## BASIC

## AGREEMENT

## DATED 10th JANUARY, 1985

BETWEEN

# PAGE-HERSEY WORKS STELCO PIPE AND TUBE COMPANY 

AND

## LOCAL UNION No. 523

UNITED ELECTRICAL RADIO \& MACHINE WORKERS OF CANADA

$$
0153401
$$



DATED 10th JANUARY, 1985
between

## PAGE-HERSEY WORKS

STELCO PIPE AND TUBE COMPANY


LOCAL UNION No. 523
UNITED ELECTRICAL, RADIO \& MACHINE
WORKERS OF CANADA


## TABLE OF CONTENTS

Section Page
1 GeneralPurpose of Agreement ..... 4
2 Recognition ..... 4
3 Maintenanceof Membership and Check-Off ..... 5
4 Relationship ..... 7
5 Complaints, Grievances\& Arbitration ..... 9
6 Seniority. ..... 13
7 Special Leaves of Absence ..... 24
8 Safety Committee ..... 25
9 ""Hours of Work \& Overtime ..... 26
10 Statutory Holidays ..... 28
11 Call-In\& Reporting ..... 30
12 Vacations ..... 32
13 Miscellaneous Leave. ..... 36
14 Wages ..... 37
15 Termination or Modification ..... 39
16 Appendices ..... 40
Appendix
A Schedule of Stewards ..... 40
B TradesmanProgressionPlan ..... 41
C Wage Rates for B \& C Class Tradesmen ..... 46
D Job EvaluationProgramme ..... 46
Schedule 2 ..... 50
Letters of Agreement ..... 65

## BASIC AGREEMENT

## THIS AGREEMENT, made this 10th day of JANUARY, 1985

## Between

## STELCO PIPE AND TUBE COMPANY

PAGE-HERSEY WORKS
(hereinafter called the "Company")
OF THE FIRST PART
and

UNITED ELECTRICAL, RADIO \& MACHINE WORKERS OF CANADA AND ITS LOCAL 523
(hereinafter called the "Union")
OF THE SECOND PART

TERM OF AGREEMENT
November 1, 1984-October 31, 1987

## THIS AGREEMENT WITNESSETH THAT:

## SECTION 1

## GENERALPURPOSEOFAGREEMENT

1.01 The parties are agreed that the purpose of the Agreement is to provide orderly collective bargaining relationsbetweenthe Company and the Unionto secure promptand equitabledisposition of grievances, and to eliminate interruptionsof work and interferencewith the proper operations of the Company's business, and to maintainmutuallysatisfactoryworking conditions, hours and wages for the employees covered by the Agreement. It is the desire of the Company and the Unionto provide full and efficient employment.
1.02 The Union and the Company jointly undertake to perform their respective duties with respect to the operation of the industrial undertakingoperated by the Company in the City of Welland, in the Province of Ontario.

## SECTION 2

 RECOGNITIONSole and Exclusive Bargaining Agency:
2.01 The Company recognizesthe Union as the sole and exclusive collective bargaining agency for all its hourly employees with the exception of the following classifications of employmentwhich are not subject to the provisionsof this Agreement, namely, Superintendents, Foremen, Sub Foremen, Staff Inspectors, Security Guards, Office and Welfare Building Janitors, Technical and Office employees, Apprentices.
2.02 The Company may place apprentices on bargaining unitjobs tor the purposeof providing apprenticeship training. It is understoodthat employeeswill not be displaced thereby and nothing herein shall be deemed to waive the provisions of Clause 6.01 to 6.15 inclusive.
2.03 Whenever the words referring to the masculine gender are used in the Agreement, such as "he", "his", or "him", the same shall include and cover femalesand males.

## No Strike Clause:

2.04 The Union agrees that during the life of this Agreement there will be no strikes, mass resignations, sit-downs, slow-downs, stoppages of work, or other interference with production; and the Company agrees that there shall be no lockouts or mass dismissals.

## SECTION 3

## MAINTENANCE OF MEMBERSHIP

## AND CHECK-OFF

3.01 (a) All employees who, at the date of signing this Agreement, are members of the Union in $x$ good standing in accordancewith its constitution and by-laws, and all employees who become members after that date shall as a condition of employment, maintain their membership in the Union in good standing for the duration of this Agreement. Any such employee shall be deemed to be a member in good standing providing he fulfills the provisions of Clause 3.01 (b).
(b) All presentemployees, as a condition of employment, shall have Union dues deducted as provided in Clause 3.01 (c) and all new employees wilthin thirty (30) days after commencement of their employment, shall, as a condition of employment, be required to sign an authorization for deduction of Uniondues and an initiation fee, if applicable, in the following form; a copy of which shall be sent to the Union.

STELCO PIPE AND TUBE COMPANY
PAGE-HERSEY WORKS
Authorization to Deduct Union Dues.
I hereby authorize the Company to deduct my Union dues from my pay and to remit such amount to the Treasurer of Local 523 of the United Electrical, Radio and Machine Workers of Canada.
This authorization shall remain in full force and effect so long as the Union is the bargainingagent of a unit of employees to which I belong.
Date

## Signature

Clock No.
Ialso authorize the Companyto deducta Unioninitiation fee from my pay.
Date
Signature.
(c) The Company will deduct Union dues on a biweekly basis and will deduct an initiationfee upon written authorization from an employee. Where an employee's pay is insufficientto cover such dues deduction, the Company shall not be obligedto make such deductionfrom subsequent wages.
The Treasurer of Local 523 shall notify the Company by letter of the amount of such dues and initiationfee and any changes therein and such notificationshall bethe Company's conclusive authority to makethe deductions specified. The Company will remit to the Treasurerof Local 523 within fourteen (14) days after each pay the dues deducted with the list of clock numbers and names of employees from whose earnings deductions have been made together with the particulars of such deductions.
(d) The Unionagrees to indemnifythe Company and hold it harmlessagainst any and all claims which may arise in complying with the provisions of this Section.
3.02 (a) Copies of all general notices which are posted on the Plant Bulletin Boards which deal with hours, wages or working conditions will be sent to the Union.
(b) A copy of the Starting Memorandumfor each new employee will be sent to the Union when each employee completes the probationary period. Such Memorandumswill be sent to the Union at the time a recalled employee is reinstated in employment.
(c) A list of employees laid off work will be sent to the Union at the time of their lay-off.

## SECTION 4

RELATIONSHIP
4.01 The Company agrees that there will be no discrimination, interference, restraint or coercion by the Company or by any of its representatives exercised or practised with respectto any employee because of his membership in, or connection with, the Union, or on account of sex, race, colour, creed, national origin, or political beliefswhich are recognizedor accepted by the Canadian Government as consistent with Canadian Citizenship.
4.02 The Union agrees that there will be no intimidation, interference, restraint or coercion exercised or practised uponemployeesof the Company by any of its members or representatives, and that except for the purpose of carrying out the provisions of this Agreement there will be no Union activity on the Company's premises during employees' working hours except as mutually agreed upon.
4.03 The Company acknowledges the right of the Union to appoint or otherwise select Stewards and members of Working Committees in order to facilitate the performance of this Agreement, and undertakes to instruct all members of its supervisorystaff to cooperate with the said officers of the Union in the performance of this Agreement.

The Union undertakes to instruct all its officers, stewards, and members of Committees to cooperate with the Companyand with all persons representingthe Company in any supervisory capacity.
4.04 The Company agrees with the principle that, under normal circumstances, supervisors and other non-bargaining employees should not perform work which would normally be performed by members of the Bargaining Unit. The Union agrees that, under certain circumstances, this principle cannot be strictly adhered to.
4.05 The Union undertakesto supply the Company with the names of its duly elected officers and representatives appointed or selectedto performany act in connection with this Agreement; and the Company undertakesto supply the Union with the names of all its foremen, sub-foremen, supervisors, superintendents and other officers of the Company who may be called
_ uponto perform any act in connection with this Agree-- ment, andto set out along with such names their titles in such manner as to indicate the nature and extent of their authority.
(a) All present local understandings and practices will remain in effect unless changed by mutual agreementor unlessthey deprivethe employees of any benerits provided for by this Agreement. Any dispute which arises out of this Clause will bediscussed by the Company and the Union in order to attempt to resolvesuch dispute but in no event will it be considered arbitrable.
(b) The Company andthe Union mutually agreethat all the ordinary functions of Management are hereby preservedand retained by the Company except as expressly limited by the terms of this Agreement.
(c) The BusinessAgent and National Representative will be permittedto visitthe plant at least once a month to check the condition of employment of all employees covered by this Agreement, accompanied by a representative of Management.

## SECTION 5

## COMPLAINTS,GRIEVANCES\&ARBITRATION

5.01 The Union Grievance Committee shall be composed of the Chief Steward or his Deputy, Shop Chairman or his Deputy and the department steward who processes the grievanceor, in his absence, a steward from the same departmentand of such representatives of the Companyas it may desire to appoint, but not to exceed three in number.
5.02 The Company and the Union have agreed to written forms for the convenience of employees in submitting grievances to the committee.
5.03 A Management grievance shall be presented orally to the Shop Chairman and the Chief Steward or their appointees bythe Personnel\& Industrial Relations Manager and/or his appointee. The grievance will be presented at Step2 of the grievance procedure and will be referred directly to Step 4 within five (5)days from the date of the written answer at Step 2. The wording of the appropriate clauses should be read and construed to reflect a Management grievance.
5.04 Any complaint or grievance of an employee, including a claim that he has been disciplined without just cause, will be taken up as soon as possible in the following manner:
(a) Step 1

Complaintsor grievancesarising within a department shall be presentedorally to the department foreman by the department steward. The foreman will make known his decisionto the steward within twenty-four (24) hours. Grievances not resolved at this step will be processed according to the provisions of paragraphs (b), (c) and (d). Any other complaint or grievance that is not normally handled in the oral step within a department shall be presented orally to the Personnel \& Industrial Relations Manager or his appointee by the Shop Chairman or Chief Steward, and the provisions of (b), (c) and (d) will then be followed
except that for the purposes of (b) below the written grievance shall be presented directly to the Personnel \& Industrial Relations Manager.
(b) Step 2

Twenty-four (24) hours following receipt of the foreman's decision at Step 1, a grievance may be presented in writing to the department foreman, signed and dated as the date of its submission. A written replyto the grievance shall be given within three (3) days from the date of the written presentation. If the written answer is not satisfactory, the matter must be referred within five (5) days from the date of receipt of the written answer to Step 3.
(c) Step 3

The Union GrievanceCommittee and the Department Headand/or the Company GrievanceCommittee will meet and attempt to settle the grievance. If no satisfactory settlement is reached, the matter must be referred within five (5)days from the date of receipt of the written answerto Step4.
(d) Step 4

Union representatives including officers or agents of the Union National Office and the Company Grievance Committee including the Works Operating Head and/or his appointee will meet and attempt to settle the grievance. If a settlement is not reached betweenthese parties, the issue shall, on request in writing, be referred to arbitration as hereinafter provided.

## Suspension \& Discharge Cases:

5.05 (a) The claim by an employee, other than a probationary employee, that he has been suspended or discharged without just cause may be presented as a grievancewithin seven (7) calendar days after the employee has been notifiedof his suspensionor discharge and such grievancewill be processed in the following manner:
(1) Suspension Grievances

The grievance will be presented directly at Step2 of the grievance procedure and processed through the various steps thereinafter provided.
(2) Discharge Grievances

The grievance will be presenteddirectly at Step 2 of the grievance procedure and will be referred directly to Step 4 within five (5) days from the date of receipt of the written answer at Step 2.
(b) The Company will immediately notify the Union whenever an employee is discharged and the reasonsthereof, and such employee will be informed that he is entitledto discuss his discharge with the Department Steward or, in his absence, any other available member of the Union Grievance Committee before leaving the plant.
(c) At the time that an employee's grievance concerning his disciplinary suspension or discharge is discussed at Step 4 of the Grievance Procedure, upon request, the Company will inform the Union of any disciplinary record of such employee.
(d) Such discharge or suspension grievance may be settled by:
(i) confirming the Company's action of discharging or suspending the employee, or
(ii) reinstatingthe employee with full compensation for time lost, or
(iii) by any other arrangement which isjust and equitable in the opinion of the parties or a Board of Arbitration.
5.06 (a) The answer after each Grievance Committee meeting must be given in writing within six (6) days. It is agreed the GrievanceCommittees shall meet within five (5)days in Step 3 and Step 4 after receipt of written request unless this period is extended by mutual agreement.
(b) For purposes of Clauses 5.03, 5.04 and 5.05 , Saturdays, Sundays and Statutory Holidayswill not be counted in determining the time within which any action is to be taken or completed.
5.07 It is areed that the Chief Steward or Shop Chairman shall be given permission, within reasonable limits, by the Personnel\& IndustrialRelationsManager to visit any section of the plant for the purpose of dealing with any differences, disputes or grievances that may arise betweenthe Company and the Union, provided he first notifies his foreman.
5.08 Eachmember of the UnionGrievanceCommittee as defined in Clause 5.01 shall be paid at his straight time Labour Grade Job Rate for hours spent at grievance meetings scheduled by the Company.
5.09 The Department Steward will be provided a copy of any disciplinary record at the time of its issuance.
5.10 Inthe event that either party choosesto process a grievance under the provisions of Section 45 of the Labour RelationsAct, 1981, it is agreed that the grievance shall not be processedfurther through the grievance procedure.
5.11 Inthe event that either party fails to abide by the time limits providedfor in Clauses 5.03, 5.04, 5.05 and 5.12, the grievance shall be forfeited in favour of the other party.

