

# **AGREEMENT**

BETWEEN

**3M CANADA COMPANY  
LONDON, ONTARIO PLANT**

AND

**NATIONAL AUTOMOBILE,  
AEROSPACE, TRANSPORTATION AND  
GENERAL WORKERS UNION OF CANADA  
(CAW-CANADA)**

LONDON, ONTARIO

JULY 27, 1998

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**THIS AGREEMENT** made and entered into as of the 2nd day of May, 1998.

By and Between:

3M CANADA COMPANY  
London, Ontario Plant

Hereinafter designated as the “Company”

and

NATIONALAUTOMOBILE,  
AEROSPACE, TRANSPORTATIONAND  
GENERAL WORKERS UNION OF CANADA  
(CAW-CANADA)

and its Local 27

Hereinafter designated as the “Union”



**ARTICLE 1  
WITNESSETH**

- 1.01 Recognizing the common dependence of the Company and of its employees upon the welfare of the business **as a** whole, and recognizing further that maintenance of the existing relationship of goodwill and mutual respect between the employer and employees can contribute greatly to the maintenance of, and increase in, that welfare, the parties of this Contract have joined in the following Agreement.
- 1.02 There shall be no strikes or lockouts **as** long as this Agreement continues to operate.

**Article 2  
RECOGNITION**

- 2.01 The Company recognizes the Union as the exclusive bargaining agency for those of its employees in its London Plant excepting the following: Timestudy Employees, Laboratory Workers, Chemists, Supervisors, Department Superintendents, Office Staff, Plant Protection Staff, Student Trainees and Stationary Engineers.

**Article 3  
MANAGEMENT RIGHTS**

- 3.01 The Union recognizes the right of the Company to hire, promote, transfer, demote and lay off employees and to suspend, discharge, or otherwise discipline employees for just cause subject to the right of any employee to lodge **a** grievance in the manner and to the extent **as** herein provided.
- 3.02 The Union further recognizes the right of the Company to operate and manage its business in all respects, to maintain order and efficiency in **its** plant, and to determine the products to be

manufactured, the scheduling of its production and its methods, processes and means of manufacturing.

- 3.03 The Union further acknowledges that the Company has the right to make and alter, from time to time reasonable rules and regulations to be observed by employees, which rules and regulations shall not be inconsistent with the provisions of this Agreement.

**Article 4**  
**SENIORITY AND RELATED MATTERS INCLUDING**  
**HIRING, DISCHARGES, LAY-OFFS, RE-HIRING, LEAVES**  
**OF ABSENCE, ETC.**

- 4.01 It is hereby agreed that the lay-off, or the transfer of, or distribution of work amongst employees shall be in accordance with the seniority and other provisions hereinafter set forth.
- 4.02 A list of the Company's hourly rated employees in order of their respective dates of hiring shall be compiled, and the position of these employees on such Seniority List shall constitute their seniority standing. The Seniority List will be revised quarterly if necessary and will be posted so that it is available to the employees concerned at all times. Copies of the list, as revised from time to time, will be furnished to the Local Union through the Chairperson of the Union Plant Committee.
- 4.03 Seniority shall be applied in accordance with this Agreement on a plant-wide basis. Employees transferred from one department to another shall incur no loss to seniority as a result of such transfer except as provided in 4.21.
- 4.04 All new employees hereafter, for a period of forty-five days worked after the commencement of their employment shall be temporary or probationary employees and during this period the Company may lay off or terminate such employee in its sole discretion and without recourse to the grievance procedure. After such period of forty-five

days worked such employees shall have their names placed on the Seniority List in the order of their dates of hiring.

