

**COLLE  
AGREE**

BETWEEN

**DOMINION BRIDGE  
WINNIPEG (DUBLIN)  
A UNIT OF AMCA  
INTERNATIONAL LIMITED**

AND

**UNITED STEELWORKERS  
OF AMERICA AND  
Local 4095**

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# **COLLECTIVE AGREEMENT**

made this 10th day of June, 1983 at

**Winnipeg, Manitoba**

Between

**Dominion Bridge-Winnipeg  
(Dublin)**

**A Unit of AMCA  
International Limited**

hereinafter called "The Company"  
of the first Part

and

**United Steelworkers of America  
Local 4095 and the  
United Steelworkers of America**

hereinafter called "The Union"  
of the second Part.

## **Article 1**

### **PURPOSE OF AGREEMENT**

1.01 Whereas the parties agree that it is mutually beneficial and desirable to arrange and maintain fair and equitable wage rates and working conditions, to obtain efficient operations, to protect the safety and health of employees and to provide machinery for the adjustment of disputes which may arise between the parties hereto. Therefore, ~~the~~ Company and the Union agree as follows.

## **Article 2**

### **UNION RECOGNITION**

2.01 Pursuant to the certification **granted** by the Manitoba **Labour** Board, under Certificate MLB-31, dated the 26th day of November, 1947, the Company **recognizes** the Union as the sole and exclusive bargaining agency for all its employees in ~~the~~ Company's Shop at Dublin Avenue except:

- (a) Foremen, Assistant Foremen, Timekeepers and Clerks; and
- (b) Persons having the right to hire or discharge, or engaged in a confidential capacity; and
- (c) Employees whose principal duties involve the protection and security of the Company property, including Watchmen and Foremen; and
- (d) Engineers, Students and **Draughtsmen** engaged in technical duties or being given practical training in the Shop.

2.02 The terms and conditions **set** forth in **this** Agreement shall have full force and effect for all

employees in the bargaining unit as described in **Section 2.01**.

**2.03** Employees of the Company who are not in the bargaining unit shall not work on any jobs which have been and are normally performed by employees in the bargaining unit except for existing practices and for purposes of instruction, experimenting or in emergencies when regular employees are not available. This shall not apply to students hired temporarily to work during the summer months. provided that this shall not cause the loss of employment to regular employees in the bargaining unit.

### **Article 3**

#### **NO DISCRIMINATION**

**3.01** The Company and the union agree that there will be no discrimination against any employee because of race, creed, colour, sex, national origin. Union membership or non-membership in the Union. or participation in Union affairs.

### **Article 4**

#### **COMPANY RIGHTS**

**4.01** The Union agrees that it is the right of the Company to manage the affairs of the business and to direct its working forces, subject to the terms of this Agreement.

**4.02** Without limiting the generality of Section 4.01, such Company rights shall include the right:-

- (a) to determine the products and schedules of production, the locations of production and the methods and sequence of manufacturing processes.

- (b) To maintain discipline of employees, including the right to ~~make reasonable~~ rules and regulations, provided however, that any dispute as to the reasonableness of such rules and regulations or any dispute involving claims of discrimination against any employee:
- (1) in the application of such rules and regulations; and
  - (2) in the direction of the working forces. shall be subject to the provisions of Article 6 "Adjustment of Grievances" and Article 7 "Arbitration".
- (c) To discharge, suspend or discipline employees for just and reasonable cause, and also to hire, layoff. transfer. promote. and to assign employees to shifts. with due regard to seniority rights.

## **Article 5**

### **UNION SECURITY**

5.01 The Company will deduct, as a condition of employment, each month. from the earnings of each employee, Union Dues in the amount certified by Local 4095, United Steelworkers of America to be currently in effect and in accordance with the Constitution of United Steelworkers of America

5.02 Each monthly remittance of Union Dues to the Union shall be in the form of a cheque. made payable to the "International Treasurer, U.S.W.A." and shall be forwarded to the Financial Secretary of *the* Local Union.

5.03 Each monthly remittance shall be accompanied with a listing of names of those employees from whose earnings deduction **was** made and the amount

deducted from each. The names of those employees who are on Workers' Compensation, off sick, or who are no longer employed with the Company shall be included on the list.

5.04 Membership in Local 4095, United Steelworkers of America is not compulsory and the sums so deducted from nonmembers will be *treated* as their contribution towards the expense of maintaining the Union.

5.05 No deduction shall be made from the earnings of any employee in any month where he has earned less than five (5) days' wages.

5.06 it is understood and agreed that the Union will indemnify the Company and Save it harmless from any and all claims which may be made to it by an employee or employees for amount deducted from wages as herein provided.

5.07 Employees from whose earnings deductions are made shall be adjusted every three (3) months for the computation of Union Dues.

## **Article 6**

### **ADJUSTMENT OF GRIEVANCES**

6.01 The **purpose** of this Article is to establish procedures for discussion, processing and settlement of grievances as defined in Section 6.02 of this Article.

6.02 "Grievance" as used in this Agreement is a complaint or unsatisfied request involving any matter relating to wages, hours or working conditions, including questions or interpretations or application of, or compliance with, the provisions of this Agreement and **shall** only relate to or concern any grievance which has arisen subsequent to the date of this Agreement.



**6.03 Step One** — If a grievance is presented to a Foreman by any employee, alone or accompanied by his Steward, he shall endeavour to settle the grievance so presented.

Where an employee's Steward is not available an employee may be accompanied by the Steward nearest the employee's work area.

**Step Two** — If no settlement is reached within three (3) working days of "Step One", the employee alone, or with his Steward, or the Chief Steward, may submit the grievance to the Superintendent.

**Step Three** — If no settlement is reached within three (3) working days of "Step Two", the grievance may be reported to the Grievance Committee. If this committee decides the matter warrants, the committee with or without the employee and/or the Steward, shall present the written grievance, signed by the employee, to the Manager of Manufacturing at which time the International Union's representative may be present.

**6.04 Grievances** not processed from one step to another within five (5) working days shall be deemed to be settled on the basis of the Company's reply at the previous step.

**6.05 All settlements arrived at shall be final and binding upon the Company, the Union and the employee or group of employees concerned.**

**6.06 The Union or the Company shall have the right to initiate a group grievance or a grievance of a general nature at "Step Three" of Section 6.03. In the case of a grievance instituted by the Company, the written grievance shall be presented to the President of the Local Union with a copy thereof mailed to the United**

Steelworkers of America, 570 Portage Avenue. Winnipeg, Manitoba. A reply to a Company initiated grievance shall be given within ten (10) working days from the time the grievance was presented or a time mutually agreed upon.

6.07 Matters to be dealt under the foregoing provisions shall normally be discussed during working hours, but lengthy negotiations for settlement of disputes shall be conducted outside working hours.

## **Article 7**

### **ARBITRATION**

7.01 Where a difference arises between the parties relating to the interpretation, application or administration of this Agreement, including any question as to whether the matter is arbitrable or where an allegation is made that **this** Agreement has been violated, either of the parties may, within ten (10) working days after exhausting any grievance **procedure** established by this Agreement, notify the other party in writing of its desire to submit the difference or allegation to arbitration and the notice shall contain the name of the first party's appointee to an Arbitration Board. The recipient of the notice shall within five (5) working days advise the other party of the name of its appointee to the Arbitration Board.

7.02 (A) The party referring the matter to arbitration shall, within fifteen (15) days of the appointment of its arbitrator, select in rotation, from the following panel of individuals, a third member of the Arbitration Board who shall be Chairman thereof.

Jack M. Chapman, Q.C.  
G. Sigurdson

If, after making all reasonable efforts to select a Chairman within the time herein set out. the party responsible for the selection is unable to find a Chairman able or willing to act, such time limit will be extended to the length of time required to obtain the services of a Chairman from the panel. If any individual of the above panel, who having been requested in his turn to act as Chairman on an arbitration, shall be unable or unwilling to act, he shall not again be requested to act as Chairman on any arbitration until his name comes up again on the regular rotation of the panel.