## Arbitration:

5.12 Subject to Clause5.16 any issuethat is not satisfactorilysettledas a result of the foregoing procedure shall, at the election of the grieving party, be submitted within one (1) calendar month to arbitration.
5.13 (a) Withinfive (5) days of receipt of noticefrom one party that the other party wishes to have a matter taken to arbitration, each party shall appointone representativeto the Arbitration Board. These two representatives, failingto resolvethe dispute, shallthen agree upona Chairman of the

Board but, failing agreement on the Chairman, the Minister of Labour for the Provinceof Ontario shall be asked to appoint the Chairman.
The decision of the ArbitrationBoard shall be final and binding on both parties but the Arbitration Board shall not have jurisdiction to change, amend, add to or subtract from any of the provisions of this Agreement.
(b) Any award made by the Arbitration Board shall not be retroactive beyond sixty ( 60 ) days preceding the date of the submission of the written grievance as provided in Clause 5.04 (b).
5.14 Each party shall bear the cost of his own representative to the Board. The expense of the Chairman shall be borne equally.
5.15 If, before submission of a grievance to the Arbitrator, it becomes necessary for a Union representative to observe during working hours any plant operation having a bearing on any dispute which has arisen so as to understand the case, he will be granted a pass to enter the plant and makesuch observation while accompanied by a representative of Management.
5.16 Any matter of interpretation, application, or alleged violation of any clause of this Agreement or of any schedules to this Agreement can be submitted to arbitration.
Any questionwhich involves the modificationor change of any clause of this Agreement or of any schedules to this Agreement shall not be subject to arbitration but shall be treated as a subject of negotiation betweenthe parties.

## SECTION 6 seniority $27 \notin E D / 1$

6.01 The principle of seniority shall apply in all cases of transfer, promotion, demotion, lay-off and recall in connection with iobs covered bv this Agreement provided the employee has the required skill, ability and physical fitness to perform the work.
6.02 Seniority shall be defined as length of service in years, months, and days and employment shall have been deemedto have commencedon the day on which the employee was last hired to work with the Company.
6.03 (a) An employee shall be considered a probationary employee until he has completed sixty (60) days of continuous employment with the Company. Uponcompletion of the probationary period, such an employee's seniority shall date from his last hiring date.
(b) A grievance may not be presented with respect to the discharge or lay-off of a probationary employee. Such an employee is entitled to all other rights and privileges accruing under this Agreement except as they are expressly limited by the terms of the Agreement.
6.04 The Company will establishfor each Department a Seniority List and Recall Listshowing each employee's Plant and Department Seniority, and will postsuch lists so that they are availableto employeesat alltimes. The Departmental Seniority Listshall be kept on a card index basis and it isto bethe responsibility of the Department Foremanand Department Union Stewardto see that the cards are in proper order at all times. The Companywill furnish the Union with a Plant-wide Seniority List of all employeesevery six (6) months in order of seniority. The Company will, when necessary, also furnish the Union an up-to-date Recall List.
6.05 An employee shall have his employment and seniority terminatedfor any one of the following reasons if he:
(a) Voluntarily terminates his employment with the Company.
(b) Is absent from work for any reason and does not reportto the Industrial RelationsOfficewithin two (2) weeks.
(c) Is discharged.
(d) Fails to return to work at the termination of a written leave of absence, except with the written consent of the Company.
(e) Is laid off and not recalled to work within the applicable period of time as follows:
(i) He is not recalledto work within twelve (12) months where at the date of lay-off he had sixty (60) days but less than two (2) years' seniority.
(ii) He is not recalledto work within twenty-four (24) months where at the date of lay-off he had two (2) years but less than three (3) years' seniority.
(iii) He is not recalled to work within thirty- six (36) months where at the date of lay-off he had three (3) years' but less than four (4) years' seniority.
(iv) He is not recalled to work within forty-two (42) months where at the date of lay-off he had four (4) years' but less than five (5) years' seniority.
(v) He is not recalled to work within forty-eight (48) months where at the date of lay-off he had five (5) or more years of seniority.
f) Fails to return to work from lay-off within seven (7) days after he has been requestedto report by Registered Mail sent to his last recorded address. Such laid off employee entitled to recall who notifies the Company in writing within the seven (7) day period that he is not available for work due to conditions beyond his control, but does not decline such offer of work, shall not lose his right to recall if he is availablefor work within sixty (60) days from the date of the registered letter of recall, or any time during this sixty (60) days if the Company finds that there will be no other laid off employees entitled to recall, or there is no one qualified to perform the work. Any such employees who are recalledby the Company during this sixty (60) day period, will be recalled in order of seniority.

It is understoodthat an employee, as a result of being granted a sixty (60) day extension on his recall, cannot claim ajob in the interimunless he advises the Company that he is available and it is necessaryfor the Companyto recalladditional junior employees. When the sixty (60) day period referredto above has expired, the employeewith the least seniority will be laid off as soon as practical in accordance with the provisions of Clause6.11 and the recalledemployee will then be returned to work immediately following such lay-off. The provisions of Clause 6.11 shall not apply to such recalled employee until he has completed more than five (5)days of work.
6.06 In order to minimize lay-offs necessitated by changes in production, the Company will endeavourto transfer or assign employees, subject to Clause 6.01, to such work which may be available. If it becomes necessary to reduce the working forces, the Company shall, subject to the provisions of this Section, take the following steps or such of them as may be deemed necessary:
(a) Lay off such number of probationaryemployees as may be necessary.
(b) Eliminateor reduce overtime.
(c) Reducethe working forces in accordance with the provisions of Clause 6.08 .
(d) Reducehours of work to the extent necessary to preventfurther lay-offs, such reductionto bediscussed and agreed upon by the parties.
6.07 The Company will notify the Union as soon as 6.07 The Company wholy Un possible in advance of any change in methodsof operations or a technologicalchange which may cause a -displacement of employees from their jobs. The Company will meet and informthe Union of available information relatedto the planned change and will holdfurther meetings with the Union, if requested, for the purpose of discussing general matters of mutual concern affectingthe interestsof the employees affected.

For the purpose of this Clause, technological change is defined as a change which causes the displacement of an employee from a job identification when
(a) mechanical, electrical, hydraulic or other power is introducedto such job in the form of new tools or equipment, or
(b) an existing operation or facility is replaced with a new operation or facility which produces the same product, or
(c) an existing product is replaced with a new product requiring a new facility or modificationsto the existing facility to produce the new product.
The displacement of an employeefrom ajob identification shall not be considered to be a displacement due to technological change if such displacementis caused by depressed business conditions, the realignment of the work force requirementson ajob, the elimination of a job identification, the relocation or reassignment of equipment, resourcedepletionor productobsolescence or market shift, fault of the employee, or lay-off caused by any strike, slowdown, lockout, sabotage, Act of God, or breakdown.
6.08 An employee with seniority who is displacedfrom his regularjob due to a reduction inworking forces, shall, subject to the provisions of Clause 6.01, be placed on jobs in the following order:
(a) A job in his department which is held by an employee junior to him in seniority, or if such job is not available to him
(b) (i) an available job in another department , which the Company requires to be performed or which has been created by the displacement of an employee junior in seniority.
(ii) If the displaced employee wishes to be transferred to a department other than the one to which he is assigned, he must notify the IndustrialRelationsOffice (onforms provided, a copy of which will be given to the employee and a copy sent to the Union Office, within forty-eight (48) working hours
of receipt of his originaltransfer noticeand he shall then be placed on an availablejob which the Company requires to be performed or which has been created by the displacementof an employeejunior in seniority in such other department within fifteen (15)days of receipt of his notificationto the Industrial Relations Office.
(iii) The displacedemployee shall be entitledto apply, subject to Clause6.01, for the job in suchdepartment held by an employeejunior to him in seniority providedthat he has completed ninety (90) days of work in the department priorto histransfer or when he completes ninety (90) days of work following histransfer or he has previously worked on such job.
(c) For the purposes of (a) and (b) above, where more than one employee on a job is junior in seniority to the displacedemployeebeingplaced or assignedto suchjob, the employee mostjunior in seniority on such job shall be displaced.
(d) The provisions of this Clause shall not apply in the case of an employee laid off work as a result of any breakdown. An employee so laid off shall be placed, subject to Clause 6.01 as soon as reasonably possible within a period of four to thirtytwo hourson the availablejob heldby an employeejunior to him in seniority in the department, or if suchjob is not available to him, an availablejob in another department which the Company requiresto be performedor which has beencreated by the lay-off of an employee junior in seniority for the period of the shutdown. The provisionsof Clause 6.11 shall not apply to any employee laid off work as a result of the application of this paragraph.
6.09 An employee who, in accordance with the provisions of Clause 6.08, has been displaced from his original job and has been transferred to another job or has been laid off and returned to work in accordance
with the provisions of Clause6.05 (e) shall be entitled to recall within the period of ninety ( 90 ) days from the date he was displaced from his original job and subject to Clause 6.01 to (a) an available job in his original department, if he is on transfer to another department, at the commencement of a normal work week when operations in such departmentare increasedfor at least a standard work week, (b) his original job as soon as it is available providing the employee is in his original departmentand is available and operations on suchjob are increased. Such employee shall not be required to return to his original departmentor job if he so chooses except as he may be requiredto train anotheremployee for a period not to exceed five (5) working shifts.
6.10 If through the application of the provisions of Clause 6.01 an employee is laid off while an employee with less seniority is retained on a job, or an employee is not recalled to work when an employee with less seniority is recalled, the Company will immediately notify the Union of any such case and will post a copy of such notification on the bulletin boards.
(a) If the Union, at the request of the employee affected, presents evidence to the Company which has satisfied the Union of the employee's entitlement to a reasonabletrial on the job held by an employee with less seniority, the Company will grant the employee an opportunityto demonstrate his skill and ability to perform the job.
(b) The provisionsof (a) above will be limited in each case to one applicant for each job in question.
(c) If the employee demonstrates his ability to perform the job, he shall be entitled to be paid the applicable rate of the job for hours worked com-mencingtwenty-four (24) hours after the Union's written notification is received by the Company.
(d) This clause shall not be construed as giving either the Company the rightto indiscriminately lay off an employee out of seniority or as giving the Union the right to indiscriminately make a claim on behalf of an employeethat he be given an opportunity to demonstrate his skill and ability on a job.
6.11 (a) If a lay-off is anticipated, the Company will post on department bulletin boards a list of the employees subject to this lay-off, and a copy of this notice will be mailed immediately to the Union. Lay-offs may take effect at the end of any shift after seven (7) calendardays and upto thirty (30)calendar days following the date of posting of the notice. The Company has the privilege of issuing new notices at any time after the previous notice. Such new notice will automatically cancel the previous notice, and once again the employees involved will be subject to lay-off at the end of any shift after seven (7xalendardays and up to thirty (30)calendar days from the issuance of this notice. Following issue of lay-off notice, the Company shall endeavour to make five (5) days' work available to each employee listed thereon. If any portion of this work is not made available, the employee shall receive pay in lieu of the same.
(b) For the purpose of applying the provisions of Clause 6.11 (a), it is understood that the posting of a new notice of lay-off will not cancel the previous noticeas it applies to an employee who has been advised by such previous notice and who is laid off work in accordance with such previous notice during the calendar week in which the notice is posted.
6.12 President, Secretary, Treasurer, Shop Chairman, Shop Secretary, Chief Steward, and DepartmentStewards with one (1) year or more Plant Seniority shall be exempt during their term of officefrom the seniority provisions of this Agreement in connection with lay-off on account of reduction in force only, and no Department Steward shall be transferred out of his department during his term of office except with his consent. If a DepartmentStewardistransferredout of his department due to the fact that his shift is eliminated, he shall be recalled to that shift when it starts up again providing the former steward hasseniority to work in the plant and the shift starts up again within the ninety (90) day period prescribed in Clause 6.09.
$26 \mathrm{~A} / 1$
6.13 (a) Exceptas provided in Clause 6.09, when a permanent vacancy occurs and is estimated to exceed or does exceed thirty (30) days, the following procedure shall apply:
(i) The permanent vacancy will be posted in the department for a period of forty-eight (48) hours and any employee in the department may apply in writing within such fortyeight (48) hour period. The job will be filled in accordancewith Clause 6.01 from among the applicants for the job. Where the job is not filled from among the employees in the department;
(ii) the permanent vacancy will be posted on a plant-wide basis for five (5) calendar days and any employee inthe plant may apply in writing within such five (5) day period. The permanent vacancy will befilled in accordance with Clause 6.01 from among the applicants for such permanent vacancy. Where an appointment is not made from among the applicants:
(iii) the Company may appoint an employee or hire for such vacancy.
(iv) The existing practices with regard to the posting and filling of permanentjob vacancies will be continued unchanged and the above provisions will be read and construed so as to reflect such practices. Inthe event that problems arise with regardto the practices, the Company and the Union may discuss the matter with the view to reaching a satisfactory resolution.
(b) For purposes of (a) (i) above, an employee shall only be considered eligible to apply for a posted permanent vacancy provided that he was assigned to a job in the department on the working day immediately preceding the date that the permanent vacancy occurs or the date that the vacancy was filled temporarily under the provisions of either:
(i) Clause 6.14 (a) as it applies only to any temporary vacancy resulting from other than employee absence for sickness, injury, vacation, etc., or
(ii) Clause 6.13 (f).
(c) (i) In the case of a permanent vacancy filled under (a) (i) above, a notice will be posted in the department listing the names of the employees who applied and the employee permanently transferred to fill such vacancy. A copy of the notice will beforwarded to the UnionOffice at the time of posting.
(ii) In the case of a permanent vacancy filled under (a) (ii) above, a noticewill be posted on the bulletin boards in the Welfare Building and the Changeroomsshowingthe employeeswho appliedfor the vacancy and the employee permanently transterred to fill such vacancy. A copy of this noticewill be forwarded to the Union at the time of posting.
(iii) Forms in triplicate will be provided for employeesto makeapplicationfor a posted permanent vacancy. All three copies must be signed by the applicant and by the Industrial RelationsDepartment. The original will be kept by the Industrial Relations Department, the second forwarded to the Union Office and the third retainedby the employee.
(d) If a dispute arises as to an employee's skill and ability to perform a job, such dispute shall be a matter for discussion between the parties and where there is reasonable doubt, he shall be given a fair opportunityto go on the job to demonstrate his skill and ability to perform the job. If such employee fails to qualify for such job, he shall not beentitledto apply for the same job until a reasonable period of time has expired.
(e) An employee may apply in writing at the Industrial RelationsOffice beforegoing on approved leave of absence or vacationfor a permanentvacancy which may occur and is required to be filled in accordance with (a) above during his absence.
(f) The provisions of this Clause shall not preclude the Company from making a temporary appointment to any job for such period as is necessary to complete the posting and filling of such vacancy.
6.14 (a) When a temporary vacancy occurs on a job for sixty (60) days or less as a result of an employee's absence dueto authorized leave of absence, sickness, injury or vacation or when any other temporary vacancy occurs on ajob which is estimated to last thirty (30) days or less, the Company will endeavour to fill such vacancy, in accordance with Clause 6.01 , from among the employees in the department in which the vacancy occurred, or in the event that a qualified employee is not available in the department from among the employees in the plant. In the event that no qualified employee voluntarily accepts the temporary vacancy, the Company shall have the right to require the leastsenior qualified employee, who is available, fill the vacancy.
(b) When it can be determined that a temporary vacancy, caused by an employee's absence due to authorized leave of absence, sickness, injury or vacation, will exist for longer than sixty (60) days, such temporary vacancy will, subject to Clause 6.01, be filled for its term in accordance with the procedures set out in Clause 6.13.
(c) When the temporary vacancy referred to above ceasesto exist, the employeefilling thevacancy on a temporary basis shall return to his original job providingthejob has not been filled as a result of a reduction in working forces by an employee senior to him in seniority.
(d) An employee filling a temporary vacancy in another departmentwill be entitled to be notified
of and consideredfor a permanent vacancy in his original department under the provisions of Clause 6.13 (a) (i).
6.15 The Union acknowledges that the Company shall not be bound by the Seniority Lists in cases of transfers or promotion of employees to supervisory positions or to any position not subjectto the provisionsof this Agreemerit.
6.16 The Company and the Union agree that except in the case of an Apprentice only, an employee who is transferredfrom the Bargaining Unitto a job outside the Bargaining Unit shall have the right to revert to the ranks of the Bargaining Unit with the same seniority basisas that which he would have occupied if he had not been transferredoutside the Bargaining Unit. An Apprentice hired into the Apprenticeship Programme at PageHersey Works, when he completes his apprenticeship and istransferredintothe Bargaining Unit, shall begiven credit for his full seniority with the Company including time worked outside the Bargaining Unit. No other transfers into the Bargaining Unit will be made without the consent of both parties.

