaint through the applicable legislative or grievance procedure and the confidential internal procedure is intended as an alternative process which the individual may elect at his/her option.

It is further understood that any complaint pursued through the internal procedure shall not be arbitratable, nor shall any documents, reports, discussions or information arising out of or during the procedure be introduced as evidence or referred to in any other legislative procedure.

The perpetrator who is found guilty, as a result of a full investigation, may be re-assigned to another location, or time of work, wages, etc. regardless of his/her seniority. Such detriment shall fall upon the perpetrator and not upon other bargaining unit employees.

Teresa D'Angelo  
For the Company

Shelley  
For Local 2724

Sharon  
For the Company

Kyle  
For Local 2724

Oct 26, 2011  
Resigned With Amendments

Original Dated: March 14, 2000

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)

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.

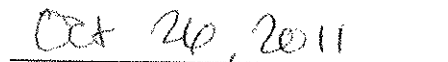
Should the local disagree with the assignment of the duties, the matter may be referred to referees and, if necessary, arbitration in accordance with Article 1.01.12. If the matter is referred, the assignment will be delayed pending the outcome of the dispute resolution process.

  
For the Company

  
For Local 2724

  
For the Company

  
For Local 2724

  
Resigned Without Amendments

Letter of Agreement

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:

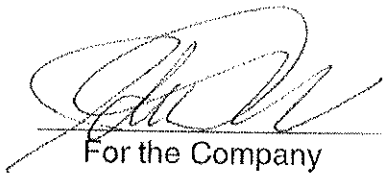
1. **Scheduling Area** – [to be filled in on an area-by-area basis specifying to which employee group the agreement applies]
2. **Schedule** – In accordance with the attached schedule, employees will be scheduled up to twelve (12) hours per day and forty-eight (48) hours per week at straight time. In 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

  
For Local 2724

  
Resigned with Amendments


Original Dated: August 1, 2007

**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: Overtime Offered to BU members**

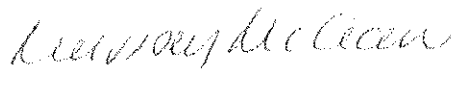
Overtime will be offered to employees within the bargaining unit prior to using an hourly replacement or contractor for periods of less than one week.

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

  
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For the Company

  
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For the Company

  
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For Local 2724

  
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For Local 2724

Date: 21 Feb 2019

Letter of Agreement

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**

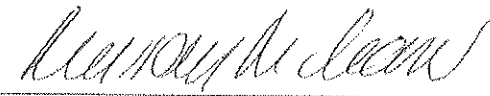
Where cellular phones have been supplied to employees for use in the plant such phones may be voluntarily used by employees off site, during non-working hours, subject to the following conditions:

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 Local 2724

  
For the Company

  
For Local 2724

  
Resigned With Amendments

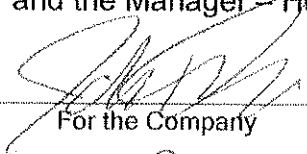
**Letter of Agreement  
BETWEEN  
Algoma Steel Inc.  
(Hereinafter referred to as the Company)  
AND  
United Steelworkers Local 2724  
(Hereinafter referred to as the Union)**

**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.

  
For the Company

  
For Local 2724

  
For the Company

  
For Local 2724

Date: 21 Feb 2019

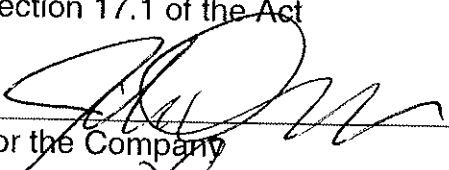
Letter of Understanding  
BETWEEN  
Algoma Steel Inc.  
(Hereinafter referred to as the Company)  
AND  
United Steelworkers Local 2724  
(Hereinafter referred to as the Union)

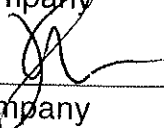
**Re: Extra Hours of Work Agreement**

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.