(B) The parties shall endeavour to agree on a wording of the statement of the dispute to be arbitrated, or if they are unable to agree. each of the parties may submit its statement of the dispute to the **Board**. The Arbitration Board shall hear and determine the difference or allegation and shall issue a decision and the decision shall be final and binding upon the parties and upon any employee affected by it. The decision of the majority shall be the decision of the Arbitration Board, but if there is no majority the decision of the Chairman shall be the decision of the Board.

7.03 **No person** may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.

7.04 Each of the parties hereto will bear the expense of the Arbitrator appointed by it or for it and the parties will jointly bear the expense of the Chairman of the Arbitration Board. The proceedings of the Arbitration Board will be expedited by the parties thereto.

7.05 At any stage of the grievance **procedure** including arbitration. the conferring parties may have the

assistance **of** the employee or employees concerned and any necessary witnesses. and all reasonable arrangements will be made to permit the conferring parties to have access to the plant and to view disputed operations and to confer with the necessary witnesses.

7.06 The parties agree that an Arbitration Board set up under this Article shall not have the power to add **to**. delete from, change. or make any decision contrary **to** the provisions of this Agreement, and the Arbitration Board **in** rendering its decision shall be governed by the provisions of this Agreement and by past practices where such have **not** been specifically altered **or** provided for in this Agreement.

7.07 The **parties** agree to abide by the provisions of Article 6 "Adjustment **of** Grievances" and Article 7 "Arbitration" as the only means of resolving **any** difference which may arise during the term of this Agreement.

## **Article 8**

### **DISCHARGE AND DISCIPLINARY PROCEDURE**

8.01 In order to maintain discipline and in **the** interests **of** safety and economy of operation, and for the protection of person and property, general rules governing shop discipline will be posted as a guide to individual conduct in the plant. The Union may challenge the application of any such rules or any penalty imposed for the infraction of such **rules by** an employee.

8.02 The Company will warn an employee before **taking** disciplinary action. unless the circumstances **justify** immediate suspension or discharge. In the event

of a claim that an employee has been discharged or suspended unjustly or unreasonably, the grievance shall be filed at "Step Three", Section 6.02 of Article 6 "Adjustment of Grievances", within five (5) working days. However, such employees may see the Chief Steward if on 2nd or 3rd shift before leaving the plant.

Where an employee's Steward is not available, an employee may be accompanied by the Steward nearest the employee's work area.

8.03 (A) Warnings shall be given in writing or in the presence of a Steward.

(B) Twelve (12) months after a warning has been issued, the warning so given shall not be considered in any subsequent disciplinary action. In cases where an employee has been given a subsequent warning, before the previous warning has expired, such subsequent warning shall not be considered in any disciplinary action after twenty-four (24) months from the date of issuance.

8.04 If it is determined or agreed at any Step in Article 6 "Adjustment of Grievances" or Article 7 "Arbitration", that any employee has been disciplined, suspended or discharged unjustly, the Company shall put him back on his job with **no loss of seniority** and recompense him for lost earnings either in full or in part, or apply any penalty which is just and equitable in the opinion of the parties or in the opinion of the Board of Arbitration.

## Article 9 SENIORITY

9.01 The parties recognize that job security should increase in proportion to length of service and that job opportunity, where the employee has demonstrated

ability in his day to day work. should increase in proportion to his length of service.

**9.02** In recognition of the responsibility of the Company for the efficient operation of the plant. it is understood and agreed that in all cases of vacancy. promotion and transfer, the Company may pass over any employee who has not the ability to **perform** the work efficiently.

### **Calculation of Seniority**

**9.03** (A) An employee's seniority shall be his length **of** service with the Company. calculated in years and months only. from the first day **of** the month following the day he was hired. In the event of a layoff involving employees with equal seniority as defined above. seniority will be based on the original date of hiring in disputed cases.

(B) An employee shall not acquire any seniority until he has worked a probationary period of sixty (60) working days. After the completion of the probationary period. this service shall be included in his length of service.

(C) It is agreed that the Company's apprentices shall not be subject to seniority regulations during the period **of** their apprenticeship. provided that retaining an apprentice in the Company's employ shall not cause the layoff **of** a Tradesman with greater length **of** service. Upon completing his apprenticeship ~~course~~, an apprentice shall be placed on the seniority list and be credited with his length **of** service during his apprenticeship.

(D) Seniority shall **be** maintained and accumulated during absence due to layoff. Seniority shall be maintained and accumulated during absence due to

certified illness or certified accident and while serving in Canada's **Armed Forces** in wartime and during authorized leave of absence.

(E) No employees shall gain regular employed status while relieving on any job for **reason** of absence due to illness, accident or vacation.

In the event the employee being relieved does not **return to** the job, the employee assigned temporarily to the **job** shall gain "**regularly employed**" status provided he has worked in the job in question for **60** working days in any **24** month period.

(F) An employees shall lose his seniority standing and his name shall be removed from all seniority lists for any one of the following reasons:

- (1) If the employee voluntarily quits;
- (2) If the employee is **discharged** for proper cause and is not reinstated in accordance with the provisions **of** this Agreement;
- (3) If the employee fails to report to work within five **(5)** working day after termination of a leave of absence, or within five **(5)** working days of being notified to **report** following layoff, unless such failure to report is due to reasonable cause;
- (4) If the employee has been on layoff due to lack **of** work for a **period** of more than twenty-four consecutive months;
- (5) If he has attained the age of 65;
- (6) If the employee is absent for five **(5)** consecutive working days without notifying the Company, unless excused by the Company.

9.04\* An employee, whose seniority has been broken for reasons set forth in Section 9.03 (F) (4) may,

following a probationary period of two (2) months after he is rehired, be credited with his seniority at the time of layoff.

9.05 Seniority shall apply in and according to the following departmental groups:

- (a) Structural Shop, including Template Shop. Shipping Yard, and area under No. 5 Crane Runway.
- (b) Reinforcing Shop and Reinforcing Yard.
- (c) Tower Shop, including western end of No. 4 Crane Runway. Galvanizing Shop, and Yard west of Galvanizing Shop.
- (d) Machine Shop, Stores, Electrical. Mechanical and General Maintenance.
- (e) Warehouse Operation.

9.06 **(A)** The Company will maintain a Seniority list for all employees arranged by Departments naming each employee's regular job, the jobs to which the employee has regularly employed status and the starting date of employment. **A** copy of such list will be posted for employee inspection in each Department. Copies shall be provided to the Union. The list shall be revised every six months. It is agreed that the Seniority list dated February 28th, 1970 is correct and that no dispute shall exist with regard to any employee's service prior to this date.

**(B)** No dispute pertaining to the Seniority list shall be considered after ten (10) days following the posting of the Seniority lists.

### **Reduction and Lay-off Procedure**

9.07 **(A)** When it is necessary to reduce the number of employees in any job, the employees affected and



the Union will be given one day's notice in advance: the reduction will be by **job** within a **departmental group**, subject to the employee's right of transfer as provided for in Section 9.07 (D), (E), and (F), unless he waives his rights under 9.07 (F).

(B) Should a lay-off result from a reduction in the number of employees in any job, the employees to be laid off and the Union shall be given **three (3) working days** notice in advance. except in the **case** of lay-offs or shutdowns occasioned by emergency conditions.

(C) The following order shall be **adopted** in cases of reduction and/or lay-off due to lack of **work**:

- (1) Employees with **no** seniority rights.
- (2) Learners on the basis of seniority rights.
- (3) All other employees on the basis of seniority rights.

(D) When it is necessary to **reduce** the number of employees in any job. it will be carried out in accordance with an employee's right of transfer to another occupation in his departmental group or to an occupation in another **departmental group**, which occupation he has **performed** as a regular job. **on** the basis of his seniority and his ability to do the job in question.

(E) An employee shall have the right of transfer to any job of the **same or lower job class** in his **trade or operation** including that of helper, on the **basis** of his seniority and his **ability** to do the job in question.

(F) **An** employee shall have the right of transfer to all existing jobs in Job Class 5 and **under** on the basis of his seniority and his ability to do the job in question.

(G) It is understood and agreed that the Warehouse Operation shall be exempt from plant-wide

seniority bumping in case of a reduction in the work force.