## SECTION 7

## SPECIAL LEAVES OF ABSENCE

7.01 (a) Upon written application by the Union, the Company will grant leave of absence without pay to not more than two employees to serve the Union as Business Agent or other full time workers. Such leave of absence will continue for a period up to one (1) year and will be renewed annually upon written application by the Union.
(b) Such employees' seniority shall accumulate during their leave of absence. In the event that an employee on leave of absence returnsto the Plant, he shall be reinstated in his former job or its equivalent and be giventhe benefit of allwage increases and other benefits which may have accrued during his absence.

$$
b_{2}+-j
$$

7.02 The Company agreesto grant leave of absence without pay when the Union so requests upon five (5) days' notice to not more than five (5) of its employees to attend conventions of the Union.

## SECTION 8 SAFETY COMMITTEE

8.01 The Company agrees to maintain adequate sanitary facilities throughout the plant and safety devices and safety rules in accordance with the standards set out by the laws of the Province of Ontario where they apply and/or the Dominion of Canadawhere they apply and give properconsiderationto the suggestions made by the Safety Committee Council that is referred to in Clause 8.02.
8.02 The Union undertakes to assist the Management in obtaining proper observance of all necessary safety and health rules, and in order to facilitatethe observance of such rules agreesto appoint five (5) suitable persons from among the employees of the Company to be members of a Safety Committee Council composed of such representatives and an equal number of persons appointed by the Company, such committee to meet regularly. The five (5) Union and Company appointees shall serve for a one (1) year period commencing January 1st of each year. It is agreed that the Safety Supervisor shall preside at all meetings of the abovenamed Committee.
When a medical aid case or a losttime accident investigation is being conducted by the Company, the chairman of the Union representatives on the Safety CommitteeCouncil or, in his absence, one of the other representatives, and a steward of the department in which the accidentoccurs shall be invitedto attend the investigation.

## SECTION 9 <br> HOURS OF WORK AND OVERTIME

9.01 The parties hereto have mutually agreed upon the standard hours of work for each department, conditions governing overtime work and penalties for being late.
(a) This Section is intendedto providea basisfor calculating overtime and shall not be construed as a guarantee of work to any employee for such hours or any other hours.
(b) Forthe purposes of this Section, a day shall be the twenty-four(24) consecutive hour period commencing at 7:00 a.m.
(c) The standard work week shall beone of forty (40) hours made up of five (5) consecutivedaysof (8) hours per day, Monday to Friday inclusive, except that for employeesscheduledon four shift operation in a department, the standard work week shall be Sunday to Saturday inclusive.
(d) Overtime shall be paid at the rate of time and onehalf for all hours worked:
(i) in excess of eight (8) hours in the twentyfour (24) hour period beginning at 7:00 a.m. except that this provision shall not apply when an employee changes shift at his request and works two eight (8) hour shifts in such twenty-four (24) hour period, or
(ii) in excess of forty (40) hours per week, or
(iii) on Saturday and Sunday, or
(iv) on a scheduled day or days off.

The provisionsof(i) and (iv) above shall not apply inthe event of a major breakdownor a shortage of work which necessitates the rearranging of shiftschedules and an employee is rescheduled to a new work schedule for the balance of that particular week and works two eight (8) hour shifts inthe twenty-four (24) hour period or works on his previously scheduled day or days off.
(e) Hours paid for at overtime rates shall not be counted further for any purpose in determining overtime liability under the same or any other provision. Overtime will be calculated under one provision of this Agreement only, even though the hours worked may be overtime under morethan one provision.
(f) The scheduling practices now in effect at the Plant shall remain in effect, except by mutual agreement. Whenever possible, notice of weekend work and the department schedule for the following week will be posted prior to the end of the day shift on Thursday of each week.
(g) The deduction for lateness shall be in units of tenths of an hour.
An employeewho is lateonce in a pay period will not be subject to a six (6) minute pay deduction if such latenessis less than six (6) minutes. If an employee is six (6) minutes late or more or is late a second time in the same pay period, he will have a deduction madefor all lateness inthe pay period.
(h) The Company shall divide overtime work as equitably as practicable among those employees performing the same work.
(i) When an employee works more than two (2) hours' overtime he shall be suppliedwith a meal. When an employee is schedu ledto work sixteen (16) consecutive hours, he will be given a meal after eight (8) hours' work and a second meal
(j) The standard working day for a straightday shift operation will be eight (8) hours of work plus a thirty (30) minute unpaidlunch period. When an employee on a straight day shift operation is scheduled to work on a straight day shift operation on Saturday or Sunday, a fullshift's work will on such weekend days consist of eight (8) hours includinga thirty (30) minute unpaid lunch period.

$$
36-215
$$

(k) In all other cases of two, three, four shift or continuous operations, including saturanay and Sunday work, the standard working day shall be eight (8) hours including a fifteen (15) minute paid lunch period.
(I) WhentheCompany scheduleswork on Saturday or Sunday, all shifts will be scheduled7:00 a.m. to 3:00 p.m., 3:00 p.m. to 11:00 p.m. and 11:00 p.m. to 7:00 a.m. An employee who works during this period, unless notifiedon the previousday, shall be provided with a full shift's work.
(m) Inthe case of a breakdownduring a Saturday or Sundayshift, the terms of Clause 11.01 will apply.

## SECTION 10

## STATUTORY HOLIDAYS

10.01 (a) An eligibleemployee shall receivea Statutory Holiday Allowance for each legal holiday hereinafter listed without beingrequiredto render service on that day.
The Holidaysto which such allowance shall apply are: New Year's Day, Good Friday, VictoriaDay, Canada Day, August Civic Holiday, LabourDay, ThanksgivingDay, ChristmasDay, Boxing Day.
(b) Inadditionto such legal holidays, eligiblemployees shall receive a Statutory Holiday Allowance for one (1) FloatingHoliday. The day on which this holiday will be observedwill be decided by agreement between the parties.
(c) An employee is eligiblefor this payment if he has thirty (30) days or more continuousservice with the Company and has worked his regular shift upon the working day preceding such holiday and also his regular shift uponthe first working day succeeding such holiday. However, payment for the holiday will be made if the employee worked during the week but is absent on the above days due to illness, death inthe immediate family, jury duty, compensation, or if he has
been sent home duringthe week in whichthe holiday occurs for lack of work or if he has obtained prior permission from hissupervisor to be absent. In the event that the employee is unable to contact supervision in his department, he may conact the Industrial RelationsOffice or the Security Office to assist the employee in contactingsupervision.
(d) Employees will not be paid for legal holidays if they are absentfrom work morethan fifteen (15) days before the holiday and/or fifteen (15) days after the holiday due to illness or any other reason except compensation.
(e) An employeewho is requiredto work betweenthe hours of $7 \mathrm{a} . \mathrm{m}$. on such a holidayto $7 \mathrm{a} . \mathrm{m}$. of the day following will in addition to the above allowance be paid for the time worked at time and onehalf his rate of pay as outlined under Clause9.01.
(f) An employee who has thirty (30) days or more continuous service with the Company, who is scheduled to work on a legal holiday and who works the hours for which he is scheduled shal be considered eligible for the allowance and the eligibility provisionsof (c) and (d) above shall not apply.
(g) The Statutory Holiday Allowance for each eligible employee shall be eight (8)times the average straighttime hourly rate earned by him in the pay period in which the Statutory Holiday is celebrated
(h) Forthe purposesof this sectionwhere by Statute some other day is declared to be observed instead of the above legal holidays, the Company will recognize such other day as the legal holiday.

## SECTION 11

## CALL-IN AND REPORTING

11.01 (a) Employees who are scheduled and who report for work shall be paid one (1) hour's pay at the allowance rate in the event no work for which they were scheduled is available. At the discretionof the Company, the employeesscheduledar notifiedto reportmay beassigned to other work for which they may be qualified in lieu of their being released. If any employee is assigned to a higher ratedjob he shall be paid the higher rate. If an employee is assignedto work beyond the one (1) hour, heshall be paidthe occupational rate of the job to which assigned. In case an employee does not work the one (1) hour but is paid for same, the one (1) hour shall be considered allowed time and shall not be used in overtime calculation, but the fact that he is paid the one (1) hour shall not prevent himfrom working a full scheduled work week at regular rates of pay.
(b) Employees who are scheduled and report and actually begin work on the job for which scheduled at the start of a turn and through no fault of their own work less than four (4) hours shall be paid for a minimum of four (4) hours at their job rate. If the employeeworks only a part of this four (4) hours,the unworked partshall beconsidered as allowedtime and shall not be includedin overtime calculation. Inthe event the employee works any portion of the next four (4) hourson his regularly scheduled job, he shall be paid at this job ratefor all hoursworked onthis or any lower rated job. An employee who does notwork any portion of this second four (4) hour period on his regularly scheduledjob shall be paidfor all hours so worked at the rate of the available job to which he was assigned.
(c) The term "actually begin work on the job for which scheduled at the start of the turn" referred to in(b) above shall meanthat the employee has
punched his clock card in, has prepared himself for work and has reported to his work station at the commencement hour of his shift.
(d) The foregoing payments, Paragraphs (a) and (b) shall be either at the regular or overtime rates depending upon whichever pertains in accordance with the provisions of this Clause.
(e) The provisionsof Paragraphs(a) and (b) will not apply in the event that strikes, stoppages of work due to labour disputes, climatic conditions, or any other conditionswhere the Unionofficials or men, without prior consultation with the Company, decide not to work. If the stoppage of work in a department, as outlined above, affectsother departments, the Company will comply with Paragraphs (a) and (b) insofar as these departments are concerned providedthat the Company is able to continue the necessary operations to insure work for those employees remaining on their jobs. The Union will undertaketo give the Company four (4) hours' notice as to when normal operations can be expected to resume. If the Union givesthe Company such noticethe Company will comply with the provisions of Paragraphs (a) and (b).
(9) An employee called from home by the Company to perform work of an emergent nature shall receive at least four (4) hours' pay at regular rates or time and one-half of thehours worked, whichever is the greater.

## Planned Shutdowns or Major Breakdowns: $48 \mathrm{~B} / 1$

11.02 All employees working within a departmentfor the first twenty-four (24) hours after a plannedshutdown or a major breakdown shall receivetheir job rates during this period. After the twenty-four (24) hour period, every employee required to work in such department shall receive the prevailingallowance rate. The only exception to this allowance rate after the first twenty-four (24) hour period will be the occasional time when certain employees are asked to assist mechanics and elec-
tricians at which time they will continue to receivetheir own job rate while helping to repair a particular piece of equipmentwithin the department in which their regularwork has qualified them to becomecompletely familiar with such equipment.

## SECTION 12 VACATIONS

12.01 The purpose of this plan is to promotegoodwill by providingvacations with payfor wage earner employees in recognitionof their regular andcontinuousservice over a number of years, and to enable those employees who qualify to enjoy a period of rest.
12.02 An employee who is hired between January 1st and April 1st of the first year of employmentand having at least three (3)months of continuous service priorto July 1st of that year shall receiveone week's vacation in that year and be paid 2\% of his earnings from start date to July 1st.
12.03 (a) An employee shall be entitled to an annual vacationwith pay in accordance with the following schedule, on the basis of his service at December 31st in each year:
0102
One (1) year of service but less than five (5) years 0503 - Two (2) weeks
years - Three (3) weeks.
Nine (9) years of service but less than nineteen
(19) years of service - Four (4) weeks. (19) years of service - Four (4) weeks.