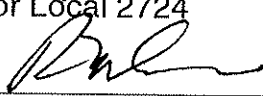
This agreement will be renewed unless either party serves notice 60 days prior to the termination date of the ESA Approval for Excess Weekly Hours of Work issued under Section 17.1 of the Act

  
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For the Company

  
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For the Company

  
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Resigned

  
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For Local 2724

  
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For Local 2724



**Letter of Agreement**

**BETWEEN**

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

**AND**

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

**Re: Compensating Days Off**  
**Employees Scheduled On A Continuous Operation**

Employees will normally be paid overtime rates for all eligible scheduled overtime. In the case of the 21<sup>st</sup> turns or Statutory Holidays worked in a continuous operation however, in lieu of the pay provisions of Articles 5.04.10, 6.04.10 and 6.04.20, hours scheduled in such circumstances must be accumulated as Compensating Days or "C" days. Because of the nature of rotating days off schedules, it is possible for employees on such schedules to predetermine the extra shifts they will work on the 21<sup>st</sup> turn and on Statutory Holidays.

One compensating day will be granted to employees in continuous operations under the following circumstances:

1. An employee is scheduled to work the 21<sup>st</sup> turn on a rotating days off schedule. Entitlement will be one "C" day for each such shift worked.
2. An employee is scheduled to work on a regular Statutory Holiday on a rotating days off schedule. Entitlement will be one "C" day for each such Statutory Holiday worked.
3. An employee is scheduled to work on a "Down" Statutory Holiday on a rotating days off schedule. Entitlement will be one "C" day for each such "Down" Statutory Holiday worked plus 100% of his normal hourly rate.

The shifts that qualify for "C" days will be audited by the Department Head on a six month basis. Discrepancies in the shifts that were projected to be worked and were actually worked will be adjusted for the following six months.

These "C" days will be accumulated into full weeks and scheduled in advance in conjunction with the regular vacation schedule to the limit possible with the available employees on the job. These extra weeks will be known as "C" weeks. All predetermined extra days not scheduled as "C" weeks and all other periods will fall under the normal overtime payment provisions.

"C" weeks will be scheduled in the following order of priority until all weeks available without the use of replacement foremen (or equivalent) are filled:

1. Regular vacation weeks,
2. "C" weeks,
3. Vacation bonus days.

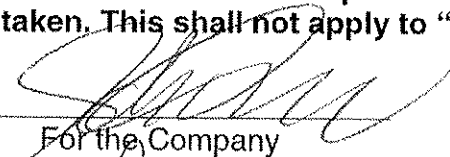
All "C" weeks must be identified as "VC" days on the vacation schedule and those weeks, as well as Vacation Bonus days, are subject to cancellation on short notice by the Department Head.

Other authorized overtime of at least 1 consecutive hour in duration which cannot be predetermined and is worked by the employee may be taken as "C" days in lieu of overtime pay. The time off will be equivalent to the time that was worked in qualifying for the overtime pay. Scheduling of such "C" days shall be by mutual agreement of the employee and the Department Head. If operating conditions prohibit an employee from being scheduled for "C" days in this category within 6 months of the "C" day being earned, the Department Head may process the time earned for payment.

### **Employees Working In Other Than a Continuous Operation**

Any other employee who is not involved in a continuous operation on a rotating days off schedule and who is entitled to overtime pay in accordance with Articles 5.04.10, 5.06.10, 6.04.10 or 6.04.20 may elect to take time off in the form of Compensating Days or "C" days in lieu of the overtime pay in respect of time worked of at least 1 consecutive hour duration. The time off will be equivalent to the time that was worked in qualifying for the overtime pay except for work on a "Down" Statutory Holiday in which case the employee will be paid 100% of his normal hourly rate in addition to the time off. Scheduling of such "C" days shall be by mutual agreement of the employee and the Department Head. If operating conditions prohibit an employee from being scheduled for a "C" day within 6 months of it being earned, the Department Head may process the time earned for payment.