9.08 Deviation from the above procedure may be made by mutual agreement between the parties hereto when such deviations are necessary in order to retain a working force of employees who are qualified and able to perform the available work efficiently, or to retain a working force that may be readily increased to provide efficient operation when the volume of work increases.

9.09 Employees who are disabled or incapacitated by reason of age or infirmity may be exempted by mutual agreement between the Company and the Union from the seniority provisions and be given the preference of such available work as they are capable of performing.

### **Recall Procedure**

9.10 (A) In the event of an increase in the number of workers on any job, the Company shall be entitled to transfer any employee to such jobs. provided he has as much length of service as anyone on lay-off entitled to be recalled to such job.

(B) In the event that it is necessary to recall workers to any job. the following order shall be adopted:

- (1) Men on lay-off on the basis of seniority rights. subject to his having waived right to transfer in 9.07 (F).
- (2) Learners on lay-off on the basis of seniority rights.
- (3) If the Company requires the services of Operators or Tradesmen without seniority rights in preference to those mentioned in Paragraph (B) (2) above.

(C) The right of preference of men on lay-off to

be recalled shall apply to all jobs regularly performed by them.

. . . (D) Those entitled to be recalled shall be **notified** personally, or through the Union, or by letter sent to their last known address. Men so notified are required to communicate with the Works Office immediately. If, within five (5) working days following notice to return to work, the required number have not reported, the Company shall be entitled to issue additional recall notices to those with less seniority and to hire in the order of their reporting for work.

(E) In order to protect their seniority rights while on lay-off, the Works Office must be advised of any change of address.

9.11 For the purpose of this article, the following definitions will apply:

- (1) "Regularly employed" means employed on the job in question for 60 working days in any 24 month period.
- (2) Rate of Pay. An employee's rate of pay for the day shall be the highest job class he has performed during the day.
- (3) Rights of Transfer. An employee shall have the right to exercise his option in 9.07 (F) in each occurrence.

Having exercised his option in 9.07 (F), he shall have the **right** to withdraw his waiver and be available for the next recall to a Job Class 5 or lower.

Where an employee has exercised his option under 9.07 (F) and withdrawn his waiver, **seniority** shall not accumulate in respect of the period he was on lay-off.

## Article 10

### LEAVE OF ABSENCE WITHOUT PAY

10.01 Leave of absence not in excess of one (1) week may be granted any employee by arrangement with his Foreman.

10.02 Request for leave of absence for longer periods must be referred to the Personnel Department for approval. Such requests shall be given favourable consideration if a satisfactory reason is given and an employee's requests for leave are not too frequent.

10.03 Request for leave of absence for health reasons shall have the approval of the Company doctor.

10.04 The Company will grant necessary leave of absence without pay to delegates of the Union, from one (1) to six (6) in number, when required for the transaction of Union business at large. Leave of absence shall be requested from the Company through the usual procedure.

10.05 The Company shall grant an employee leave of absence of not more than twelve (12) months to **work** in an official capacity for the Local or International Union. The employee must request the leave in writing and the Union must approve it. This leave may be extended for additional periods if the Company and the Union mutually agree.

10.06 **All** leaves of absence in excess of three (3) days must be recorded in writing. Copies shall be given to the employee and to the Union.

10.07 The Company shall pay an employee who has been subpoenaed for Jury duty, the difference between his/her **regular earnings** and the payment he/she receives for such duty.

## Article 11

### SAFETY AND HEALTH

11.01 The Company and the Union agree that they mutually desire to maintain high standards of safety and health in the plant.

11.02 The Company will continue to make adequate and reasonable provisions for the safety and health of the employees during ~~the~~ hours of their employment. The Union will assist the Company in carrying out any reasonable accident prevention programme.

11.03 The Company and the Union agree to name a Safety and Health Committee comprising of five **(5)** Company and five **(5)** Union representatives. This Committee **shall** hold regular monthly meetings. **A** sub-committee shall make inspections of the plant and equipment.

11.04 The Safety Supervisor and a member of the Safety Committee shall visit, investigate and report on all serious accidents.

11.05 The Company agrees to continue to furnish the customary safety equipment **as** protection against hazardous conditions.

(1) **The** Company will pay **fifty** (50) percent of ~~the~~ cost for an employee to purchase safety boots to a maximum of thirty (\$30.00) dollars for ~~the first purchase~~ with a **fifty** (\$50.00) dollar limit total ~~per~~ year. The foregoing is limited **to** a maximum of one (1) **such** purchase each six (6) months and shall become effective after the employee has completed six (6) months of employment.

Upon completion of six (6) months employment the employee shall be entitled to reimbursement for the purchase of one (1) pair of safety boots purchased on the basis of the foregoing provision, provided the said purchase has been made through the Company. Reimbursement shall be made at the time of purchase of the second pair of safety boots.

- (2) The Company will supply a maximum of three (3) pairs of welding gloves each year to employees employed as welders who have completed their probationary period. The second pair of welding gloves shall only be supplied where the employee returns his first issue to the Stores Department.
- (3) The Company will pay fifty (50) percent of the cost for an employee to purchase prescription safety lenses (in safety frames) to a maximum cost of thirty (\$30.00) dollars for each purchase. The foregoing is limited to a maximum of one (1) such purchase each twelve (12) months and shall become effective after the employee has completed his/her probationary period.

11.06 If employee sustains an injury in the plant which requires hospital attention, the Company will provide transportation to and from the hospital.

## **Article 12**

### **PAY ON DAY OF INJURY**

12.01 An employee hurt in an industrial accident while at work shall be paid for the time **lost** on the day he was injured at his standard hourly rate. If injured during overtime hours or while on night shift, overtime premium and applicable shift differential shall apply.

**Article 13**  
**BULLETIN BOARDS**

13.01 The Company agrees to provide ten (10) Bulletin Boards in the plant for the purpose of posting Union notices and **official** papers. The Company will post such notices after they have been submitted to the Timekeeper and approved by the Manager of Manufacturing.

**Article 14**  
**COPIES OF AGREEMENT**

- 14.01 Each employee will be given a copy of the Agreement.
- 14.02 Copies of the Co-operative Wage Study (C.W.S.) Manual referred to in Article 21 shall be made available to employees.

**Article 15**  
**UNION REPRESENTATIVES**

15.01 If an authorized representative of the International Union who is not employed by the Company wishes to speak to Local Union representatives in the plant about a grievance or other official Union business, he shall make arrangements through the Timekeeper.

**Article 16**  
**LOCAL UNION OFFICERS AND STEWARDS**

- 16.01 The Union shall notify the Company in writing of the names of all Union Officers, Committeemen and Stewards.
- 16.02 (A) The Company shall recognize Stewards selected by the Union to assist employees in

presenting their grievances to representatives of the Company. Each Steward shall have at least one year's employment with the Company at the time of his appointment.

(B) There shall be one Steward for each of the following groups and one Chief Steward for all groups.

**Group #1** — Steel Service Centre and Rebar Department.

**Group #2** — Short Span Joist Department.

**Group #3** — Structural Preparation, Tower Preparation, Galvanizing and Receiving Departments.

**Group #4** — Structural Assembly and Intermediate Range Joist Departments.

**Group #5** — Girder Shop, Gate Shop, Painting and Inspection, and Shipping Departments.

**Group #6** — Mechanical, Electrical, Building and Grounds, and Stores Departments.

**Group #7** — Second Shift.

**Group #8** — Third Shift.

16.03 There shall be a Grievance Committee of not more than four (4) employees, each of whom shall have at least one (1) year's employment with the Company at the time of his appointment.

16.04 Union Officers, Stewards and Grievance Committeemen, with the approval of their Foremen, which approval shall not be unreasonably withheld, shall be permitted to leave their jobs to investigate and adjust grievances and to attend to their duties under this Agreement.

16.05 Union Officers, Stewards and Committeemen shall not suffer loss of pay for time spent during working hours on Company property in the performance of their duties under this Agreement.



16.06 The Local Union President, Financial Secretary, and Chief Steward shall be assigned to the day shift while they hold such office.