1905 Nineteen (19) years of service but less than twenty-five (25) years - Five (5) weeks.
2506 Fwentidity (25)years of service but less than
$3407 \begin{aligned} & \text { Thirty-four (34) years of service or more - Seven } \\ & \text { (7) weeks. }\end{aligned}$
(b) The service of any employee for the purpose of (a) above shall be his seniority as defined in Clause 6.02 , except that inthe case of anemploy-
$\theta e$ hired after November 1, 1956, there shall be deducted from his seniority any absencebeyond the limits as specified below unless any such absence has been authorized in writing by the Company.
(i) Non-OccupationalDisability

The date on which an employee is medically certified to be permanently disabled or two (2) years from the commencement of disability, whichever shall first occur.
(ii) Occupational Disability

The date on which weekly compensation payments terminate.
(iii) Leave of Absence

One (1) year.
12.04 When a paid legal holiday occurs during an employee's vacation, he shall receive an extra day's vacation.
12.05 Any employee who leavesthe Company's service shall receive with his final pay a percentage of vacation pay due him. For employees with less than one year's service, the provisionsof the Employment Standards Act 1974 and subsequent amendments will prevail. An exception to the above will be made in the case of an employee leaving the employ of the Company on pension. If such employeeterminates on or after January 1 and prior to July 1 of any year, he will receive a full year's vacation calculated inthe regular manner. An employeeterminating after June 30 and up to December31 of any year will also receivethe appropriate percentage of his earnings from July 1 to the date of termination.

## Vacation Season:

12.06 The vacation season shall be from January 1st to December 31st of each year. Vacations will, so far as possible, be granted at times most desired by employees, but the final right to allotment of vacation period is exclusively reserved to the Company.
12.07 BetweenJanuary 1stand the last day of February of each year, employees will arrange their vacation schedules with their foremen and employees may select their vacation time in accordance with their seniority. Between March 1stand March31st of each year, vacation times selected by junior employees which conflict with times selected by more senior employees will be rescheduledin accordancewith their seniority. Failure of an employeeto select his vacation prior to the last day of February automatically gives the Company the privilege of selecting his vacation period. The principal vacation schedulewill runthrough the months of June, July, August and September, but may be scheduled during other months by arrangement with the Company. The applicablevacation schedulewill be posted in each departmentpriorto April 15th of each year. The Company has the privilegeon thirty (30) days' noticeto close down a particulardepartment, departments, or the entire plant for any two-week period in the months of July and August in order to complete vacation schedules. The Union requeststhat, if it can possibly be arranged, this period shall be the last week of July and the first week of August.
12.08 The Company and the Unionagree on the principlethat eligibleemployeesmusttake vacations during the vacation season as specified above. Vacation pay will not be allowed for vacations not taken.

## Vacation Scheduling Year End:

12.09 The Company and the Union have agreedthat an employee may be scheduled for a week of vacation, commencing on any day of the last calendar week of December, eventhough such week of vacation may not terminate until after December31st and providingthat such week of vacation commences priorto January 1st.
The parties agreethat any employee scheduledfor vacation in accordancewith the above will be considered as having been properly scheduled and paid for such week of vacation on the basisthat the week of vacation will be considered for all purposes to be a week of vacation entitlement in the calendar year in which it commenced.

## Vacation Wages - How Paid:

12.10 Vacation wages will be paid in advance.

## Rates of Vacation Pay:

12.11 (a) Rate of vacation pay will be calculated on an employee's previous year's earnings, not including his vacation pay. Two per cent ( $2 \%$ ) for all employees entitled to one week's vacation; four per cent (4\%) for all employees entitled to two (2) weeks' vacation; six per cent ( $6 \%$ ) for employees entitled to three (3)weeks' vacation; eight per cent ( $8 \%$ ) for employees entitled to four (4) weeks' vacation: ten per cent (10\%) for employees entitled to five (5) weeks' vacation; twelve per cent (12\%) for employees entitled to six (6) weeks' vacation; fourteen per cent ( $14 \%$ ) for employees entitled to seven (7)weeks' vacation.
(b) An employee shall receive an additionalvacation payment equal to twenty per cent ( $20 \%$ ) of the 554 appropriate amount calculated under paragraph (a) above, in respect of the length of vacation he is entitled to under Clause 12.03.
Employees shall receive not less than TwentyFive Dollars (\$25.00) per week for every week of vacation to which they areentitled, regardlessof circumstances.
It is further agreed that employees off in accordance with the Worker Cempensation Act shall receive sufficient pay credit from the Company to bring their vacation pay for the year to the amount they would have received had they not been off on compensation.


SECTION 13 miscellaneous leave

Jury Duty:
$63 \mathrm{~B} / 1$
13.01 Each employeewho is requiredto report for jury duty or as a subpoeaned crown witnesson his regular workday will be paid the differencebetween his regular Labour Grade Job Rate at straight time, for the number of hours, up to eight (8), that he would have been scheduled to work and the jury duty or crown witness pay received by him for such day, provided he - producesa satisfactorystatement, signed by the Court, which shows the hours spent on jury duty or as a crown witness for each such day.
The above provisionshall not apply to an employeewho is:
(a) dismissed or excused by the Court before his regular starting time on a day when he is scheduled to work the second shift, or
(b) dismissed by the Court from further jury duty or crown witness service before his regular starting time on a day when he is scheduledto work the third shift.

## Bereavement Leave:

$63 \mathrm{~A} / 1$
13.02 Inthe event of the death of an immediaterelative, leave of absence will be granted the bereaved employeeto attendthe funeral. Such employee will be paid for time actually lost from work for which he is scheduledupto a maximum of three (3)days duringthe period from the time of death throughthe day after the funeral, inclusive, at the same rate as shown each year in the Statutory Holiday clause. Inthe event that such employee is unableto attend the funeral, he will be paid up to a maximum of one (1) day. In no case will an employee be paid bereavement leave for hourswhich he would not have worked had the bereavement not taken place. Paymentwill be made upon applicationto the industrial RelationsOffice and satisfactory evidence of such death. The term "immediate relative" means the employee's father, mother, spouse, son, daughter, brother, sister, mother-in-law, father-in-law, grand-
mother, grandfather, brother-in-law, or sister-in-law, or, a common-law spouse and mother, father, sister, or brother of such common-law spouse, provided the employee hasco-habitated with such spouse for three or more years. It is understood that a former spouse is not to be considered an immediate relative.
For the purposes of this clause, the terms "sister-in-law" and "brother-in-law" shall be defined as the brother or sister of the employee's spouse andthe wife or husband of the employee's sister or brother.

## SECTION 14 <br> WAGES

14.01 Effective on the dates shown, the following wage scales will apply:

Job Rate

| Labour Grade | Job Rate Effective Nov. 1/84 | Job Rate Effective Nov. 1/85 | Job Rate Effective Nov. 1/86 |
| :---: | :---: | :---: | :---: |
| 1 | 12.345 | 12.595 | 12.895 |
| 2 | 12.455 | 12.705 | 13.005 |
| 3 | 12.645 | 12.895 | 13.195 |
| 4 | 12.805 | 13.055 | 13.355 |
| 5 | 13.015 | 13.265 | 13.565 |
| 6 | 13.235 | 13.485 | 13.785 |
| 7 | 13.515 | 13.765 | 14.065 |
| 8 | 13.715 | 13.965 | 14.265 |
| 9 | 14.055 | 14.305 | $14.605 \mu$ |
| 10 | 14.375 | 14.625 | 14.925 |
| 11 | 14.675 | 14.925 | 15.225 |
| 12 | 15.105 | 15.355 | 15.655 |
| 13 | 15.605 | 15.855 | 16.155 |
| 14 | 15.885 | 16.135 | 16.435 N |
| Allowance Rate: |  |  |  |
|  | 12.455 | 12.705 | 13.005 |
| Inventory Rate: |  |  |  |
|  | 12.455 | 12.705 | 13.005 |

## Shift Premiums

14.02 Shift Premiums will be paid as follows:

1. For hoursworkedon the second shift, there shall be paid a premium rate of thirty (30) cents per hour. $44 / 10003$
2. For hours worked on the third shift, there shall be paid a premium rateof thirty-five (35) cents per hour. $45 / 100035$
14.03 The second shift shall cover hours regularly worked as a shift between the hours of 2:00 p.m. and 12:00 midnight. The third shift shall cover hours regularly worked as a shift between the hours of 10:00 p.m. and 8:00 a.m. Such shift premium shall not betaken into account when calculating overtime.
14.04 An employeetemporarily replacedon his regularjob at the discretion of the Company and temporarily assignedto anotherjob shall be paidfor this periodthe higher of the two Labour Grade Job Rates.
14.05 In the event that a job is reevaluated and the resultingnew Labour Grade for suchjob is established at a lower Labour Grade, any employee who was permanently assigned to such job and was receivingthe former higher rate, will continue, except as provided below, to be paid such higher rate during suchtime as he continuesto occupy the job. The higher rate paid to such employee will be identified as a Red Circle rate. Any Red Circle rate will continue unchanged and will be paid as long as such rate exceeds the actual Labour Grade rate for suchjob. When the actual Labour Grade rate of the job equals or exceeds any such Red Circle rate, the Red Circle rate will be cancelled and the employee will thereafter be paid the applicable Labour Grade rate.

## SECTION 15

## TERMINATION OR MODIFICATION

15.0 This Agreement shall continue in effect untilthe 31st day of October, 1987 and unless either party gives notice in writing to the other partythat amendmentsare required or that the party intends terminatingthe Agreement, then it shall continue in effect until the 31st day of October 1988 and so on from year to year thereafter.
15.02 Notice that amendments are required or that either party intends to terminate the Agreement may only be given during the month of August 1987 and in the month of August any year thereafter.
15.03 The parties hereto agree to meet for the purpose of negotiationswithinten (10) days after receipt by either party of the other party's proposed amendments and if, as a result of such negotiations, the partiesfailto negotiate a new Agreement or modification of the present Agreement priorto the first day of Novemberfollowing such notice, then this Agreement shall remain in effect untilthe 1st day of the following month and from month to month thereafter until negotiationsare completedor either party gives notice in writing ten (10) days prior to the 1stday of any monththat it wishes to terminate the extension arrangementin which event this Agreement shall terminate on the 1 st of such following month.

## SECTION 16

## APPENDICES

16.01 Annexed heretoandforming part of this Agreement are the following:

## APPENDIX "A"

Schedule of Stewards for each department will be as follows:

## Department Steward Representation

Mechanical:
Machine Shop
For All Shifts - Not more than Two Stewards
Mechanics and Riggers
For All Shifts - Not more than One Steward
Pipefitters
For All Shifts - Not more than One Steward
Welders \& Carpenters
For all Shifts - Not more than One Steward
Utilities
For All Shifts - Not more than One Steward
Electrical
For All Shifts - Not more than Three Stewards
2"-8" Finish
For All Shifts - Not more than Three Stewards
ContinuousWeld
For All Shifts - Not more than Three Stewards
Continuous Weld Finish
For All Shifts - Not more than Three Stewards Galvanize
For All Shifts - Not more than One Steward
Yard Services
For All Shifts - Not more than Three Stewards
Nipple
For All Shifts - Not more than Two Stewards
Seamless Forge
For All Shifts - Not more than Three Stewards
Seamless Finish
For All Shifts - Not more than Three Stewards
Shipping
For All Shifts - Not more than Three Stewards

Cold Draw
For All Shifts - Not more than Three Stewards
Cut Pipe
For All Shifts - Not more than Two Stewards
Electric Weld
For All Shifts - Not more than Three Stewards
Electric Weld No. 4
For All Shifts - Not more than Two Stewards
$2^{\prime \prime}-8^{\prime \prime}$ Mill
For All Shifts - Not more than Three Stewards
16" Mill
For All Shifts ... Not more than Three Stewards $16^{\prime \prime}$ Finishing

For All Shifts — Not more than Three Stewards Inspection

For All Shifts — Not more than Three Stewards
For the purposesof this Appendix "A" no Steward shall be appointed where less than three (3) employees are scheduled on any shift.
If the number of shifts in any department are reduced, the number of stewards in such department shall be reduced accordingly.

## APPENDIX "B"'

## TRADESMAN PROGRESSION PLAN

## l. PURPOSE

To provide a uniform means for tradesmen to progress
to "A" classification.
II. RANGE OF THE PLAN
(a) The following are the specific trade jobs to which the Plan applies:

1. Electronics Repairs
2. Electrician
3. Armature Winder
4. Instrument Repairs
5. Maintenance Machinist
6. Mechanic
7. Pipefitter
8. Welder
9. Patternmaker.
(b) For each trade,there are three (3)classifications - " $C$ ", " $B$ ", "
(c) Inthe event that the Company requiresthe classification of LeadHandfor any specific trade to be filled, the Company shall make an appointment from among employeesclassifiedas "A" class tradesmen inthe respectivetrade. The Company shall not be bound by the terms of the Seniority Section of the Agreement in making such an appointment.
ili. REQUIREMENTSFOR PROGRESSIONTO HIGHER CLASSIFICATIONS
(a) Electrician

The jobs which presently require an Electrician are:

1. General electrical maintenance
2. Crane maintenance
3. Seamless electrical maintenance
4. Continuous weld electrical maintenance
5. 8" Mill electrical maintenance
6. North plant electrical maintenance
7. Electricalconstruction
8. Shop maintenance and repair

An Electrician's classification for one of these jobs shall be based on the number of hours he has worked on that job plus hoursworked on all of the other jobs upto a maximum of 4000 hours on any one otherjob. Onthis basis his classification while on that job shall be:
Total Hours
up to 2000
2000-4000
Classification
C
B
A
Over 4000
(b) Armature Winder

The classification of Armature Winder shall be basedon the number of hours he has workedon the job as follows:

Total Hours
Classification
up to 2000
2000-4000
C
Over 4000
(c) Instrument Repairs

The classificationof Instrument Repairsshall be based on the number of hours he hasworked on the job as follows:

| Total Hours | Classification |
| :--- | :---: |
| up to 2000 | C |
| $2000-4000$ | B |
| Over 4000 | A |

(d) Maintenance Machinist

A Maintenance Machinist shall be classified accordingto the time he has spent on these five machine tools:

1. Machine lathe
2. Shaping machine
3. Milling machine
4. Planer
5. Horizontal boring mill

## Hours and Classification

Less than 1000 hours on each of two machine tools - C.
1000 hours or more on each of two machinetools - B.