**Note: at any time during the six month period mentioned in the last two provisions above for the scheduling of "C" days, the employee may reverse his decision and opt to receive overtime pay in lieu of "C" days not yet taken. This shall not apply to "VC" days.**

  
For the Company

  
For the Company

21 Feb 2019  
Resigned Without Amendments

  
For Local 2724

Harrold McLean  
For Local 2724

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)

Re: Article 6.03.20 – Designated Stat. Day

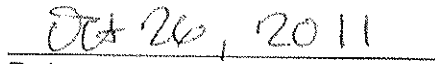
In instances where the down day statutory holiday falls on a weekend and an alternate day is designated, employees working on that designated day will be paid as if they worked on the down day. An employee will only be entitled to the statutory pay for working the down day or the designated day, not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

  
For the Company

  
For Local 2724

  
For the Company

  
For Local 2724

  
Date

Original Dated: August 1, 2007

Letter of Agreement

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:

1. 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.

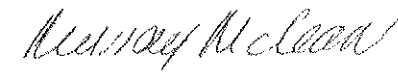
2. As a first step, a listing of any employees not represented by Local 2724 (including contractors) working on a Local 2724 position should be identified. **No contractor shall perform bargaining unit work while a trained and available employee is laid off.**
3. The displacing employee who is re-assigned 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:
  - i. 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 Union

  
For The Company

  
For The Union

  
Resigned with Amendments

Original dated: July 30, 2010

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.

  
For the Company

  
For Local 2724

  
For the Company

  
For Local 2724

Oct 26, 2011  
Date

Original Dated: August 1, 2007

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)

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

  
For Local 2724

  
For the Company

  
For Local 2724

  
Resigned with Amendments

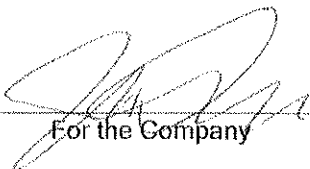
Original Dated: August 1, 2007

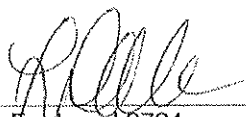


Letter of Agreement  
BETWEEN  
Algoma Steel Inc.  
(Hereinafter referred to as the Company)  
AND  
United Steelworkers Local 2724  
(Hereinafter referred to as the Union)

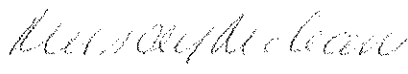
Re: Review of Health and Safety Manual

The Company and Local Union agree to review and revise as needed the Joint H,S & E Manual to include references to LU 2724 within 6 months of ratification.

  
\_\_\_\_\_  
For the Company

  
\_\_\_\_\_  
For Local 2724

  
\_\_\_\_\_  
For the Company

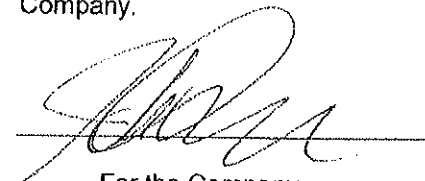
  
\_\_\_\_\_  
For Local 2724

Date: 21 Feb 2019


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

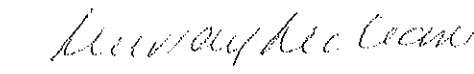
**Re: Supervisory Employee Grievances related to Discipline or Discharge.**

1. 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

Date: 26 July 2019

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)

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

  
For Local 2724

  
For the Company

  
For Local 2724

Oct 26, 2011  
Resigned Without Amendments

Letter of Agreement

BETWEEN

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

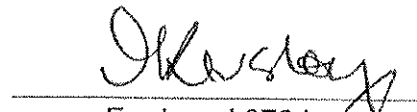
AND

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

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

  
For Local 2724

  
For the Company

  
For Local 2724

  
Resigned Without Amendments

Original Dated: June 16, 1999

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)

Re: Maintenance of Earnings Arrangement

The parties agree that the following two employees:

