

MEMORANDUM OF AGREEMENT

BETWEEN: Moly-Cop Canada
(Herein known as the "Company")
OF THE FIRST PART

AND: UNITED STEELWORKERS Local 1-417
(Herein known as the "Union")
OF THE SECOND PART

It is agreed that acceptance of the terms of this Memorandum will be recommended by both parties to their respective principals for final settlement of the 2017-2019 Agreement. Unless otherwise noted, all changes will be in effect as of January 1st, 2017, following date of ratification. Retro adjustments to be made on March 15th, 2017 payroll.

Subject to the foregoing the parties hereby agree that a Collective Agreement is entered into (hereinafter called the "2017 – 2019 Moly-Cop Collective Agreement") in the terms of the Collective Agreement described as the "2014 – 2016 Moly-Cop Collective Agreement" (including Supplements), save for the amendments herein set out, and shall be effective from and after the 1st day of January, 2017 to midnight the 31st day of December, 2019.

1. The Parties agree to raise all categories of pay as follows: **(Article 12)**
 - One thousand five hundred dollar (\$1,500.00)
 - Two percent (2%) effective January 1, 2017,
 - Two and one half percent (2.5%) effective January 1, 2018
 - Two and one half percent (2.5%) effective January 1, 2019
2. The Parties agree the new agreement will be January 1, 2017 to December 31, 2019. **(Article 27)**

First aid, Nights and weekend and on call premiums (Article 5)

- Amend 5.19 shift and weekend allowances – effective January 1, 2017 increase to \$185.00/month
- Amend 9.10 First Aid Premium – effective January 1, 2017 increase to \$170.00 per month
- Maintenance Employees contacted at home due to a work related issue and are able to resolve the issue without attending the work site, will be paid one (1) hour pay at Straight time the employee's regular rate.

Holiday pay and booking process (Article 7)

7.03 (a) Vacation entitlement is forward accruing. All employees must take a minimum of one hundred (120) hours of vacation each vacation year. Employees with a minimum of Five (5) years of continuous service may choose to carry forward one hundred and twenty (120) hours of vacation to the following year which must be used in that following year. At each employee's anniversary date, any unused vacation hours in excess of the employees allotted carry over shall be paid out.

7.05 (d) Vacation scheduling shall be based on production crews and maintenance classifications, ie. Production crew(s), Millwrights, Welders/Apprentices and electricians. Where both plants are running the crews in each plant will be considered separate for the purposes of vacation scheduling. The Company will allow two Bargaining Unit Employees by production crew and maintenance competency off on vacation or bank time at any one time during the year if the operational requirements of the plant are maintained. For production crews and maintenance classifications with eight (8) or more employees, the company will allow three (3) bargaining unit employees from that crew/maintenance classification off on vacation at any one time. Additional employees may be allowed, at the sole discretion of the company, to be away on vacation at any one time of the year. Management will make reasonable efforts to allow additional opportunities, these decisions will be made on a without prejudice or precedent basis.

7.06 Add "If operational requirements are maintained"

Training – Operators (Article 23)

New Article 23.04 Employees classified as Operators will advance to the Senior Operator classification within thirteen (13) months, unless the employee requests additional time, is unable to pass the required tests or is absent from work for more than four (4) weeks during the thirteen (13) month period set out above.

Apprentices

The Parties agree that when each of the current apprentice achieves journeyman status, an apprenticeship in that trade will be posted

Bargaining Unit protection (Article 9)

The Company agrees that only operators and senior operators will be considered for minimal staffing levels.

22.02 In all cases of postings, promotion (except promotion to positions excluded from the Bargaining union or positions requiring technical training or special educational qualification) and in all cases of decreases or increase of working forces the determining factor will be seniority.

The company shall have the right to move the employee back to their original position if they are unable to meet reasonable requirements of the new position within forty five (45) days actually worked on the position. Onus will be on the employer to show the employee was provided fair opportunity to improve. If an employee unable to meet the requirements and is removed from the position it will be reposted.

Letter of Understanding – Long Term Disability (Delete LOU)

Amend Article 13 to reflect current LTD levels of 60% and delete LOU

Letter of Understanding – Labour Pool Employees (New LOU)

Based on work availability the employer may utilize employees on an on call basis.

Definition:

An employee not holding a posted position either temporary or permanent, will be considered a labour pool employee and will be assigned in accordance with their seniority and qualifications to available work, such assignment must not conflict with Article 22 Job posting. Employees who have completed probation as of January 1, 2017 regardless of holding a posted position will not be considered labour pool employees at any time.

Rates of Pay

Employees will qualify for the applicable pay rates in accordance with their qualifications. Any qualified labour pool employee who is utilized as an operator or senior operator during their shift, will receive the operator or senior operator rate for their entire shift.

- General Labourer work is defined as; bagging, painting, hand sorting of product and clean up. Any operation of plant cranes other than for the purpose of bagging, and hand sort is considered operator or senior operator work.

Any employee who attains the qualification of operator or senior operator will receive that rate regardless of work assigned.

Outstanding hot change grievances


The parties agree to meet within thirty day of ratification to meet and resolve outstanding grievances based on agreed hot change language arising up to ratification


Job description re-evaluation

The Union agrees to withdraw the request for evaluation of job duties. It is agreed that all categories wage rates reflect duties at date of ratification. The Union reserves the right to rely on article 12.02 should any classification significantly change after ratification.

Date: Feb 24/17

For:
Moly-Cop Canada





For:
United Steelworkers Local 1-417