- 4.05 Any employee, whose seniority has been broken in accordance with **the provisions hereinafter set forth, shall, upon being re-hired,** be considered as a new employee.
- 4.06 It will be the responsibility of an employee to keep the Company informed of their correct address, phone number, and information pertaining to the employee's personal record at all times and the Company only assumes responsibility for contacting an employee at the last address on record.
- 4.07 Seniority shall be broken if
- (a) **An** employee voluntarily quits the employ **of** the Company.
  - (b) An employee is discharged for just cause, and such employee is not reinstated pursuant to the provisions of the Grievance Procedure.
  - (c) A laid-off employee fails to report for work in accordance with a notice of recall, or within seven working days after registered mailing date of such notice, whichever is later, unless a satisfactory reason is given.
  - (d) **If** laid off, an employee will be retained on the Seniority List for a minimum period of thirty-six months or for a period of time equal to the employee's accumulated seniority at date of lay-off whichever is greater.
- 4.08 If an employee overstays a leave of absence or remains away from work without permission, the employee shall be subject to discipline, unless there is a justifiable reason for such absence.
- 4.09 When transferred to a position not subject to the provisions of this Agreement an employee shall retain seniority, and if transferred back to a position subject to this Agreement, seniority accumulating

during the time served in a position not subject to this Agreement shall not be considered.

4.10 (1) Employees requesting leaves of absence shall make application, therefore, in writing to their department supervisor within a reasonable time from date of requested leave. After considering the conditions existing in the department, the leave may be granted. It is agreed that the Company will give an answer within a reasonable time. Such leaves may be extended for a further specified period upon written application by the employee to the department Supervisor before the expiration of the first period.

(2)(a)(1) A female employee with thirteen (13) weeks of employment may make a formal request for up to a seventeen (17) week pregnancy leave of absence and will be returned to the same or comparable job as outlined in 4.18(e).

(2) The employee may work up to the date of delivery provided she can satisfactorily perform her job. At least two weeks prior to the expected date of birth, the employee must present a doctor's statement indicating the expected date of birth and state in writing her intention to return to work following the birth.

(3) Notification for return to work must be made at least two (2) weeks prior to her expected return to work. The employee must provide a medical release from her doctor and the Company Doctor before she will be allowed to return to work.

(4) At the employee's request the leave will be extended but in any event employees on maternity/adoption leave of absence must return to work within one (1) year from the date the original leave commences or their seniority shall be broken.

- (b)(1) An employee with thirteen (13) weeks of employment may make a formal request for **up** to an eighteen (18) week parental (including adoption) leave of absence and will be returned to the same or a comparable job as outlined in 4.18(e).
  - (2) The employee must make a formal request for parental leave at least two (2) weeks prior to the intended date of leave and state in writing the expected date of return to work.
  - (3) Where the parental leave is taken by the natural mother it must immediately follow the pregnancy leave. If parental leave is taken by other than the natural mother, such leave must commence no later than 35 weeks after the child is born or comes into custody and care of the employee.
  - (4) Notification for return to work must be made at least two (2) weeks prior to the employees expected return to work.
- (c) Seniority and all benefits will continue to accrue during the period of leave described in section 4.10 (2)(a)(1)(2)(3) and 4.10 (2)(b) and seniority only during extended leave described in section 4.10 (2)(a)(4).

4.11 Any member of the Union elected or appointed to a Union position will be granted a temporary leave of absence to do work for the Union for a period not exceeding three months. Up to three Union members will be granted such leave at any one time. Any request will be submitted in writing giving the reason for such request at least three working days before the requested leave whenever possible. Up to three Union members will be granted leave of absence to attend Union Conventions and Conferences upon written request at least one week in advance of such leave.

Upon their return to work they will be re-employed according to their seniority at the job which they did immediately prior to their

leave of absence, if it exists, or work generally similar.

Employees to be paid by the Company and the money recovered from the Union monthly if the leave is for three months or less. This arrangement will be provided on leaves up to three months duration in any one calendar year and will not be renewed or extended in that period.

4.12 Up to three Union Committeepersons will be granted leave in preparation for negotiations upon receipt of written application three working days prior to each requested leave.

4.13 (1) An employee elected by or appointed by the Union to a full time position in the Union will be granted a leave of absence during the period in which the individual is actively engaged in such full time service. Seniority will continue to accrue during such leave.