## **Article 17**

### **HOURS OF WORK**

#### **17.01 Definition of Day and Work Day.**

A Day is a 24-hour period beginning with the start of the employee's shift. The normal work day is eight (8) consecutive hours of work in the 24-hour period, broken only by the established lunch period.

#### **17.02 Definition of Week and Work Week.**

WEEK — The ~~week~~ begins at 7:00 a.m. on Monday. The normal work week is forty (40) hours, which is made up of five (5) days, of eight (8) hours each, Monday through Friday, except for employees whose scheduled hours of work include Saturday and/or Sunday.

#### **17.03 Definition of Shifts.**

Day shifts (1st shift) shall normally start at 7:30 a.m., and end at 4:00 p.m.

17.04 Night shift (2nd) shift shall normally start at 11:00 p.m. and end at 7:00 a.m. The week on the night shift shall normally begin at 11:00 p.m. on Sunday, but the one (1) hour between 11:00 p.m. Sunday and midnight Sunday shall be paid at the same hourly rate as the balance of the shift.

On operations that are working on a three shift basis, the first shift shall normally start at 8:00 a.m. and end at 4:00 p.m. The second shift shall normally start at 4:00 p.m. and end at 12:00 o'clock midnight and the third shift shall normally start at 12:00 o'clock midnight and end at 8:00 a.m.

Where a continuous shift is in operation. the hours of work shall be as **set** out in Appendix "D" to this Agreement. The Company shall pay a Sunday premium of seventy-five (75) cents per hour for all hours worked during the twenty-four (24) hour period beginning at 12:01 a.m. Sunday.

17.05 After discussions with the Union the Company may vary the established working hours referred to in Sections 17.03 and 17.04. The working **shifts** and hours of maintenance employees may be varied from time to time as the Company deems necessary.

**17.06 Day of Shift.**

A shift shall be considered as worked on the calendar day on which it begins. which shall mean a period starting at 12:01 a.m.. and ending at midnight of the same day.

17.07 **A** twenty minute lunch period paid for by the Company will be granted to those employees whose operations are on the three shift basis. the continuous shift operation and the night shift of a **two** shift operation.

17.08 Day shift (1st Shift) employees shall be allowed one-half hour for lunch without pay. normally between the hours of 12:00 noon and 12:30 p.m. for production employees.

17.09 A relief period of ten (10) minutes will be provided during the first half shift of the day.

17.10 **The** schedule of hours of work. as set down in this Agreement. shall not be considered a guarantee of **hours of** work per day or per week.

17.11 Employees shall be in their work places ready for work when the starting whistle blows.

Failure to do this shall be considered lateness.

A man punching the time clock between three (3) and **fifteen (15)** minutes after ~~starting time~~ will be docked fifteen (15) minutes pay; punching between **fifteen (15)** and **thirty (30)** minutes after starting time will be docked one-half hour's pay.

If a man is over one-half ( $\frac{1}{2}$ ) hour late, he must receive his Foreman's permission before starting work and having received this permission will be paid for the time worked with the understanding that payroll calculations are not made for periods of less than fifteen (15) minutes.

Employees shall remain at their work until the stop **work** whistle blows.

## **Article 18**

### **OVERTIME**

18.01 The regular straight time hourly pay means an employee's standard hourly rate including any out-of-line differential, but does not include shift premiums, incentive bonuses or overtime premiums.

18.02 Subject to the further provisions of this article, the Company shall pay an employee one and one-half ( $1\frac{1}{2}$ ) times his regular straight time hourly pay for all hours he is required to work:

- (a) **in** excess of eight (8) per day, Monday to Friday inclusive.

18.03 The Company shall pay an employee two (2) times his regular straight time hourly pay for all overtime he is required **to work** in excess **of**:

- (a) three (3) hours **per** day, Monday to Friday inclusive; or

- (b) three (3) days in any one week, Monday to Friday inclusive. for the day shift; or
- (c) eight (8) hours in any work week. Monday to Friday inclusive

18.04 The Company shall pay an employee two (2) times his regular straight time hourly pay for all hours he is required to work on Saturday and Sunday.

18.05 For employees whose work week begins on a day **other** than Monday, the foregoing overtime provisions for Saturday and Sunday will not apply to those days but. in place thereof. to the sixth and seventh days. respectively, of his work week

## **Article 19**

### **HOLIDAYS**

#### **Statutory Holidays**

19 01 The Plant will normally be **closed** on all Statutory Holidays An employee who **is** required to work on a Statutory Holiday, not a paid holiday. shall be paid at the rate of two times his straight time hourly pay for all hours worked

#### **Paid Holidays**

19 02 The following dates shall be recognized as paid holidays.

Friday	July 1, 1983
Monday	Aug 1, 1983
Monday	Sept 5, 1983
Monday	Oct. 10, 1983
Friday	Nov 11, 1983
Monday	Dec. 26, 1983
Tuesday	Dec 27, 1983 (in lieu of Sunday, Dec. 25/83)

Wednesday	Dec. 28, 1983 (in lieu of ½ day Friday, Dec. 23/83 and ½ day Friday, Dec. 30/83)
Thursday	Dec. 29, 1983 (in lieu of Sunday, Jan. 1/84)
Friday	Apr. 20, 1984
Monday	May 21, 1984
Monday	July 2, 1984 (in lieu of Sunday, July. 1/84)
Monday	Aug 6, 1984
Monday	Sept. 3, 1984
Monday	Oct. 8, 1984
Monday	Dec. 24, 1984 (in lieu of ½ days Dec. 24/84 and Dec. 31/84)
Tuesday	Dec 25, 1984
Wednesday	Dec. 26, 1984
Monday	Dec. 31, 1984 (in lieu of Sunday, Nov 11/84)
Tuesday	Jan 1, 1985
Friday	Apr 5, 1985
Monday	May 20, 1985

19.03 Employees who have been in the employ of the Company for two (2) weeks, shall receive an allowance of one (1) day's pay (8 hours) at the employee's straighttime hourly pay for each of the paid holidays listed in Section 19.02 when these holidays are not worked, provided such holidays fall within the normal work week of Monday to Friday. However, employees must have worked their full normal shift immediately preceding and immediately following such holidays. This proviso may be waived in the case of legitimate absence.

19.04 An employee, whose normal work week is Mon-

day through Friday and who is entitled to an allowance of one (1) day's pay (**8** hours) without work under Section 19.03, required to work on any of the holidays listed in Section 19.02, shall be paid at ~~the~~ rate of two times his regular straight time hourly pay for all hours worked, in addition to his allowance of one (1) day's pay.

19.05 An employee required to work on a paid holiday which falls outside his normal work week shall be paid at the rate of three (**3**) times his regular straight time hourly pay for all hours worked.

19.06 Legitimate absence as provided for in Section 19.03 may be for any of the following:

- (a) Death in the immediate family of the employee, as defined in Section 21.41;
- (b) Absence due to certified illness or injury, provided that one (1) holiday only shall be paid for during each such absence;
- (c) **Jury Duty** providing the employee is required to report to court on the day before and/or after the holiday;
- (d) Cases of extreme urgency requiring the presence of employees. This absence must be approved by the Superintendent or his representative. (or the Night Foreman if the emergency arises during the night);
- (e) Lateness due to cause approved at the time by the Company;
- (f) Other justifiable absence acceptable to the Company.

## Article 20 VACATIONS

20.01 Subject to this Article every employee will receive vacation with pay as herein provided on **the following basis:**

- (a) Two (2) weeks for twelve (12) months' employment.
- (b) Three (3) weeks after five (5) years' employment.
- (c) Four (4) weeks after twelve (12) years' service.
- (d) Five (5) weeks after twenty (20) years' service.

### **Vacation Bonus**

An employee with (30) years of service or over who **takes his fourth (4th) and/or fifth (5th) week of his** vacation entitlement between November 1st of one year and April 30th of the following year shall receive a vacation bonus of forty (\$40.00) dollars **per** week for each of the **fourth (4th) and/or fifth (5th) week of vacation** taken during that **period.**

20.02 Vacation Pay as in 20.01 will apply to all employees who have a full year of qualifying service during the year ending June 30th. Those who have less than a full year of such service will **be** entitled to a proportion of the vacation pay that the length of their qualifying service **bears** to the full year.