<u>Name</u>	<u>Occupation</u>
Erminio Cerelli	Thin Caster Specialist
Paul Amadio	FLS – 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:

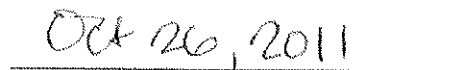
- Each individual will continue to receive their Maintenance of Earnings rate for the duration of time that they are in their present roles;
- Each individual will continue to receive contractual salary increases;
- Should either employee accept a posting and/or transfer to any other position, they will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

  
For the Company

  
For Local 2724

  
For the Company

  
For Local 2724

  
Resigned Without Amendments

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)

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.

  
For the Company

  
For Local 2724

  
For the Company

  
For Local 2724

Oct 26, 2011  
Resigned Without Amendments

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)

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 Local 2724

  
For the Company

  
For Local 2724

Oct 26, 2011  
Resigned Without Amendments

**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)**

**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.



**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.

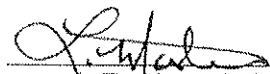
The Company will provide the Union with the benchmark job descriptions and the details of their evaluation under the A&S, O&S and Hay systems.

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.

  
For the Company

  
For Local 2724

  
For the Company

  
For Local 2724

Oct 26, 2011  
Resigned Without Amendments

Letter of Agreement

BETWEEN

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

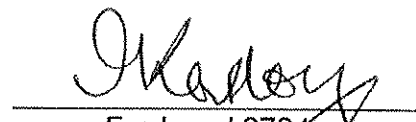
AND

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

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

  
For Local 2724

  
For the Company

  
For Local 2724

Oct 26, 2011  
Resigned Without Amendments

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)

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.

*Giusea D'Angelo*  
For the Company

*J. K. Kelly*  
For Local 2724

*S. K. Raden*  
For the Company

*L. H. H. H.*  
For Local 2724

Oct 26, 2011  
Resigned Without Amendments

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)

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.

  
For the Company

  
For Local 2724

  
For the Company

  
For Local 2724

  
Resigned Without Amendments

Letter of Agreement

BETWEEN

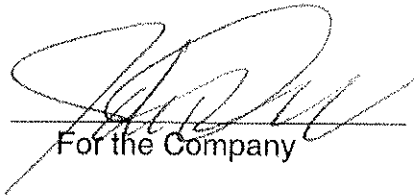
ALGOMA STEEL INC.  
(hereinafter referred to as the Company)

AND

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

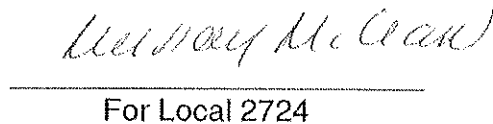
Re: U.S.W.A. Humanity Fund

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 Local 2724

  
For the Company

  
For Local 2724

  
Resigned With Amendments

**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)**

**Re: Income Security**

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) Supplemental payments such that the sum of the supplemental payment and any UIC benefits or similar government benefit available to laid off Algoma employees equal 90% of the laid off employee's regular weekly earnings at the time of lay off 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.

***Benefits to be paid:***

- 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.I. 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.

Original Dated: March 14, 2000

- c) Continued accrual of pension credits and vacation entitlement.

Long service employees who are laid off will 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.I. benefits)
- ii. For employees with 10 years 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.I. 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.
  - No employee will be required to travel to a distant location for work that is less than ten (10) working days.

Original Dated: March 14, 2000

- 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.

  
For the Company

  
For Local 2724

  
For the Company

  
For Local 2724

  
Resigned Without Amendments



**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)**

**Re: Payment of Legal Fees**

The following policy concerning legal charges against any employee relating to the performance of employment duties will be maintained:

The Company is aware such charges can lead to significant legal fees and may result in the imposition of penalties against employees pursuant to the particular statutes in question.

Depending on the circumstances surrounding a particular case, where an employee is charged, Essar Steel Algoma Inc. will accept the responsibility of providing financial support.