1000 hours or more on each of four machinetools - A.
(e) Mechanic

The jobs which presently require a mechanic are:

1. General mechanical maintenance and shopwork
2. Seamless mechanical maintenance
3. Continuous weld mechanicalmaintenance
4. 8" mill mechanical maintenance
5. North plant mechanical maintenance

A Mechanic's classificationfor one of these jobs shall be based on the number of hours he has worked on that job plus hoursworked on all of the otherjobs upto a maximum of 4000 hoursonany onejob. Onthis basis his classificationwhile on that job shall be:

Total Hours
up to 2000
2000-4000
Classification
C
Over 4000

## (9) Pipefitter

Thejobs which presently requirea Pipefitter are:

1. General pipefitting maintenance and shopwork
2. Seamless pipefitting maintenance
3. Continuousweld pipefitting maintenance 4. North plant pipefitting maintenance

A Pipefitter's classificationfor one of these jobs shall be based on the number of hours he has worked on that job plus hoursworked on all of the otherjobs uptoa maximum of 4000 hoursonany one other job. On this basis his classification while on that job shall be:

| Total Hours | Classification |
| :--- | :---: |
| up to 2000 | C |
| $2000-4000$ | B |
| Over 4000 | A |

(g) Welder

A Welder's classificationshalldepend uponithe time he hasspent onthejob of Welder. A Welder with an "A" classification shall be required to take Ontario Departmentof Labourweldingtest for both arc and acetyleneonce a year or more frequently if hedoes not passthetests. A Welder with a " $B$ " classification shall be requiredto take the Ontario Department of Labour welding test for either acetylene or arc once a year or more frequently if he does not pass the test. Possession of such certificate is not a requirement for the classification.

Total Hours
Classification
up to 2000 2000-4000
Over 4000
(h) Patternmaker

The classification of Patternmaker shall be based on the number of hours he has worked on the job as follows:
Total Hours
up to 2000
2000-4000
Classification
C
(i) A tradesman assigned, at the discretionof the Company, to relieveon the job of an employee who is absent due to vacation, illness, compensation or leave of absence shall have his classification maintained during that period.
IV. APPRENTICES AND ADDITIONAL WORK FORCE
(a) Apprentice Programme

1. The Company shall establish an apprentice ship programme which will normally developthe tradesmen needed. The apprenticeship programme shall be determined by the Company.
$25 \mathrm{C} /$
2. On successful completion of his apprenticeship, the employee shall be assigned to the " C " classificationfor 1000 hours. He shall then be assigned to " B " classification for a further 1000 hours. At the completion of the two 1000 hour periods, he shall be assigned to "A" classification.
(b) Additional Work Force
3. Every effort will be made by the Company to fill trade vacancies through the apprenticeship programme. However, in the event, due to businessconditions or other reasons, moretradesmen are needed than are avail-
able at a particulartime, the Company will post the jobs in accordance with the Basic Agreement.
4. The employee filling the vacancy shall be assigned a classificationin accordance with his previous experience.

## APPENDIX "C'"

## WAGE RATES FOR " $B$ ' \& " $C$ " CLASS

 TRADESMENAn employee classified as a " $B$ " class tradesman will be paid one LabourGrade Rate lessthan the applicable Labour GradeJob Ratepaidto an "A" classtradesman in the respective Trade.
An employee classified as a " $C$ " class tradesman will be paidtwo LabourGrade Rateslessthan the applicable LabourGradeJob Ratepaidto an "A" classtradesman in the respective Trade.

## APPENDIX ' $D$ "

## JOB EVALUATIONPROGRAMME

1. The Job Evaluation Programme, which was implementedby agreement of the partieson February 10, 1970, shall continue in effect during the term of this Basic Agreement.
2. The Job Evaluation Plan dated June 1, 1969, (hereinafter referredto as "the Plan") which is attached hereto as Schedule1, has been agreed to by the parties and will be the sole basisfor the evaluation of all jobs performed by bargaining unit employees at the Company. The Plan as such may not formthe subject of a grievance nor shall it be arbitrable.
3. Each job in effect as of the date of the Basic Agreement has been evaluated in accordance with the Planand each such Job Evaluationhas been agreedto. Attached hereto as Schedule2
is a list of all such jobs showing their agreed to assigned Labour Grade.
4. Attached hereto as Schedule3 is a list of Benchmark Jobs which have been agreed to by the parties. Such Benchmark Jobs will be used, together with the Plan, for the purpose of determining the proper ranking relationship and job factor comparison of new or changed job evaluations. A BenchmarkJob may not be the subject of a grievance nor shall it be arbitrable.
5. The responsibility for the evaluation of any job will continue to be vested in the Company and such evaluation will continue to be made consistent with and conforming to the provisionsof this Programme.
6. The agreed to Job Evaluation for each job and others subsequently agreed upon shall continue in effect and will not be subjectto appeal, except as hereinafter provided.
7. When the Company implements a new Job Evaluationor changes an existingJob Evaluation from one Labour Gradeto another, the Company will send the Uniona copy of the newJob Identification and Evaluationand inform the Union, as soon as practicable, of the effective date of implementation or change
8. In the event that the Union disagrees with the Company's evaluation of such new or changed job, it may file an appeal in accordance with the notificationand appeal procedure as providedin paragraph 10 below, within thirty (30) days following the date the new Job Evaluation was sent to the Union.
9. In the event that the Union alleges that the Company has changed the primary function or the content of the work as contained in the Job Identification of an existing job to the extent that the Job Evaluation should be changed from one Labour Grade to another, the Union may file an appeal in accordance with the notification and appeal procedure as provided in paragraph 10 below.

## $16 / 2$

10. (a) The Chairman of the Union Job Evaluation Committeewill file in writing with the Chairman of the Company Job EvaluationCommittee any appeal being processedin accordance with paragraphs 8 and 9 above. Such written appeal shall list all the alleged changes that have been made to the job. Any BenchmarkJob or other agreed to jobs being relied uponby the Unionto support their claim shall be listed and reasons given.
(b) Upon receipt of such appeal, the Company will review the job and will send the Union a written answer giving reasonsfor its positionwith respect to each of the alleged changes within thirty (30) days of receipt of the appeal.
In the event that such written response by the Company is not satisfactory, the Union may request the Company Committee Chairman to establish a meeting date, within thirty (30) days of such request or such other period as mutually agreed, to discuss and attempt to resolve such disputed job evaluation.
(c) Inthe event that such appeal is not resolved by the Committees, the Company Chairman, within thirty (30) days followingthe date of the meeting, will send the Union Committee Chairman an answer in writing.
(d) If the Company's answer is not satisfactory, the Union may, within thirty (30) days following the date of the Company's answer, referthe appeal to Arbitration as described in the Basic Agreement.
(e) The Board of Arbitration shall not be authorized to make any decision inconsistent with the provisions of this Appendix nor to adjudicate any matter not specifically referred to in the written appeal filed under the provisionsof paragraph10 (a) above and the authority of the Arbitration Board shall be limitedto:
(i) confirming the job evaluation of the Company, or
(ii) assigning a revised ranking if the Board determines that the job was improperly ranked as a result of inconsistent application of the Plan and the disputed Job Evaluationdoes not bear a proper ranking relationshipto other undisputedjob evaluations, or BenchmarkJobs, in which event the provisions of paragraphs ( 9 and (g) below shall apply.
(9) Inthe event ajob evaluation is changed from one Labour Gradeto another by agreementbetween the parties or by decision of the Arbitration Board and such change in Labour Grade results from an appeal filed under the provisions of:
(i) paragraph 8 above, the revised Labour Grade for such job shall become effective on the date specified by the Company in paragraph 7;
(ii) paragraph 9 above, the revised Labour Grade for such changedjob evaluationshall become effective ten (10) days prior to the date of receipt of the Union'swritten appeal.
(g) The Company will advise the Union in writing of jobchanges which affect the factoring of the job in question but do not result in a change in Labour Grade.
(h) Any employee, who has occupied ajob for which the Job Evaluationis revisedin accordance with the above provisions, shall be paidthe applicable Job Rate for the Labour Grade to which the job is assigned retroactively to the effective date specified in paragraph ( 9 above, providedthat the revised Labour Grade is higherthan the Labour Grade assigned by the Company.
11. The Union may select three employeesto act as its Job EvaluationCommittee, one of whom will be designated as Chairman. Each such member of the Union Committee will be paid at his straight time Labour Grade Job Rate for hours spent at meetings scheduled by the Company under the provisionsof paragraph10 (b) above. The Chairman of the Union Committee, or in his absence,
another member of theCommitteewill be allowed accessto any departmentto observe ajob whose Evaluationhasbeensent to the Union in accordance with paragraph7 or hasbeenappealed by the Union in accordance with paragraph9, provided the employee member notifiesthe Superintendent of the department in advance anddoes not interfere with production.
12. Inthe event that a Benchmark Job changesfrom one Labour Grade to another, the job shall be deletedfrom the list of Benchmark Jobs andthe provisionsof paragraphs7 and8 shall beapplied. For every job which isdeletedfrom such list, the parties will select another job to be addedto such list, such other job to be selected on the basisthat it is representativeand comparableto the former BenchmarkJob andthe Labour Gradefor which it was selected.

## SCHEDULE 2

Labour

Grade Job Title
1 Janitor
Labourer
Janitor
Janitor Labourer Janitor
Flash Puller Scrap Attendant
Labourer Janitor
2 Labourer Attendant Dumps
Pipe Roller
\#1 \& \#2 Bench Attendant Cooling Rack Labourer

Department
Seamless Finish
Cold Draw
Cold Draw
$8^{\prime \prime}$ Finish
16" Finish
E.W.T. Mill
E.W.T. Finish
E.W.T. \#4 Finish

Shipping
C.W. Mill
C.W. Mill
C.W. Finish
C.W. Finish
C.W. Finish

| Operator Helper |  |
| :---: | :---: |
| Cut-off Machine | Cut Pipe |
| Labourer | Cut Pipe |
| Labourer | Nipple Shop |
| Labourer | Galvanize |
| Labourer | Seamless Forge |
| Roll Assembly Helper | Seamless Forge |
| Protectors Inside | Seamless Finish |
| Labourer | Seamless Finish |
| Labourer | 8 " Mill |
| Labourer | 8 " Finish |
| Labourer | 16" Mill |
| Scrap Attendant | 16" Finish |
| Pipe Roller | 16' Finish |
| Labourer |  |
| (A.P.I. Products) | E.W.T. Mills |
| Operator Horizontal |  |
| Press (Vaill) | E.W.T. Finish |
| Operator Roll Former | E.W.T. \#4 Finish |
| Operator Air Tester | E.W.T. \#4 Finish |
| Labourer | Shipping |
| Labourer | Yard Services |
| Janitor Labour | Mech. Maint. |
| Operator Air Hammer | C.W. Mill |
| Chains |  |
| (Furnace Rebuilds) | C.W. Mill |
| Operator Small Ripper | Nipple Shop |
| Helper Pot Repairs | Galvanize |
| Roll-in Reducing Mill | Seamless Forge |
| Attendant Rack | Seamless Forge |
| Labourer Relief | Seamless Finish |
| Surfacer Conditioner | 8' Finish |
| Helper Belling |  |
| Machine | 8" Finish |
| Helper Measurer |  |
| Stenciller | 8' Finish |
| Stacker, H.S.S |  |
| Saw Operator Helper | 16" Finish |

Helper H.S.S.