20.03 **An** employee's vacation credits will be calculated for the **period from** July 1st in the previous year to June 30th in the current year, **and** his length of qualifying service will **be** the length of time he has worked during such period, and for which he has not received a vacation with pay. Initial calculations will be based on the record as at May 31st of the current year, and

deductions for absence during June will be applied on the next regular payroll.

20.04 An employee's vacation time will be included in his length of qualifying service.

20.05 If an employee is absent without permission for more than one (1) day in any calendar month, one-half of that month will not be counted in his length of qualifying service, unless such absence is justifiable absence or is approved at the time by the Company. The refusal of the Company to approve such absence will at the request of the employee, be subject to grievance procedure.

20.06 "Justifiable Absence" for vacation credit calculations, is absence due to certified illness, or illness in the employee's family necessitating his absence, or death in his family, or jury duty, or injury, or authorized leave of absence, or other justifiable absence acceptable to the Company.

20.07 Vacation credits will not accumulate during absence; however, there will be no deduction made for justifiable absences up to a total of three (3) days for each month in which an employee works during the vacation year, but any time he is absent in excess of this amount will not be included in his length of qualifying service. This provision is subject to the requirements of the Vacations With Pay Act of Manitoba.

20.08 An employee, other than a probationary employee, who is laid off shall receive full vacation credit for all time worked on a prorata basis, as per Sections 20.03 and 20.04. This Vacation Pay is to be made available at vacation time. This provision



is subject to the requirements of the Vacations With Pay Act of Manitoba.

20.09 an employee who quits or is discharged for cause in any vacation year will be paid only the vacation pay to which he is entitled under the Manitoba Vacations With Pay Act for that vacation year.

20.10 The Company may, at its discretion, close the plant for vacation purposes for two (2) consecutive weeks during July and/or August of each year. **The Company will post sixty (60) days' advance notice on the shop bulletin boards announcing the date on which the annual vacation closedown will start.** All employees, except those otherwise instructed **will** take their vacation during this period. Employees eligible for a third week, fourth or **fifth** week of vacation shall be given the opportunity of taking it at their convenience, subject to production requirements.

20.11 A week's vacation pay shall be calculated at the straight time hourly rate for the Job Class to which the employee was assigned during the largest percentage of the time during the year ending June 30th and for **the** number of hours in the standard work week, as specified in Section 17.02, except that if during any year, the plant or employee's department has been on a shorter work week for more than three months, his week's vacation pay shall be based on the average number of hours in the work week during the year.

20.12 Where an employee **has** lost vacation credits during the twelve months used for calculating his Vacation credits, such employee shall have any overtime hours he has worked during the said twelve (12) months applied on a straight time hourly basis to make up for the qualifying hours lost.

- 20.13 Neither an extra day, nor an additional day's pay shall be allowed because a Statutory Holiday, not a Paid Holiday falls within the vacation period.
- 20.14 Employees **will** not be allowed to postpone their vacation and have them accumulate from year to year.
- 20.15 The Company may **require** certain employees to work during the period the plant is closed for vacation. Those who are *so* employed will be given their vacation with pay at some other convenient time.
- 20.16 Employees shall receive their vacation pay only at the time vacation is taken.

## **Article 21**

### **WAGES**

- 21.01 The Co-operative Wage Study (C.W.S.) Manual for Job Description, Classification and Wage Administration, dated April 16, 1957, (herein referred to as "The Manual") is incorporated into this Agreement as Appendix "A" and its provision shall apply as if set **forth** in full herein, provided that reference in the Manual to such jobs as trade or craft, assigned maintenance, clerical or technical, **group** leader, testing or inspection, learner, apprentice, instructor, shall not of itself establish existence of such jobs in the operations **of** the Company or determine that such jobs are within or are not within the jurisdiction **of** the bargaining unit.
- 21.02 Each employee's **job** shall be described and classified and a rate of pay applied to such employee in accordance with the provisions of this Agreement.

### 21.03 Standard Hourly Wage Scale

(A) Effective June 1, 1983 the Standard Hourly Wage Rate for Job Class 1 shall be \$8.80 and the increment between Job Classes shall be twenty-one (21) cents establishing a Standard Hourly Wage Scale as follows:

Job Class	Standard Hourly Rate	Job Class	Standard Hourly Rate
1	\$ 8.80	11	\$10.90
2	9.01	12	11.11
3	9.22	13	11.32
4	9.43	14	11.53
5	9.64	15	11.74
6	9.85	16	11.95
7	10.06	17	12.16
8	10.27	18	12.37
9	10.48	19	12.58
10	10.69	20	12.79

(B) Effective June 1, 1984 the Standard Hourly Wage Rate for Job Class 1 shall be \$9.25 and the increment between Job Classes shall be twenty-one and one-half (21½) cents establishing a Standard Hourly Wage Scale as follows:

Job Class	Standard Hourly Rate	Job Class	Standard Hourly Rate
1	\$ 9.25	11	\$11.40
2	9.465	12	11.615
3	9.68	13	11.83
4	9.895	14	12.045
5	10.11	15	12.26

<b>Job Class</b>	<b>Standard Hourly Rate</b>	<b>Job Class</b>	<b>Standard Hourly Rate</b>
6	10.325	16	12.475
7	10.54	17	12.69
8	10.755	18	12.905
9	10.97	19	13.12
10	11.185	20	13.335

21.04 Effective on the dates specified in Section 21.03 all employees shall have their rates of pay adjusted as follows:

- (A) If the employee is not receiving an out-of-line differential prior to the dates specified in Section 21.03, the rate of pay of such employee shall be adjusted to conform to the standard hourly rate for that employee's job as provided in Section 21.03.
- (B) If the employee is receiving an out-of-line differential prior to the dates specified in Section 21.03, the rate of pay of such employee shall be increased by the amount by which the rate of Job Class 1 has been increased as provided in Section 21.03 and the following shall govern:
  - (1) If the employee's new rate resulting from such increase is greater than the standard hourly rate for the job as provided in Section 21.03, the amount by which such employee's new rate is greater than the rate provided in Section 21.03 shall become such employee's new out-of-line differential (which shall replace the former out-of-line differential) and shall apply in accordance with the provisions of this Agreement.

- (2) If the employee's new rate resulting from such increase is equal to or less than the standard hourly rate for the job **as** provided in **Section 21.03**, the rate of pay of such employee shall **be** adjusted to **conform** to the standard hourly rate for the job **as** provided in **Section 21.03**, and **the** former out-of-line differential shall be terminated.

**21.05** **As** of **the** date each Standard Hourly Wage Scale becomes effective, the standard hourly rate for each job class shall **be** the standard hourly rate for all jobs classified within such job class and shall so continue for the duration of the Standard Hourly Wage Scale and shall **be** applied to any employee in accordance with the provisions of this Agreement.

**21.06** Each standard hourly rate established under the foregoing Sections shall be:

- (a) The established rate of pay for all hours paid for on a non-incentive job, and
- (b) The established hourly base rate and minimum guaranteed rate of pay under any incentive applied **to** the job in accordance with the provisions of this Article.

**21.07** Except **as** otherwise provided by this Agreement, the established rate of pay for each production or maintenance job, other than a trade or craft or apprentice job, shall apply to any employee during such time as the employee is required to **perform** such job.

**21.08** Except **as** otherwise provided by this Agreement, the established rate of pay for a trade or craft or apprentice job shall apply to any employee during the time such employee is assigned to the respective rate

classifications in accordance with the provisions of this Agreement.

### **Out-of-Line Differentials**

21.09 The Company shall furnish the Union a list agreed to by the Company and the Union of employees who are to be paid "out-of-line differentials." Such list shall contain the following information:

- (a) Name of incumbent to whom such out-of-line differential is to be paid.
- (b) Job Title of job on which out-of-line differential is to be paid.
- (c) Job Classification of such job.
- (d) Standard hourly rate of such job.
- (e) Amount of out-of-line differential.
- (f) Date such out-of-line differential became effective.