If the employee returns to work in three years or less, they shall return to the job from which they left, if it exists, or work that is generally similar.

(2) Any employee elected to or appointed to a full time Municipal, Provincial or Federal office shall be granted a leave of absence during the period in which the individual is actively engaged in such full time service. Seniority will continue to accrue during such leave.

4.14 Whenever it becomes necessary to decrease the working force, probationary employees shall be the first laid-off. If further lay-offs are necessary, employees with the least amount of seniority shall be laid-off on a plant-wide basis provided those remaining employees with more seniority are able and willing to do the work available. In the event of such a lay-off all employees with three months or more seniority will be given five (5) working days' notice of the lay-off.

4.15 The Company will supply the Union Plant Chairperson with a list of

employees to be laid off or recalled, or any cancellations of same, in advance of notifying the employees.

The Union acknowledges that it is the sole responsibility of the Company to notify the affected employees.

- 4.16 Employees with seniority who have been laid-off in accordance with the above provisions shall be returned to work in line of seniority in which they were laid-off provided they are able and willing to do the work available.
- 4.17 The Union Plant Committee Chairperson, Members of the Union Plant Committee, Alternate Committeepersons, Union appointed Health and Safety Representative, Alternate Health & Safety Representative, Employment Equity Representative, and the following Union Officers, if employees of the Company, not otherwise recognized for the purpose of this Agreement, namely: The President, Vice President, Financial Secretary, Recording Secretary, Trustee, Sergeant-at-Arms, Guide and Affirmative Action Position, will be retained in the employ of the Company during their respective terms of office, notwithstanding their position on the Seniority List, so long as the Company has work available which they are able and willing to perform.
- 4.18 (a) Whenever vacancies occur, notice of such vacancies and job location (where applicable) shall be posted on the plant bulletin boards **for** a period of two days. Interested applicants who are actively at work and who have attained at least twelve months' seniority, must sign the posting within a two-day period. Ability and qualifications of the applicants to perform the job shall be considered. **All** of these factors being relatively equal, seniority shall govern, provided the applicant has the ability and qualifications necessary to satisfactorily perform the job. Employees transferred as a result of a job posting shall be considered transferred to the new job when they begin work at the new job. An employee must work sixty (60) days to gain seniority in **a** classification.

Whenever vacancies occur for the purpose of filling vacation periods, such vacancies will be of a temporary nature and will be posted in accordance with this clause.

Employees may not be awarded more than three jobs in any 12 month period without Company consent. This to be discussed with the Union prior to denial. This will include temporary postings awarded to employees.

- (I) An employee may make application for any job listed in the Job Classification section of the Collective Agreement by completing an application form. Application forms may be obtained from your Supervisor or the Human Resources Department.

Applications will be retained in the Human Resources Department.

The applications completed by employees not currently at work (and as indicated in 4.18(f)) will be considered along with the applicants that are listed on the posting.

Employees must be available to fill the position within 45 working days. In the event, that the employee is unable to fill the position, the vacancy will be reposted if the requirement still exists.

**All** other aspects of Articles 4.18 (a) and (b) will apply.

- (b) The Company will post the results of such vacancies within three working days and employees awarded the job postings will be transferred within ten days. The Union Plant Committee Chairperson will be notified when this is not possible.
- (c) Whenever it becomes necessary to decrease the working force in a classification and transfer employees permanently, the employee in the classification in the department having the



least plant seniority shall be transferred.