Saw Operator Operator Air Grinder
Operator Coiling
Machine
16" Finish
16" Finish
E.W.T. Mill

Operator Air Tester
Coiled Tubing
Operator Milling Saw
Labourer
(Torch Cutting)
Helper Track Repairs
Labourer Snow
Removal
Oiler - Switcher

- Derrick

Varnisher - Field
Operator Tractor
-16 H.P
Skelp Coil Attendant
Attendant Cooling
Rack (West)
Attendant Burners
Operator Auto
Coupling Screw-on
Machine
Utility - C.W. Finish
Straightener Helper
Operator Coupling
Screw-on Machine \&
Coupling Starter
Operator Roll Groove
Machine
Operator Large Ripper
Operator Lift Truck
Lancer
Stocker Helper
Operator Fork Lift
Truck
Operator Scarfer
Helper
E.W.T. Finish
E.W.T. \#4 Finish

Yard Services
Yard Services
Yard Services
Yard Services
Yard Services
Yard Services
C.W. Mill
C.W. Mill
C.W. Mill
C.W. Finish
C.W. Finish
C.W. Finish

Cut Pipe
Cut Pipe
Nipple Shop
Nipple Shop
Galvanize
Seamless Forge
Seamless Forge
Seamless Forge

| Operator Coupling |  |
| :---: | :---: |
| Screw-on Machine | Seamless Finish |
| Bundler | Seamless Finish |
| Chains - Straightener | 8 " Mill |
| Attendant Varnisher | 8" Finish |
| Helper Pipe Repairs | 8" Finish |
| Operator Crane \#28 | 16" Mill |
| Measurer Stenciller | 16" Finish |
| Loader | 16" Finish |
| Chains | 16" Finish |
| Chains - \#24 Crane | E.W.T. Mills |
| Operator Roll Groove |  |
| Machines | E.W.T. Finish |
| Operator Cut-off Saw | E.W.T. Finish |
| Operator Hand Reamer | E.W.T. Finish |
| Chains - \#32 Crane | E.W.T. Finish |
| Inspector Bundler "B' | E.W.T. Finish |
| Operator Swager | E.W.T. \#4 Finish |
| Operator Hand Reamer | E.W.T. \#4 Finish |
| Inspector Axle Tubing | Inspection |
| Operator Fork Lift |  |
| Truck (4 Ton) | Yard Services |
| Operator Front End |  |
| Loader | Yard Services |
| Operator Crane \#10 | C.W. Mill |
| Product Recorder/ |  |
| Janitor | C.W. Finish |
| Operator Auto |  |
| Threader | C.W. Finish |
| Chains - C.W. Dump | C.W. Finish |
| Operator Auto Tester | C.W. Finish |
| Chains - Skelp |  |
| Runway | C.W. Finish |
| \#41 Chains | C.W. Finish |
| Operator Conduit Saw | Cut Pipe |
| \#11 Chains | Cut Pipe |
| Operator Press |  |
| Bender | Cut Pipe |
| Operator Cut-off \#32 |  |
| B. \& 0 . | Nipple Shop |


| Sorter - Salvage | Galvanize |
| :---: | :---: |
| Operator Crane \#39 | Seamless Forge |
| Attendant Cooling |  |
| Rack | Seamless Forge |
| Operator Crane\#13 | Seamless Forge |
| Operator Billet Cutter (Torch) | Seamless Forge |
| Operator Cut-off \#4 |  |
| B. \& 0 . | Seamless Finish |
| Operator Cut-off \#33 |  |
| B. \& 0 . | Seamless Finish |
| Operator Hand Tester | Seamless Finis |
| Measurer\#2 | Seamless Finish |
| Chains - Crane\#40 | Seamless Finish |
| Chains - Crane \#15 | Seamless Finish |
| Operator Crane\#26 | Seamless Finish |
| Operator Crane\#40 | Seamless Finish |
| Operator Crane\#15 | Seamless F |
| Operator Bright |  |
| Anneal Furnace | Cold Draw |
| Operator Volta |  |
| Furnace | Cold Draw |
| Chains - \#35 Crane | Cold Draw |
| Operator Uncoiler | 8' Mill |
| Relief - Handling | $8^{\prime \prime}$ Finish |
| Operator Helper Tester | $8^{\prime \prime}$ Finish |
| Shed Chains | $8^{\prime \prime}$ Finish |
| Shop Chains | 8' ${ }^{\prime \prime}$ Finish |
| Operator Cut-off \#38 |  |
| B. \& O. | 8' Finish |
| Operator Belling |  |
| Machine | 8" Finish |
| Measurer\#1 \& \#2 | 8" Finish |
| Operator Roll Groove |  |
| Machine | 8" Finish |
| Operator Crane \#31 | 16" Finish |
| Operator Trackmobile | 16" Finish |
| Loader Shed | 16" Finish |


| Operator Helper Slitter | E.W.T. Mills |
| :---: | :---: |
| Operator Cut-off |  |
| \#1 \& \#2 Modern | E.W.T. Finish |
| Operator Tester | E.W.T. Finish |
| Operator Crane \#32 | E.W.T. Finish |
| Inspector Bundler "A" | E.W.T. Finish |
| Operator Crane \#32 |  |
| Radio Controlled | E.W.T. Finish |
| Utility Attendant | E.W.T. \#4 Finish |
| Finisher Inspector | E.W.T. \#4 Finish |
| Operator Crane \#37 | E.W.T. \#4 Finish |
| Operator\#1 Small |  |
| Modern Cut-off | E.W.T. \#4 Finish |
| Inspector Final "B' |  |
| E.W. Finish | Inspection |
| Inspector Final 'B'' |  |
| C.W. \#1 | Inspection |
| Inspector Final 'B' |  |
| C.W. \#2 | Inspection |
| Inspector Final "B" |  |
| Galvanize | Inspection |
| Inspector Helper |  |
| 8' Mill | Inspection |
| Test Collector \& |  |
| Gauge Checker | Inspection |
| Inspector Helper |  |
| 16" Mill | Inspection |
| Operator Crane \#9 | Shipping |
| Operator Crane \#19 | Shipping |
| Loader | Yard Services |
| Lamp Maintenance | Elec. Maint. |
| Operator Crane \#4 | C.W. Mill |
| Needle Welder | c.W. Mill |
| Skelp Handler/Stocker | C.W. Mill |
| Operator Auto Facer | C.W. Finish |
| Operator Threader \& |  |
| Coupling Screw-on |  |
| Machine | C.W. Finish |
| Operator Crane \#41 | C.W. Finish |


| Operator Crane \#42 | C.W. Finish |
| :--- | :--- |
| Attendant Varnisher | C.W. Finish |
| Operator Auto Bundler | C.W. Finish |
| Inspector Bundler | Cut Pipe |
| \#1 \& \#2 |  |
| Operator Auto |  |
| Threaders \#1 \& \#2 | Cut Pipe |
| Measurer Bundler | Cut Pipe |
| \# \#3 Bench |  |
| Operator Auto Facer | Cut Pipe |
| Operator Horizontal | Cut Pipe |
| Bender |  |
| Operator Crane \#11 | Cut Pipe |
| Stocker | Nipple Shop |
| Washer Boxer | Nipple Shop |
| Loader | Nipple Shop |
| Heater Skimmer | Galvanize |
| Operator Crane \#17 | Galvanize |
| Blower - Dump |  |
| Attendant | Galvanize |
| Operator Scarfer | Seamless Forge |
| Operator Reheat |  |
| Furnace | Seamless Forge |
| Attendant Tools | Seamless Forge |
| Operator Turning and |  |
| Facing Machine | Seamless Finish |
| Operator Gag |  |
| Straightener | Seamless Finish |
| Operator Auto Tester | Seamless Finish |
| Operator Threader | Seamless Finish |
| Measurer \#1 | Seamless Finish |
| Operator Cut-off | Cold Draw |
| \#2 Modern | Cold Draw |
| Pickler |  |
| Operator Cold Pointer | Cold Draw |
| Operator \#21 \& | Cold Draw |
| \#35 crane |  |
| Chains - Tube |  |
| Preparer | Cold Draw |


| Tool Polisher |  |
| :---: | :---: |
| - Grinder | Cold Draw |
| Stocker | 8" Mill |
| Operator Crane \#6 | 8" Mill |
| Operator Crane \#43 | 8" Mill |
| Attendant Travelling |  |
| cut-off | 8" Mill |
| Relief - Operating | 8" Finish |
| Operator Tester |  |
| \#1 \& \#2 | 8" Finish |
| Operator Crane \#18 | 8" Finish |
| Operator Threader |  |
| Stamets \#6 | 8" Finish |
| Operator Crane \#8 | 8" Finish |
| Tool Attendant |  |
| Assistant | 16" Mill |
| Operator Uncoiler | 16" Mill |
| Operator Crane \#22 | 16" Mill |
| Operator Cut-off |  |
| Machines \#1, \#2, \#3, |  |
| \#4 B. \& O. | 16" Finish |
| Operator Gag |  |
| Straightener | 16" Finish |
| Operator H.S.S. Saw | 16" Finish |
| Operator Crane \#27 | 16" Finish |
| Shipper | 16" Finish |
| Operator Crane \#38 | 16" Finish |
| Operator Assistant \#1 |  |
| Mill | E.W.T. Mills |
| Operator Crane \#24 | E.W.T. Mills |
| Steel Handler | E.W.T. Mills |
| Shipper | E.W.T. Finish |
| Operator End Welder | E.W.T. \#4 Mill |
| Operator Cut-off |  |
|  |  |
| Greider | E.W.T. \#4 Finish |
| Shipper Stocker | E.W.T. \#4 Finish |


| Inspector Upsetter | Inspection |
| :---: | :---: |
| Inspector Final ' $\mathrm{B}^{\prime}$ " |  |
| 16 Finish | Inspection |
| Inspector Final "A" |  |
| C.W. \#1 Tnspector Final " $B$ " | Inspection |
| Seamless Finish \#1 | Inspection |
| Inspector Final " $B$ " |  |
| Seamless Finish \#2 | Inspection |
| Inspector Final "B" |  |
| Cold Draw | Inspection |
| Inspector Eddy Current |  |
| Tester E.W.T. Finish | Inspection |
| Inspector Portable |  |
| Ultrasonic Operator | Inspection |
| Tester Operator | Inspection |
| InspectorGrinder | Inspection |
| \#3 Coupling End |  |
| InspectorSeamless |  |
| Finish | Inspection |
| \#3 Pin End Inspector |  |
| Seamless Finish | Inspection |
| Inspector Guided Bend |  |
| Tester Operator 8" Mill | Inspection |
| InspectorFinal "A" |  |
| Galvanize | Inspection |
| Loader | Shipping |
| Operator Crane \#1 | Shipping |
| Operator Fork Lift |  |
| Truck (11 Ton) | Yard Service |
| Operator Fork Lift |  |
| Truck (15 Ton) | Yard Services |
| Truck Driver | Yard Services |
| Oiler Mechanics |  |
| Helper | Mech. Maint. |
| Tool Grinder | Mech. Maint. |
| Operator Surface |  |
| Grinder | Mech. Maint. |
| Sub Station Tender | Elec. Maint. |


| Refractory Repairs | C.W. Mill |
| :---: | :---: |
| Operator Threader \#1 | Cut Pipe |
| Operator Cut-off \#3 | Cut Pipe |
| Operator Cut-off \& |  |
| Threading Machine | Cut Pipe |
| Operator Cut-off \#2 | Cut Pipe |
| Operator Hand |  |
| Threaders | Cut Pipe |
| Operator \#5, \#6, \#7, |  |
| Auto Threaders | Nipple Shop |
| Operator Hand |  |
| Threaders (Small) | Nipple Shop |
| Operator Hand |  |
| Threader (Large) | Nipple Shop |
| Operator Cut-off \#34 |  |
| B. \& 0 . | Nipple Shop |
| Charger - Hooks | Galvanize |
| Operator Straightener | Galvanize |
| Pickler/Stocker | Galvanize |
| Lead Hand | Galvanize |
| Stocker | Seamless Forge |
| Furnace Operator |  |
| Reducing Mill | Seamless Forge |
| Refractory Repairs | Seamless Forge |
| Spell \#2 | Seamless Forge |
| Operator Reeler | Seamless Forge |
| Operator Draw Bench |  |
| \#1 \& \#3 | Cold Draw |
| Operator Automatic |  |
| Cut-off \& \#4 Modern | Cold Draw |
| Operator Cut-off \#9 |  |
| B. \& 0 . | $8{ }^{\prime \prime}$ Finish |
| Pipe Repairs | 8" Finish |
| Stocker | 16" Mill |
| Attendant Sizing |  |
| Mill Cut-off | 16' Mill |
| Relief - Inspection | Inspection |
| Inspector Micro | Inspection |
| Inspector Continuousweld Cooling Rack | Inspection |

Inspector Final "A"
E.W. Finish

Inspection
Inspector Final " $B$ "
8" Finish\#1
InspectionFinal " $B$ "
8" Finish\#2
Inspector Seamless
Mill
Inspector E.W. \#1 Mill inspector Crop 8" Mill Inspector Final "A"

## C.W. \#2

Operator End Welder
Operator Straightener
Shipper
Operator \#1, \#2, \#3,
\#4 Auto Threaders
Operator Roll
Straightener
Operator Cut-offs \#39
B. \& 0 .

Operator Cut-off
Automatic \#34 B. \& O.
Operator Furnace
Charger
Operator Billet Saw
Operator Centreless
Grinder
Operator, Upsetter
Operator Roll
Straightener
Operator \#2 Draw

## Bench

Operator Hot Swager
Operator Slitter
Shipper - Shed
Pipe Repairs
Operator Slitter
Operator Bright
Anneal Furnace

Inspection
Inspection
Inspection Inspection
Inspection
Inspection
C.W. Mill
C.W. Finish

Nipple Shop
Nipple Shop
$8^{\prime \prime}$ Mill
8 ' Finish
$8^{\prime \prime}$ Finish
Seamless Forge
Seamless Forge
Seamless Forge
Seamless Finish
Seamless Finish
Cold Draw
Cold Draw
16" Mill
16' Finish
16" Finish
E.W.T. Mills
E.W.T. Finish

| Operator Straightener |  |
| :--- | :--- |
| (Sutton) |  |
| Operator Axle Tube | E.W.T. Finish |
| Cutting Machines | E.W.T. Finish |
| Set-up Attendant | E.W.T. \#4 Finish |
| Inspector Crusher/ |  |
| Guided Bend Tester |  |
| 16" Mill | Inspection |
| Inspector Final "A" |  |
| 16" Finish |  |
| Inspector Final "A" | Inspection |
| Cold Draw | Inspection |
| Inspector Final "A" |  |
| Seamless Finish \#2 | Inspection |
| Inspector Final "A" | Inspection |
| Seamless Finish \#1 | Inspection |
| Inspector 8" Mill | Yard Services |
| Shipper | Yard Services |
| Driver Tractor- | Yard Services |
| Trailer Highway | Yard Services |
| Operator Locomotive | Track Repairs |
| Oiler Plant General | Mech. Maint. |
| Shops - Stocker | Mech. Maint. |
| Operator Drill Press | Mech. Maint. |
| Heater | C.W. Mill |
| Set-up Attendant | Nipple Shop |
| Set-up Attendant | Nipple Shop |
| - Lead Hand | Galvanize |
| Pot Repairs | Seamless Forge |
| Heater |  |
| Operator Hot Saw | Seamless Forge |
| Operator Slitter | 8" Mill |
| H.S.S. Coordinator | 16" Finish |
| Operator Tester | 16" Finish |
| Roll Grinder | E.W.T. Mills |
| Operator Assistant | E.W.T. Mills |
| \#2 Mill |  |
| Operator Assistant | E.W.T. Mills |
| \#3 Mill |  |

Operator Assistant
\#4 Mill
Inspector Final "A"
8" Finish \#1
Inspector Final "A"
8" Finish \#2
Inspector 16" Mill
ElectromagneticTester
Operator Seamless
Shipper
Operator Derrick
Rollsetter— Relief
Operator \#1 Tube Mill
Service Attendant

## (Tools)

Roll Assembly
Operator Sizing/
Piercing Press
Spell \#1
\#1 Ultrasonic Operator
8' Finish
\#2 Ultrasonic Operator
8 " Finish
Inspector Ultrasonic
Operator 16" Finish
Conductor
Carpenter
Operator Tracer Lathe
Operator Sutton
Straightener
Set-up Roller Bed Operator Push Bench
Tool Attendant
Tool Attendant
Assistant Operator
H.F.W. Pipe Mill

Operator Expander
Operator Grinders
E.W.T. \#4 Mill

Inspection
Inspection
Inspection
Inspection
Shipping
Yard Services
C.W. Mill
E.W.T. Mills
E.W.T. Mills

Seamless Forge
Seamless Forge
Seamless Forge
Inspection
Inspection
Inspection
Yard Services
Mech. Maint.
Mech. Maint.
Cold Draw
Seamless Forge
Seamless Forge
8" Mill
16" Mill
16" Mill
16" Finish
Mech. Maint.
C.W. Mill

Operator \#2 Tube Mill
E.W.T. Mills

Operator \#3 Tube Mill
E.W.T. Mills

Operator \#4 Tube Mill
Rollsetter
Lead Hand
Armature Winder

## E.W.T. \#4 Mill

Seamless Forge
Seamless Forge Elec. Maint.