21.10 Except as such out-of-line differential may be changed by the means hereinafter provided, any employee included in the list referred to in Section 21.09 shall continue to be paid such out-of-line differential during such time as the employee continues *to* occupy the job for which *the* differential was established.

21.11 If an employee with an out-of-line differential is transferred or assigned to a job having a higher standard hourly rate, then the differential shall be reduced by the amount of the increase in the standard hourly rate.

21.12 If, as a result of a lay-off and the exercise of **seniority** rights, an employee with an out-of-line differential is moved to a job having a lower standard hourly rate, then the out-of-line differential shall be cancelled.

21.13 If such employee referred to in Sections 21.11 and 21.12 shall be returned to the job for which the out-of-line differential was established, the out-of-line differential shall **be** reinstated except **as** it may have been **reduced** or eliminated by other means.

21.14 When an employee would, in accordance with **the terms** of this Agreement, be entitled to receive **his** regular rate, he shall also receive any out-of-line differential to which he is entitled.

21.15 In addition to the means herein provided, increases in the increment between job classes shall be used to reduce or eliminate out-of-line differentials.

21.16 Except for **the** application of out-of-line differentials as called for herein, the **terms** of this Agreement governing transfers shall apply.

#### **Temporary Transfer**

21.17 **An** employee who is temporarily transferred from his regular job shall **be** paid the standard hourly **rate** of the job to which he has been transferred; provided such rate is not less than **that** of his regular job. If **the** rate of the job to which he is temporarily transferred but not as a result of a lay-off, is less than the **rate** of his **regular** job, he shall be paid the rate of his regular job during the **period** of such temporary transfer. The word "temporary" in this Section shall mean a period of up to and including sixty (60) days.

#### **Learner Rates**

21.18 Learner jobs requiring "learner" rates, due to lack of adequate training opportunity provided by the promotional sequence of related jobs, shall be negotiated and made a part of this Agreement.

21.19 A schedule of learner rates for the respective learning **periods of 520** hours of actual learning experience with the Company on jobs for which training opportunity is not provided by promotional sequence of related jobs, shall be established at the level **of** the Standard Hourly Wage Scale **rates** for the **respective** job classes. This determination shall be on the basis **of** the **required** employment training and experience time specified in Factor **2** of the job classification **record** on the respective jobs as follows:

- (a) Code C: Seven (7) to twelve (12) months:
  - (1) One (1) learner **period** classification at a level two job classes below the job class of the job.
- (b) Code D: Thirteen (13) to eighteen (**18**) months:
  - (1) A first learner **period** classification at a level four job classes below the job class of the job, and
  - (2) A second learner **period** classification at a level two job classes below the job class of the job.
- (c) Code E and higher: Nineteen (19) months and above:
  - (1) A first learner **period** classification at a level six job classes below the job class of the job.
  - (2) A second learner **period** classification at a level four job classes below the job class of the job, and
  - (3) A third learner **period** classification at a level two job classes below the job class **of** the job.
  - (4) Employees who have had no related work experience in relation to the **respective** jobs shall



serve an additional 520 hours of work in the learner **period** two job classes below the job class of the job.

21.20 The learner **periods** as provided in Section 21.19 shall apply to those jobs **listed** in Appendix "B" of this Agreement except **as** otherwise **mutually** agreed **between** the Company and the Union and so indicated in Appendix "B". Learner **periods** shall apply only to jobs in Job Class 8 and up, except where the provisions of Section 21.21 and 21.23 apply.

21.21 The Company, at its discretion, may apply a learner **rate** to a learner on any job where another employee other than the learner is on ~~the~~ job, provided the learner rate applied is:

- (a) The **standard** hourly rate for Job Class 2 in the case of an employee hired for the learning job, **or**
- (b) The lower figure of:
  - (1) The **standard** hourly rate of the job from which transferred; or
  - (2) The **standard** hourly rate of the job being learned in the case of an employee transferred from another job in the plant.

21.22 The learner provisions set forth in Section 21.21 shall apply:

- (a) For a **period** of time sufficient to learn to do the job, provided that such **period** shall at no time exceed 520 hours;
- (b) Only to provide replacements for job vacancies; and
- (c) In accordance with the provisions of this Agreement for tilling vacancies.

21.23 The Company shall furnish the Union on the form set forth as Exhibit "E" of the Manual, a list of jobs agreed to by the Company and the Union as appropriate for the application of learner rates. Such list may be added to or deleted from by mutual agreement of the Company and the Union. The schedule of learner rates shall apply only to jobs in this list.

21.24 Employees' time spent on the job requiring a learner schedule shall be cumulative. Periods of less than eight (8) hours shall not be counted toward completion of a learner schedule, but shall be paid for at the Standard Hourly Rate of the job.

21.25 Any employee who has qualified for a job through a learner schedule shall not be required to repeat that learner schedule.

21.26 The established learner rate of pay for each learner period classification shall apply in accordance with the learner training periods as defined in Section 21.19. However, an employee whose current rate of pay is higher than the minimum rate of a learner job to which he has acceded shall maintain his current rate, but not higher than the job rate until such time as the rate for the applicable learner period classification is equal to or exceeds his present rate.

21.27 Any employee, when assigned to a job on which a learner rate applies, shall be credited in the learner schedule with all time previously worked on such job, or, in the case of a "grouped" job, on a job in such group. It is agreed that such past time shall be computed from reasonably recent records of the Company.

21.28 Any employee may be assigned to the Welder-Structural classification as a learner and in such

event shall be paid the rate of Job Class 9. Any employee so assigned shall thereafter be governed by the following:

- (a) Such employee shall, upon the completion of a period of a maximum of 1,040 hours of work with the Company, receive the Canadian Standards Association Code W-47 standard welding test in the flat and vertical positions. If such employee passes such test, he shall be advanced to the standard hourly rate for the Welder-Structural classification and shall continue to receive such rate during such time as he is assigned to the Welder-Structural classification.
- (b) Such employee shall, if he fails to pass the test referred to in (A) above, be entitled to a retest upon completion of successive periods of a maximum of 1,040 hours of work with the Company until such time as he succeeds in such test.
- (c) Such employee who passes the test referred to in (A), above, shall at no time be re-assigned to the learner rate for the Welder-Structural classification.

21.29 A schedule of learner rates for the respective learning periods of 1,040 hours of actual learning experience with the Company shall be established at the level of the **Standard** Hourly Wage Scale rates for the respective job classes for the following jobs: Layerout, Template Maker, Template Maker Developer, Fitter, Beam Spacer Operator, Punch and Drill Operator and Repairman Mechanical, as set forth in Appendix "C" of this Agreement. In the case of the "grouped" jobs set forth in Appendix "C", the **time** spent in the learner **periods** of any jobs in the respective group shall be

cumulative for the purpose of completion of the learner periods of any other jobs in such group. An employee assigned to a learner period provided herein and whose current rate of pay is higher than the rate of the learner period to which assigned, shall maintain his current rate, but not higher than the Standard Hourly Rate of the job being learned, until such time as the rate for the applicable learner period classification is equal to or exceeds his present rate.

21.30 Notwithstanding the provisions of Section 21.29, any employee assigned to the learner period of a job, who would accede to a higher rate upon the completion of such learner period, shall receive the following rate of pay if re-assigned to the learner period of another job to which learner periods are applicable.

(a) The higher of:

- (1) the rate for the appropriate learner period of the job to which re-assigned; or
- (2) the rate to which he would have acceded on the job from which reassigned, provided that this shall apply only upon completion of the required number of hours of the learner period of the job from which reassigned.

21.31 Any employee shall be credited with the full learner period of any job as soon as he is assigned to the standard hourly rate of that particular job except that this shall not apply where the standard hourly rate has been paid for partial shifts in accordance with Section 21.24.

### **incentives**

21.32 Should the Company desire to install incentives to cover any jobs, the following shall govern:

- (a) The standard hourly rates for the respective jobs shall be the base **rates** and minimum hourly guaranteed rates for such incentives,
- and
- (b) The Company shall first discuss with and explain to the Union the development of any incentive plan and reach mutual agreement with the Union **regarding** such incentive plan before such incentive plan is installed.