1. Essar Steel Algoma Inc. expects its employees to be aware of their statutory duties and obligations.
2. Because of the purpose and nature of the legislation involved, Essar Steel Algoma Inc. is not able to provide an unqualified commitment to reimburse employees for any legal fees, fines, or damages imposed without regard to the circumstances surrounding any case, therefore, each case will be assessed on its own facts and its own merits.
3. Where Essar Steel Algoma Inc. is satisfied that charges were laid against an employee who, was acting within the scope of his employment and who has generally carried out his responsibilities in a diligent manner and, in the particular case, was acting neither recklessly or negligently, the employee can expect to receive the full support of the Company in dealing with any action against him including the reimbursement for all legal fees reasonably incurred in the defense of the employee and all fines or damages imposed by the courts.

4. As to provide legal representation for the employee, Essar Steel Algoma Inc.'s legal counsel may also represent the interests of the employee where the circumstances are such that common legal representation is appropriate. When the respective interests of the Company and the employee would be better served by separate legal representation, the Company, if requested, will provide assistance to the employee in the selection of separate counsel.
5. Where an employee is charged, his Divisional Manager will collaborate with the Department Head of Human Resources and the General Counsel and Corporate Secretary of the Company to determine the degree of assistance to be provided by the Company.

  
For the Company

  
For Local 2724

  
For the Company

  
For Local 2724

Oct 26, 2011  
Resigned Without Amendments

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)

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.

Teresa D'Angelo  
For the Company

Shelly  
For Local 2724

Shelly  
For the Company

Shelly  
For Local 2724

Oct 26, 2011  
Resigned With Amendments

Original Dated: December 17, 2001

Letter of Agreement

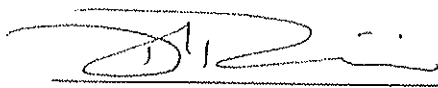
**Re: Article 18 – Profit Sharing Plan**

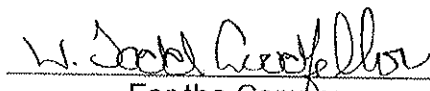
The parties have agreed to switch to the fiscal year (i.e. April 1st to March 31st) for the purposes of calculating payouts from our Profit Sharing Plan.

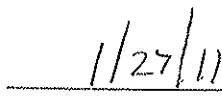
To facilitate the switch to our fiscal year, the parties have agreed to discard the January 1, 2010 to March 31, 2010 quarter and commence the calculations effective April 1, 2010 for the Fiscal 2011 profit sharing year.


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

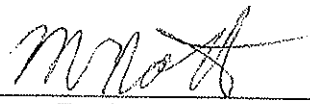
- "Profit sharing will be made in two installments. 50% of the projected profit sharing payments will be paid within 30 days of the release of the Q2 financials."
- "Profit sharing payments for the first two quarters of each fiscal year shall be based on reported unaudited results. The third, fourth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

  
\_\_\_\_\_  
For the Company

  
\_\_\_\_\_  
For the Company

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
For Local 2724

  
\_\_\_\_\_  
For Local 2724

## 2005 Profit Sharing Rules

### **Eligibility:**

- 1) 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 8 hours 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:**

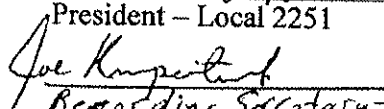
- 1) actual hours worked which including overtime hours.
- 2) scheduled vacations with pay.
- 3) all sick time paid at 100% (sick time paid from day 3 – 6 months but also includes days 1 and 2 for which vacation or banked time was used).
- 4) absence from work due to occupational disability (WSIB) to 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.
- 6) 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:**

- 1) Days 1 & 2 of sick time for which no vacation or out of bank time was used.
- 2) 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

  
Recording Secretary - Local 2251

  
For the Company

  
President - Local 2724

Dated: March 9 / 2006

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: 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

  
\_\_\_\_\_  
For Local 2724

Date: 21 Feb 2019