8" Mill
16" Mill
Mech. Maint.
Mech. Maint. Mech. Maint. Mech. Maint.

Mech. Maint. Mech. Maint.

Mech. Maint. Mech. Maint.
Mech. Maint.
Mech. Maint. Mech. Maint. Elec. Maint.

Elec. Maint
Elec. Maint.
Utilities

Utilities
Elec. Maint.
Utilities
Utilities

Each of the parties hereto has caused this Agreement to be signed by its duly authorized representatives as of the day and year first above written.
FOR
STELCO PIPE AND TUBE COMPANY
PAGE-HERSEY WORKS
W. A. Hopkins
J. F. Eigner
D. G. White
B. J. Pilgrim

FOR:
UNITED ELECTRICAL, RADIO\& MACHINE
WORKERS OF CANADA AND ITS LOCAL523
M. Menicanin
R. A. McCallion
B. Taylor
R. Pare
J. Gojmerac
B. Smith

FOR:
U.E., R. \& M.W.C., (UE)
J. Trufal
D. Barry

## L3B 3L9

## Dear Sir:

## ITEM 1 <br> $5 / / 1$

## Letter of Agreement re: Cost-of-Living Allowance

1. Effective with the first pay period following the release of the Consumer Price Index ( $1971=$ 100 Base) for October. 1984 , when compared to the Consumer Price Index(1971 = 100 Base) for July, 1984 for each 3 increase a cost-of-living allowance of one (1) cent per hour will be paid.
2. Effective with the first pay period following the release of the Consumer Price Index (1971 = 100 Base)for each of the following months, when comparedto the Consumer Price Index (1971 = 100 Base) for the respective months as shown below, for each . 3 increase, a cost-of-living allowance of 1 cent per hour will be paid.
(i) January 1985 compared to October 1984
(ii) April 1985 compared to January 1985
(iii) July 1985 compared to April 1985
(iv) October 1985 compared to July 1985
(v) January 1986 compared to October 1985
(vi) Aprii 1986 compared to January 1986
(vii) Jüly-1986 compared to April 1986
(viii) October 1986 compared to July 1986
(ix) January 1987 compared to October 1986
(x) April 1987 compared to January 1987
(xi) July 1987 compared to April 1'987
3. Any increase in the cost-of-living allowance payable, as calculated above, will be added to any cost-of-living allowance payable in the previous quarter. Any such allowance will be paid for straight time hours worked only and will not be paid for overtime hours, premiums or used as a basis for calculation of overtime.
4. The continuance of the cost-of-living allowance shall be contingent upon the availability of the relevant monthly Statistics Canada Consumer Price Index in its present form and calculatedon the same basis as the Index for November 1, 1984 (1971 = 100 Base). No adjustment retroactive or otherwise shall be made due to any revisionwhich may be made inthe Indexby Statistics Canadaduring the term of this Agreement.
5. Any decreases in the cost-of-living allowance calculatedfrom comparisons of the Consumer Price Indicesin any of thequarterlyperiods specified in paragraph2 shall reduce the net accumulated cost-of-living allowance, payable under paragraph3 above, effective at the times specified in paragraph2.
6. Cost-of-livingallowance will be paid for overtime hours worked on Saturday and Sunday provided that such hours worked are paid for solely on the basis of Clause 9.01 (d) (iii) and providedfurther that such allowance shall not be increased by reason of having been earned in overtime.

## ITEM 2

## Letter of Agreement re:

 Supplementary Payment Plan ForBargaining Unit Employees
The Company will establisha Supplementary Payment Plan (hereinafter referredto as the Plan) calculatedand paid in accordance with the following:

1. Attached hereto as Appendix " $A$ ' is a cents per Labour Grade scale which will be applicable to all jobs.
2. For the periods shown in Item 3 below, each employee who qualifies in accordance with Item 4 below shall be paid a Plan payment calculated and paid as follows:
(a) Based on the Labour Grade of the job or jobs actually occupied during such period, multiplied by the actual hours worked on
each suchjob by the employee during such period, and
(b) the provisions of Item 5 below shall apply, and
(c) the payment shall be paid to an eligible employee in accordance with the dates shown in Item 3 below.
3. Subject to Item8 below, Plan payments will be paid by the middle of the month following the end of each of the following quarterly periods.

## Quarterly Period

November 1, 1984 to
January 26, 1985
January 27, 1985 to
April 20, 1985
April 21, 1985 to
July 27, 1985
July 28, 1985 to
October 19, 1985
October 20, 1985 to
January 25, 1986
January 26, 1986 to
April 19, 1986
Abril 20, 1986 to
July 26, 1986
July 27, 1986 to
October 18. 1986
October 19, 1986 to
January 24, 1987
January 25, 1987 to
April 18, 1987
April 19, 1987 to
July 25, 1987
July 26, 1987 to
October 31, 1987 November 1987
4. An employee will be eligible to participate inthe Plan:
(a) Effective on the day following the date he completes three (3) months of continuous employment.
(b) Providedthe employee is on the payroll of the Company on the last day of the quarterly periodfor which the Bonus is calculated as provided in Item 3 above, except that an employee whose employment is or was terminated before such date for any of the following reasons shall be considered eligible during the quarterly period in which such termination occurs:
(1) Retirement on a pension under the provisions of the Pension Plan Agreement.
(2) Death.
(3) Laid off for lack of work as provided under Section 6 of the Basic Agreement, in which event, the employee shall be paidthe Plan paymenton the first regularPlan payment date following the date of his returnto work after recall as provided in the Basic Agreement. If a laid off employee fails to returnto work within the periodspecified inthe Basic Agreement or ceases to be entitled to recall, he shall forfeit his entitlementto such Plan payment.
5. The rate applicable under the Plan shall be paid for all hoursworked by an employee but shall not be increased by reason of having been earned in overtime. Hours not worked, eventhoughcompensated in accordance with a specific provision of the Agreement and deemed to be hours worked for other purposes, shall not be consideredto be hoursworked for the purposeof this Plan.
6. Payments madeto an employee under this Plan shall, commencing on May 17, 1975, be included for purposes of calculating an employee's vacation and statutory holiday pay entitlement in accordance with the terms of the Basic Agreement.
7. In view of the fact that it is the desire of the Company and the Union to provide full and efficient employment, the Company asks and the Union agrees to encourage its membersto improve production wherever possible and to reduce absenteeism.
8. This Planshall continue in effect during the quarterly periods provided in Item 3 above.
9. (a) It is understood and agreed that any employee eligible under the provisions of this Plan who participates in a strike shall forfeit the greater of any entitlement to payment from the date of his participationto the end of such quarterly period or the entitlement to payment for the last two pay periods in such quarterly period.
(b) Participation in a strike continuing into the next quarterly period will result inthe further application of paragraph (a) above.
10. It is understoodand agreed that the BasicAgreement shall be read and construed with the necessary changes so as to give full effect to the provisions of this Planand, in the event of any conflict, the provisions of this Plan shall govern.

PAGE-HERSEY WORKS

| Labour Grade | Appendix "A" |
| :---: | :---: |
| 1 | $\$ .15$ |
| 2 | .15 |
| 3 | .16 |
| 4 | .18 |
| 5 | .20 |
| 6 | .22 |
| 7 | .28 |
| 8 | .32 |
| 9 | .38 |
| 10 | .44 |
| 11 | .51 |
| 12 | .58 |
| 13 | .69 |
| 14 | .79 |

## ITEM 3

## Letter of Agreement re:

## Page-Hersey Works Attendance Plan

1. Employeesshall be paid four (4) cents for each hour worked. Hours not worked, even though compensated in accordance with a specific provision of the Basic Agreement and deemed to be hours worked for other purposes, shall not be consideredto be hours worked for the purpose of the Attendance Plan
2. An employee will bee eligible to participate inthe AttendancePlanon the day following the date he completesone (1)year of seniority with the Company as defined in the Basic Agreement.
3. Subjecttoltem 4, AttendancePlanpayments will be paidto eligible employees by the middleof the month immediatelyfollowing the end of each of the following periods:

## Period

November 1, 1984 to
November 30, 1985
December 1, 1985 to
November 29, 1986 November 30, 1986 to October 31, 1987

## Paid During Month Of <br> December 1985 <br> December 1986 <br> November 1987

4. (a) When an eligible employee's employment and seniority are terminated in accordance with the Basic Agreement, he will be paid any moniesto which he is entitledunderthe Attendance Plan assoon as possiblefollowing termination.
(b) When an eligible employee is laid off, hewill be paid any moniesto which he is entitled under the Attendance Plan during the first monthfollowing his recall and returnto work unless he notifiesthe Company in advance of his lay-offthat he wishes to receive payment upon lay-off in which event he will be paid any monies to which he is entitled
under the Attendance Plan as soon as possible following his date of lay-off.
5. Payments made under the Attendance Planshall not be included for the purpose of calculating an employee's vacation or statutory holiday pay entitlement.
6. It is understoodand agreedthat the Basic Agreement shall be read and construedwith the necessary changes so as to give full effect to the provisions of the Attendance Plan and, in the event of any conflict, the provisions of the Attendance Plan shall govern.

## ITEM 4

## Letter of Agreement re: Meal Allowance

The Company submits the following to clarify when a Meal Allowance is paid.

1. When an employee works more than two (2) hours following an eight (8)hour shift, he shall be paid a meal allowance.
2. Such allowance will be paid after eight (8) hours if it is known in advancethat the overtime will last more than two (2) hours.
3. If the length of the overtime is not known in advance, the meal allowance will be paid as soon as practical afterthat information is known or as soon after ten (10) hours as possible.
4. If the overtime extends beyondtwelve (12) hours, a second meal allowance will be paid aftertwelve (12) hours if the first meal allowance was supplied after eight (8)hours. In any case, the second meal allowance will be paidfour (4) hoursfollowingthe first.
5. When an employee works for sixteen (16) consecutive hours, he will be paid a meal allowance after eight (8) hours and a second meal allowance after twelve (12) hours.
6. When an employee works four (4) or more hours priorto the start of his regular shift, hewill be paid a meal allowance.
7. When an employee works two (2) or more hours prior to the start of his shift and then works beyondthe end of his regularshift, he will be paid a meal allowance.
8. A meal allowance will not be paid when an employee works a scheduled eight (8) hour shift on Saturday or Sunday or any other holiday for which overtime rates are paid or where by reason of working a four shift schedule an employee works a sixth or seventh shift on the regular working days Monday through Friday.
9. When an employee works more than two (2) hours in excess of his scheduled hours on Saturday, Sunday, statutory holidayor regularlyscheduled days off, he will be paid a meal allowance.

## ITEM 5

Letter of Agreement re: Job Definition
For purposes of the Basic Agreement, the term "Job" shall be defined as the job identified and evaluated under the Job Evaluation Programme.

## ITEM 6

Letter of Agreement re: Allegation of Discharge
This will confirmthe understanding betweenthe parties with regard to grievances in which an employee voluntarily terminated his employment but claims that he was unjustly discharged.
Where such a grievance is filed, theterms of Clause 5.05 of the Basic Agreement will apply, and such grievance must be filed within seven (7) calendar days after the employee notifies the Company that he is voluntarily terminating his employment with the Company.

ITEM 7

## Letter of Agreement re: Discipline Record

At the time that an employee is suspended and warned that further discipline would include discharge, the Company will discuss the disciplinary record of such employee with either the Chief Steward or the Shop Chairman. Inthe event that neither of the above Union representatives is available, the discussion will be with the Deputy of either representative.

## ITEM 8

## Letter of Agreement re: Certification

As a result of requirements imposed on the Company by customers and/or government agencies, the Comany will, from time to time, require an employee performing quality control and other related functions to meet certain physical and technical levels of competency as may be required by such customers or government agencies. An employee assigned to such work will, as a result, be required to satisfactorily complete the required medicalexaminations, training and tests in order to maintain compliance with such standards. The employee will receive instruction and training and will be tested in the areas covered by such instruction and training.
An employee who occupies a permanentiob in accordance with the terms of the Basic Agreement and who is unable to meet the required standards will be displaced in accordance with Clause 6.08.