### **Shift Premiums**

21.33 **A** shift premium of thirty-five (35¢) cents per hour shall be paid each employee during the second (2nd) shift and **third** (3rd) shift for hours worked during either of those shifts if established.

### **Reporting Allowance**

21.34 Any employee who has not been otherwise notified and reports for work **as** usual and is sent home **because** no work is available and/or any employee who **has** been called in for short period shall be paid for the equivalent of at least four (4) hours' work at his regular straight time hourly pay. This shall not apply in cases where work is not available because of circumstances beyond the Company's control.

21.35 An employee who has already left the premises of the Company after the end of his scheduled shift and who is recalled for emergency work shall be paid two (2) times his regular straight time hourly pay for all hours worked on recall up to the starting time of his scheduled shift, but in any event not less than two (2) hours at two (2) times his regular straight time hourly pay.

## **General**

21.36 Any mathematical or clerical errors made in **the** preparation, establishment or application of job descriptions, classifications or standard hourly rates shall be corrected to conform to the provisions of this Agreement.

21.37 Except as otherwise provided, no basis shall **exist** for an employee covered by this Agreement to allege that a wage rate inequity exists.

21.38 If required to travel considerable distances, employees shall receive normal pay while traveling during normal working hours. The Company will pay legitimate travelling and living expenses together with regular shop rate plus forty (40¢) cents an hour for actual hours worked: at the option of the Company. the employee may in place of the above be transferred temporarily to the Erection payroll where his remuneration and allowances will be the same as other Erection employees on the hourly basis.

21.39 Employees shall be paid weekly, on Company time.

21.40 The term "incumbent" as used herein. shall mean an employee regularly assigned to a job at the date the Standard Hourly Wage Scale is made operative.

## **Bereavement Pay**

21.41 **(A)** In the case of the death of an employee's wife/husband, child, father, mother, brother, or **sister**, the Company shall grant three (3) days' leave of absence with an allowance of three (3) days' pay at the employee's straight time hourly pay, provided the

employee takes these days off work and attends the funeral.

**(B)** In the case of the death of an employee's grandparents, parents-in-law, or grandchildren, the Company shall grant two (2) days' leave of absence with an allowance of two (2) days' pay at the employee's straight time hourly pay, provided the employee takes these days off work and attends the funeral.

**(C)** The Company shall grant one day of bereavement pay and leave of absence to an employee when a death of a father, mother, brother or sister has occurred outside the Province and/or country.

**(D)** In the case of the death of an employee's sister-in-law, brother-in-law, daughter-in-law or son-in-law, the Company shall grant one (1) day's leave of absence with an allowance of one (1) day's pay at the employee's straight time hourly pay provided the employee takes the day off and attends the funeral.

### **Notice of Termination**

**21.42** An employee shall give three (3) working days' notice of intention to terminate employment or the employee shall forfeit three (3) days' pay in lieu of notice.

## **Article 22**

### **INSURANCE AND WELFARE BENEFITS**

#### **Pension Plan**

**22.01** Effective July 1st, 1975, all full time, hourly rated employees in bargaining unit jobs will be covered by a Pension Plan as outlined in the Memorandum of Agreement re Pension Settlement between Dominion Bridge-Winnipeg (Dublin), A Unit of

AMCA International Limited and United Steelworkers of America, Local 4095, dated June 27, 1975.

22.02 When new employees have completed their probationary period, they shall be required to participate in the Group Accident, Health and Life Insurance Plans as a condition of employment when they become eligible for membership in the plans.

22.03 The Company will pay 100% of the cost of plans (A), (B), (C), (D), (E), in Section 22.04.

22.04 The following benefits, subject to the terms set forth in the Policy shall apply during the life of the agreement.

(A) Group Life Insurance: The Company will cover each employee under a Group Life Insurance Policy in an amount of:

- (i) Effective June 1, 1983, \$15,000; and
- (ii) Effective June 1, 1984, \$16,000.

The Company will continue to provide each retired employee with a Group Life Insurance Policy of \$1,000.00 and at no cost to the retired employee.

(B) Accidental Death and Dismemberment Insurance: Principal Sum:

- (i) Effective June 1, 1983, \$15,000; and
- (ii) Effective June 1, 1984, \$16,000.

(C) Weekly Indemnity:

- (i) Effective June 1st, 1983, \$220.00 per week for the first three (3) weeks and \$225.00 for the following twenty-three (23) weeks. for a maximum period of twenty-six (26) weeks payable on the basis outlined in (ii) herein.



- (ii) Payable on the 1st day of non-compensable accidents or if hospitalized and payable on the 4th day of sickness if not hospitalized.
- (D) **Long Term Disability:** The Company will provide a Long Term Disability Policy, the terms of which are set forth in the said Policy. The monthly benefit shall be:
  - (i) Effective June 1st, 1983, \$400.00 a month — no offset of payments.
- (E) **Dental Plan:** Effective June 1st, 1980, employees who have been in the employ of the Company for one (1) year or more shall qualify under a dental plan for plant employees of Dominion Bridge — Winnipeg. The terms of the Plan shall be as set forth in the Policy.

## **Article 23**

### **NOTICES**

23.01 Any notice required to be given to the Union shall be effectively given when mailed to the United Steelworkers of America, Local 4095, 3rd floor, 301-570 Portage Avenue, Winnipeg or to such other address as the Union may have supplied to the Company in writing.

23.02 Any notice required to be given to the Company shall be effectively given when mailed to Dominion Bridge — Winnipeg (Dublin), A Unit of AMCA International Limited, P.O. Box 895, Winnipeg, or to such other address as the Company may have supplied to the Union in writing..

## Article 24

### STRIKES AND LOCKOUTS

24.01 In view of the orderly procedure established by this Agreement for settling of disputes and the handling of grievances, the Union agrees that during the life of this Agreement, there will be no strike, slowdown or stoppage of work either complete or partial and all employees shall continue to work as usual.

24.02 It is agreed by the Company to continue its normal operating practice and that there shall be no lockout during the life of this agreement.

## Article 25

### DURATION, TERMINATION AND RENEWAL

25.01 The Agreement including all Appendices thereto shall take effect and be binding upon the parties from the 1st day of June, 1983 until the 31st of May, 1985 unless altered or amended by mutual consent of the parties hereto and shall continue from year to year thereafter until a new agreement is consummated between the parties hereto provided that either party may give notice of intention to amend or terminate this agreement by giving the other party such notice in writing at any time within the period of four (4) months next preceding the expiry date of this agreement or preceding date of expiry of any extended term thereof mutually agreed upon by the parties hereto.

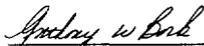
25.02 The negotiating committee of the Union shall consist of not more than seven (7) persons, at least five (5) of whom shall be employees of the Company.

25.03 Within ten (10) days after receipt of such notifica-

tion or such additional time as may be mutually agreed upon *the* representatives of the parties hereto shall meet and make every reasonable effort to conclude a Collective Agreement by negotiations. If an Agreement is not concluded prior to the expiry date of **this** Agreement, the parties hereto may extend the life of this Agreement by mutual consent.

Signed on behalf of:

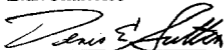
**DOMINION BRIDGE-WINNIPEG (DUBLIN),  
A Unit of AMCA International Limited**



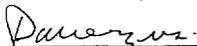
A.W. Bork



L.L. Charriere



D.E. Sutton



D.P. Negus

Signed on behalf of:

**UNITED STEELWORKERS OF AMERICA,  
LOCAL 4095, Winnipeg, Manitoba**



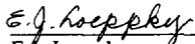
A.K. McLean



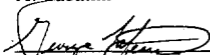
S.J. Strong



A. Sabatini



E.J. Loepky



G. Laferriere



A. Porter

**UNITED STEELWORKERS OF AMERICA,  
C.L.C. on behalf of Local Union 4095**



E.J. Laye

Signed this 10<sup>th</sup> day of June, 1983.