## ITEM 9

## Letter of Agreement re: Arbitration Procedure

It is the intentand purposeof this Letterto promotethe promptand efficient resolutionof grievanceswhich have been referredto Arbitration
The parties agree that the following procedure shall apply and Clause 5.13 shall be read and construedwith the necessary changes so as to give effect to the following:

1. Within fifteen (15) days from the date a grievance is referred to arbitration, the Union shall meet with the Companyto reviewthe issue in dispute At such meeting, the Company will submit a statement of facts which the parties will review for the purpose of determining which facts are agreed to and which are still in dispute. The partieswill attempt to reconcile the differences The agreedto statement of facts will be submitted at the arbitration hearing.
2. The Union's representativesat such meeting will bethe Shop Chairman(or his delegate), the Chief Steward (or his delegate) and the Business Agent for Local523U.E. (or his delegate) and the Company's representatives will be the Manager of Personnel\& Industrial Relations(or hisdelegate) and one other member from the IndustrialRelations Department.
In special circumstances, and by agreement by both parties, persons directly involved in the incident may be invitedto attend such meetingfor the purposes of clarifying any facts which may be in dispute. An employee who is invitedshall be paid for time lost from work at his standard hourly rate.
3 At such meeting, the partieswill agree to a Chairman of the Board of Arbitration from amongst those shown on the attached list. Inthe event the partiescannot reach agreement, a Chairmanwill be selected on a rotationbasis. The parties will
arrange for a representativeto attend any Board hearing in the event that such is scheduled.
3. In discipline or discharge cases for just cause, the parties may agree thatthe Arbitratorselected in accordance with paragraph 3 . above will act as a single arbitrator. In such cases, the provisions of Clauses 5.13 and 5.14 shall be read and construed with the necessary changes.
4. At the Arbitrator's discretion an oral decisioncan be issued at the completion of the hearing. In such cases, a written award will be prepared at the request of either party.
5. Inthe event that either party chooses to process a grievance under the provisions of Section 45 of the Labour Relations Act, 1981, it is understood that the grievance shall not be processed further through the grievance procedure as set forth in Section 5 and this Letter of Agreement shall not apply.
6. This Letter of Agreement shall remain in effect until October 31, 1987 except that it may be terminated by either party upon thirty (30) days' written notice. Such written noticeshall be signed by the Shop Chairman and the Business Agent of Local523 U. E. Any grievance having been referred to arbitration and processedthrough any part of this Letter shall continue to be processed in accordance with these provisions notwithstanding any notice of termination.
ARBITRATORS
B. Welling
G. Adams
W. Rayner
K. Burkett

## ITEM 10

## Letter of Agreement re: Clause 9.01 (h)

The Company shall divide overtime work as equitably as practicableamong those employeesperforming the same work.

1. Overtime work on Saturdays and Sundays

As a general rule, Saturday overtime work will be first offered to the employee who performs the work on the same shift the preceding Friday Sunday overtime work will be first offered to the employee scheduledto perform the same work on the same shift the following Monday.
2. Filling of 'scratch' vacancies
'Scratch' vacancies are those which become known duringthe shift immediatelyprecedingthe vacant shift.
When a 'scratch' vacancy must be filled by an employee working overtime, that overtime work will be offered to employees in the following order:
A. The employee performingthe same work on the shift immediatelyprecedingthe shift on which the vacancy occurs.
B. The employee performingthe same work on the shift notscheduledfor that day (20turn schedule).
C. The employee performingthe same work on any other shift.
D. An employee qualified to perform but not performing the same work on any shift.
If notification of the vacancy does not allow sufficient time to follow the above procedure, any employee who is qualified to perform the work from the shift immediately prior to the shift on which the vacancy occurs may be held over for a period of four (4) hours following which the eligible employeefrom the shift immediatelyfollowing will be called in four (4) hours early to fill the remainder of the vacancy.
3. Filling of vacancies known well in advance

Except on a 20 turn schedule, such vacancies will be filled in the same manner as 'scratch' vacancies.
On a 20 turn schedule, an employee performing the same work who is scheduled off on the day on which the vacancy occurs will be offered the overtime work first. The sequence from then on will be as in 2. (A), (C) and (D) above.

## ITEM 11

## Letter of Agreement re: Clauses 6.01 and 6.05 (f)

The Company and the Union have agreed as follows:

1. Clauses 6.01 and 6.05 ( 9 of the Basic Agreement shall be read and construed so asto provide that an employee who is laid off work while disabled and receiving weekly compensation payments underthe Workers' CompensationAct or receiving Weekly Indemnity payments under the Benefit Plan for Bargaining Unit Employees, and is subsequently recalled but unable to return to work due solely to continuing to be disabled with the same disability which he was suffering at the date of his layoff and receiving weekly payments as specifiedabove, will be deemedto be recalled and reinstated in employment for all purposes of the Agreement on the effectivedate of his recall.
2. An employee who, while on layoff, becomes disabled due to accident or sickness and is unable to return to work when recalled due solely to being so disabled, will be deemed to be recalled and reinstated in employment on the effective date of his recall for all purposes other than for eligibility under the Agreement for an Insurance Program. However such employee may reestablish Group Insurance coverage from the date of his recall to the date of his actual return to work provided he pays the appropriate premiums for whatever coverage he is eligible to subscribe.

## ITEM 12

## Letter of Agreement re: Safety Boots

The Company will subsidize the cost of approved regular safety boots to the extent of $\$ 50.00$ once per year on the cost of boots. The Company will subsidize the cost of approved safety boots equipped with metatarsal protectorsto the extent of $\$ 55.00$ once per year on the cost of the boots and will pay $100 \%$ of the cost of metatarsal protectors.

## ITEM 13

## Letter of Agreement re: Union Dues

If Uniondues should be changed from a single rate for all employeesto a calculation based on employee earnings, the average rate used to calculate statutory holiday pay shall be used.

## ITEM 14

## Letter of Agreement re: First Aid Slips

The employeeconcernedwill be given a copy of the first aid slip when such a slip is issued by the Nurse or the First Aid Attendant.

## ITEM 15

## Letter of Agreement re: Vacation Forms

The Company will give to each employee a duplicate copy of hisvacationauthorizationform. It is understood, however, that such form does not constitutea guarantee of vacation or a guarantee of the time of vacation.

## ITEM 16

Letter of Agreement re: Safety and Health
At the request of the Union, the Company will meet with the Uniontwice each year to discuss situations relating to washrooms, changerooms and lunchrooms.

## ITEM 17

Letter of Agreement re: Hours of Work

1. When a crew on an operation regularly scheduled on a day shift operationcommencesa week of day shift immediately following one week of afternoon or night shifts, the crew shall be scheduled for eight (8)hours per day including a fifteen (15) minute paid lunch period for that week only.
2. Paragraph 1. above will not apply to a crew on an operation regularly scheduled on a two or three shift operation which is rescheduled to a day shift operation.
3. When an operation regularly scheduled on atwo or three shift operation is rescheduled to a day shift operationfor two or more weeks, the scheduled hours for all day shifts will be 7:00 a.m. to 3:30 p.m.
4. When an operation regularly scheduled on atwo or three shift operation is rescheduled to a day shift operationfor two weeks only, the Company will make every effort to maintain that schedule for the two week period. If there is any indication that the operation may revert to a two or three shift schedule prior to the end of the two week period, then for the first week of that two week period, the employees concerned will be scheduled 7:00 a.m. to 3:00 p.m. ratherthan 7:00 a.m. to 3:30 p.m.
It must be understoodthat conditionscould arise, unknown to the Company at the time the day schedule was initiated, which would prevent the Company from complying with the above.

## ITEM18

## Letter of Agreement re: <br> Armature Winder and instrument Repairs

Employeeswho are qualifiedand performing the trade job of Electrician will be paid the appropriate Labour Grade Job Rate for Electricianfor all hours worked on the jobs of Armature Winder and Instrument Repairs.

ITEM 19
Letter of Agreement re: Clause 6.12
In applyingthe provisionsof Clause6. 12 during a reduction of working forces, an employee, who holds one of the specified Union positions, other than Department Steward, who on the basis of his actual seniority and subject to Clause 6.01 , would be laid off work under the provisions of Clause6.08, will be deemed to have pref erential seniority to the extent that he will be placed, sub ject to Clause6.01, on the availablejob held by another employee who has the least seniority in the Plant.
In the case of an employee who holds the position of DepartmentStewardon a shift, who on the basis $f$ his actual seniority and subject to Clause 6.01 , would be transferred off of such shift in accordancewith the provisions of Clause6.08, he will be deemed to have pref erential seniority to the extent that he will be placed subiect to Clause6.01, on the available job on such shift held by another employee who has the least seniority on such shift.
It is further agreed that the granting of preferential seniority to the employees specifiedabove shall not be consideredfurther for the purposes of Clause 6.09 and shall not be usedto deny any other employeesof their entitlement under the terms of this Agreement.

## ITEM 20

## Letter of Agreement re: Riggers

The Company and the Union have agreedthat the trade job of Rigger will be continued in effect only for the period of time that the existing employees who are currently classified as Riggerscontinue inemployment and are requiredto be assignedto such job. It is understood that no other employees will be classified as or assigned to the job of Rigger and that if additional rigging work is required to be performed, save as provided below, a Mechanic may be assigned to perform such work.
In the event that an existing Rigger is displaced as a result of a reduction in the level of operations, he shall be entitledto recallto the job of Riggerwhen operations are increased. Rigging work will not be assigned to Mechanics so as to deny a displaced Rigger.

## ITEM 21

## Letter of Agreement re: Hot Jobs 520/1

Employees assigned to the jobs listed below will be entitled to paymentunder the Supplementary Payment Plan on the basis of the applicable rate three labour grades higher than the actual labour grade rate of the job or jobs on which the employee worked.

## Seamless Forge

Operator Push Bench
Operator Reeler
Operator Sizing/Piercing Press
Operator Hot Saw
Spell \#1
Operator Furnace Charger
Operator Reheat Furnace
Operator Scarfer
Furnace Operator - Reducing Mill
Heater
Rollsetter

Set-up Roller Bed
Operator Scarfer Helper
Roll-in - Reducing Mill
Attendant Rack
Attendant Cooling Rack
Lead Hand Spell \#2

## Seamless Finish

Operator Upsetter
c.W. Mill

Operator End Welder
Operator Mill
Rollsetter - Relief
Heater
Attendant Burners
Attendant Cooling Rack - West
Skelp Coil Attendant
Galvanize
Charger Hooks
Blower Dump Attendant
Pot Repairs
Heater Skimmer
Helper Pot Repairs
ITEM 22

## Letter of Agreement re: Training

Followingnegotiations,the partieswill meetto discuss methods of Training for designated Assigned Maintenance Jobs.
The parties will also discuss sequences of jobs in Mill Operationsfor purposesof adequate training of those people responsible for Mill Operations.

## ITEM 23

## Letter of Agreement re: Lunch Period Changes

This will confirm the practicein regardto changing lunch periods at Page-Hersey Works.

1. An employee who is deprived of his normal lunch period by the Company, and no period between the hours of 10:15 a.m. to 12:30 p.m. on the day turn, 6:15 p.m. to 8:30 p.m. on the afternoonturn or 2:15 a.m. to 4:30 a.m. on the night turn is substituted, will be paid for the period during which he normally would eat his lunch at the rate of time and one half.
2. If a period is substituted, and that period begins within the hours stipulated in (1) above, the employee will not be paid for his normal lunch period.
3. The Company does not intendto make wholesale changes in the normal lunch times of its employees and will continue its practiceof doing so only when, in its opinion, the change is necessary.
4. An employeewho begins his normal lunch period and has that period interrupted by the Company by requiring himto work part of it, will be paid for his normal unch period at the rate of time and one half.

## ITEM 24

## Letter of Agreement re: Training Opportunities

The Company is prepared to assist employees in becomingqualified on otherjobs so as to afford employment protection in the event of a reduction in working force. Whenever the Superintendent of a department determines there is a need to train additionalemployees so as to increasethe depth of qualified employees who would be available for future vacancy filling, a notice of such training opportunity will be posted on the department bulletin board and interested employees may file a written request to be considered for such training. It is understood that the training of employees will take
placeat times determined by the Company and may not be continuous. At the request of the Union, the Com pany will discuss the basisfor offeringtraining to other than the senior applicant.
The Union may request a meeting with the Company prior to the peak vacation periodto discuss the jobs for which training may be necessary.


## ITEM 25

## Letter of Agreement re: Apprentices



An employeeenrolled in an Apprenticeship Programme shall be given credit for vacation entitlement purposes only, for seniority accumulated in the Bargaining Unit immediately prior to his being hired intothe Apprenticeship Programme.
When such employee successfully completes his apprenticeship and is assigned to a Trade and Craft job inthe Bargaining Unit, he shall be given creditfor all purposes for seniority accumulated inthe Bargaining Unit immediately priorto his being hired into the Apprenticeship Programme.
If an apprentice, who had worked inthe Bargaining Unit immediately prior to being hired into the Programme, is prevented from completing his apprenticeship due solely to being laid off for adverse businessconditions, such person will be eligible to be returned to the Bargaining Unit and if $s 0$ returned shall be given creditfor all purposesfor accumulated service out of the Bargaining Unit as well as prior seniority inthe BargainingUnit.

## ITEM 26

## Letter of Agreement re: Lead Hand Jobs

The Company will pay a special allowance to Lead Hands in the amount of fifty ( 50 ) cents per hour in excess of the Labour Grade Rate of the highest job led.

ITEM 27
Letter of Agreement re: Clause 6.08 (d)
In the event of a breakdowns specified In Clause 6.08 (d), any required work which is unrelated to the operatons will be performed by the effected employees in order of their seniority.

Yours very truly
STELCO PIPE AND TUBE COMPANY Page-Hersey Works
B.J. Pilgrim, Personnel\& Industrial Relations Manager