**LEARNER PERIOD  
CLASSIFICATION ANALYSIS**

JOBS REQUIRING LEARNER RATE					Number of Learner	Hours and Job Class for Learning Periods		
						520 Hrs. 520 Hrs. 520 Hrs.		
Plant Code	Standard Code	PLANT TITLE	Months Factor 2	Job Class		1st Period	2nd Period	3rd Period

31.11		Futurmiller	C .8	9	1	7	—	—
13.23		Angle Spacer Oper.	E1.6	11	3	5	7	9
13.25		Detail Spaceman	D1.2	10	2	6	8	—
13.36		Pressman Murphy	C .8	8	1	6	—	—
13.41		Fiddle Operator	C .8	8	1	6	—	—
17.10		Spital Roller	C .8	8	1	6	—	—

33.2	Pickler	C .8	11	1	9	—	—
32.1	Dipper	C .8	11	1	9	—	—
13.60	Angle Punch & Shear Attendant	D1.2	10	2	6	8	—
31.22	Master Mill Operator	C .8	11	1	9	—	—
13.16	Marker	F2.0	11	3	5	7	9
14.11	Dispatcher	E1.6	13	3	7	9	11
	<b>Group "A"</b>						
13.47	Angle Roll Oper.	C .8	8	1	6	—	—
	<b>Group "B"</b>						
17.6	Horizontal Bar Bender	C.8	8	1	6	—	—
	<b>Group "C"</b>						
61.1	Checker No. 4 Runway	C .8	8	1	6	—	—
61.2	Checker No. 5 Runway	C .8	8	1	6	—	—

**LEARNER PERIOD  
CLASSIFICATION ANALYSIS**

JOBS REQUIRING LEARNER RATE					Number of Learner Periods	Hours and Job Class for Learning Periods		
						1040 Hrs. 1040 Hrs. 1040 Hrs.		
Plant Code	Standard Code	PLANT TITLE	Months Factor 2	Job Class		1st Period	2nd Period	3rd Period

**Group "A"**

13.16	Marker	F2.0	11	3*	—	—	—
13.15	Layerout	G2.4	13	3	7	9	11

	<b>Group "B"</b>						
12.1	Template Maker	G2.4	13	3	7	9	11
12.1	Template Maker Developer	H3.2	16	3	10	12	14
	<b>Group "C"</b>						
14.4	Fitter Welder	H3.2	15	3	9	11,12	13
	<b>Group "D"</b>						
13.23	Angle Spacer Oper	E1 6	11	3*	—	—	—
13.20	Beam Spacer Oper.	G2.4	13	3	7	9	11
13.61	Punch & Drill Oper	G2.4	13	3	7	9	11
13.67	Angle Drill Oper	G2.4	13	3	7	9	11

\*Periods of 520 Hours as indicated in Appendix "B"



## APPENDIX "D"

95

	<b>Sun.</b>	<b>Mon.</b>	<b>Tues.</b>	<b>Wed.</b>	<b>Thurs.</b>	<b>Fri.</b>	<b>Sat.</b>	<b>Sun.</b>	<b>Mon.</b>	<b>Tues.</b>	<b>Wed.</b>	<b>Thurs.</b>	<b>Fri.</b>	<b>Sat.</b>
8:00 to 4:00 p.m.	A	A	A	A	A	A	C	B	B	B	B	B	B	D
4:00 to 12 Midnight	B	B	B	B	B	C		C	C	C	C	C	D	
12:00 to 8:00 a.m.	C	C	C	D	D	D	D	D	D	D	A	A	A	A
Days	D	D	D	C	C	B	A	A	A	A	D	D	C	B

	Sun.	Mon.	Tues.	Wed.	Thurs.	Fri.	Sat.	Sun.	Mon.	Tues.	Wed.	Thurs.	Fri.	Sat.
8:00 to 4:00 p.m.	C	C	C	C	C	C	A	D	D	D	D	D	D	B
4:00 to 12 Midnight	D	D	D	D	D	A		A	A	A	A	A	B	
12:00 to 8:00 a.m.	A	A	A	B	B	B	B	B	B	B	C	C	C	C
Days Off	B	B	B	A	A	D	C	C	C	C	B	B	A	A

## GENERAL INFORMATION

**Dominion Bridge-Winnipeg (Dublin), a Unit of  
AMCA International Limited and United  
Steelworkers of America, Local 4095.**

<b>Job Class</b>	<b>Job Titles</b>
<b>2</b>	<b>Sweeper-Welding Janitor Sanitary</b>
<b>3</b>	<b>Helper Bending Rolls Helper Warehouse</b>
<b>4</b>	<b>Slinger Fiddle Wheelman Helper Space Punch Helper Galvanizing Cleaner Rack Loader Galvanizing Bundling Warehouse Slinger Warehouse Helper Helper Bender (rebar) Bundler Outside Power Sweeper Operator</b>
<b>5</b>	<b>Stenciler Galvanizing Helper Resistance Spot Welder</b>
<b>6</b>	<b>Angle Spacer Puncher Bogie Driller</b>

Material Handler  
Helper-Maintenance Department

- 7 Burner Manual Port. Machine  
Fork Truck Driver  
Alligator Operator  
Driller  
Bolt & Rod Threader  
Dip Painter  
Hoistman  
Multiple Punch Operator  
Warehouse Order Picker  
Tractor Driver  
Ironworker Shear Operator  
Stud Operator  
Reinforcing Sawman  
Shear Punch Operator  
Mtl. Handler-South End  
Duplicating Punch Oper.
- 8 Checker No. 4 & 5 Runway  
Reinforcing Shear Attendant  
Angle Shear Operator  
Spiral Roller  
Truck Driver  
Vertical Wheelabrator Oper.  
Warehouseman  
Plate Shear Operator  
Fiddle Operator  
Angle Roll Operator  
Angle Bender  
Craneman  
Chord Bender Operator

Trackmobile Driver  
Structural Sawman-Tacker  
Go-Devil Operator  
Checker-Shipping  
Checker-Rebar  
Automatic Stirrup Bender Attendant  
Checker-Bundler  
Outside Fork Truck Driver  
Bar Mat Fastener  
Warehouse Shear Operator  
Warehouse Saw Operator  
Warehouse Expediter  
Warehouse Fork Lift Operator  
Grit Blaster  
Coater  
**Programmed** Bar Bender  
Expediter-Main Shop  
Hoist-Radio Control

- 9 Blast and Paint Operator  
Paint Rack Handler  
Radio Control Crane Operator-  
Rebar  
Burner (S.M.M.T.)  
Futurmilller  
Chord Supply Operator  
Press Brake Operator  
Warehouse Flame Cutting Oper.  
Radio Control Crane Oper.  
Wheelabrator Oper. (No Helper)  
Expediter-Joists  
Truck Driver-Semi or Trailer  
Detail Sorter Handler - Transept Shop

- 10      Detail Spacerman  
Web Bender Operator  
Tube Web Bender Operator  
Angle Punch & Shear Attendant  
Yard Fork Truck Operator-Joists  
Resistance Welder
- 11      Angle Spacer Operator  
Marker  
Dipper  
Pickler  
Master Mill Operator  
Group Leader – S.S.C.
- 12      Welder Structural  
Repainnan  
Burner-Girder Shop
- 13      Carpenter  
Layerout  
Template Maker  
Beam Spacer Operator  
Automatic Arc Oper. -X-ray  
Punch & Drill Operator  
Dispatcher  
Angle Drill Operator  
Paint Checker  
Burner-Girder Shop
- 14      Repainnan. Mechanical  
Welder (Maintenance)  
Welder X-ray
- 15      Inspector  
Fitter-Welder  
Fitter Welder-Joist Dept.  
Group Leader-Works General Repair

- 16      **Template Maker Developer**  
**Machinist**  
**Electrician Wireman**  
**Scale Fabricator "B"**
- 17      **Group Leader Painting &**  
**Inspecting Dept.**  
**Group Leader Girder Dept.**  
**Group Leader Beam &**  
**Column Dept.**  
**Group Leader Joist Dept.**  
**Industrial Mechanic**
- 18      **Toolmaker**  
**Scale Fabricator "A"**
- 20      **Electronic Maintenance Technician**  
**Group Leader Machine Shop**
- 22      **Electronic Maintenance Technician**  
**Group Leader**