- (d) Notwithstanding the provisions of 4.18(a) above, the Company will not post vacancies of a temporary nature where the vacancy is caused by illness, injury, personal leave of absence, maternity/adoption leave of absence (as outlined in 4.10(2)), or vacation; except that if the temporary period extends to twenty-five (25) working days, the position shall then be subject to a temporary posting until the employee returns to work. These time limits may be increased or decreased. In these circumstances the Company will review the situation with the Plant Chairperson. If it is deemed that the employee will be unable to return to their position, the job will be posted in accordance with Article 4.18(a).
- (e) Employees who are absent because of vacation, illness, injury, or personal leave of absence will be re-employed in their former position if they are able to carry out their regular duties, have sufficient seniority, and provided that position still exists. **If** they are unable to carry out their regular duties, the Company will endeavour to find suitable work for them.
- (f) In the event an employee becomes physically handicapped and is unable to continue in the same job, exception may be made to the job posting provisions of the Agreement in favour of such employee on the following basis:
  - (1) **An** employee must have enough seniority to retain a job in the plant.
  - (2) A doctor's certificate of disability by the employee's own doctor and, if requested by the Company from the Company Doctor, must be submitted.
  - (3) The Company agrees that it will review the circumstances with the Union before exercising this provision.
  - (4) Before an employee is placed on a job, the employee will be required to sign an application form for all jobs in the plant. The disability will be reviewed at least annually.

4.19 Employees permanently transferred from one job classification to another (other than as a result of having been awarded a posting) shall retain seniority rights in the job classification of the department from which transfer took place for a period of sixty (60) working days and shall have no seniority in the job classification in the department to which they were transferred until after sixty (60) working days in such classification.

If the job from which the transfer took place is filled for:

- (a) one full shift, the entitled employee with sixty (60) day rights will have their rights restarted.
- (b) ten (10) consecutive working days, the entitled employee with sixty (60) day rights will be returned to the job classification, if required, on the first working day of the following week. The ten (10) days will be extended only if agreed to by the employee, the Committeeperson and the Company.

If however, during this sixty (60) day period, the employee signs, and is awarded, a job posting, seniority in the original classification shall be broken, and seniority in the awarded classification shall commence immediately.

- 4.20
- (a) After employees have worked temporarily in another job classification for a period of ten (10) consecutive working days, then the job will be declared “vacant” and filled in accordance with 4.18 of this section.
  - (b) The exception to the period of ten (10) days in 4.20 (a) will be where a requirement could exceed ten (10) working days. The Company will discuss the circumstances with the Union Plant Committee and, with the Union Plant Committee’s agreement, the period may be extended.
  - (c) Exceptions to the above clauses (4.20(a)(b)) are the vacancies prescribed in Article 4.18(d).

- 4.21 Production workers will not carry seniority into the trades, nor will Skilled Trades employees carry seniority into production except as provided in 18.04.

**Article 5**  
**WAGE ADJUSTMENTS**

- 5.01 (a) Effective May 4, 1998, the Company agrees to grant 35 cents per hour to all employees of the Bargaining Unit.

Effective May 4, 1998, the Company agrees to grant 15 cents per hour to all Skilled Trades employees.

- (b) Effective May 1, 1999, the Company agrees to grant 35 cents per hour to all employees in the Bargaining Unit.

Effective May 1, 1999, the Company agrees to grant 15 cents per hour to all Skilled Trades employees.

- (c) Effective May 1, 2000, the Company agrees to grant 35 cents per hour to all employees of the Bargaining Unit.

Effective May 1, 2000, the Company agrees to grant 15 cents per hour to all Skilled Trades employees.

- 5.02 It is agreed that a cost of living allowance shall be paid to all hourly rated employees and included in the normal pay rate as follows:

<b>Statistics Canada Consumer Price Index</b>	<b>Cost of Living Allowance in addition to Wage Scale by Job Classification</b>
138.597	0¢
138.670	1¢
138.743	
138.816	3¢
138.889	4¢
138.962	5¢
139.035	6¢

and so forth with a 1¢ adjustment for each .073 change in the Index (1986) adjusted quarterly.

- 5.03 Payment of wages will be made weekly by electronic funds transfer. Any delays or problems will be discussed with the Union Committee.

## **Article 6 REPRESENTATION**

- 6.01 The Company recognizes a Union Plant Committee of three members, one of whom shall be recognized as a full-time Union Plant Committee Chairperson. The remaining two members will represent each of the main areas outlined below. The Company further recognizes three alternates elected by and composed of fellow bargaining unit members, one of whom shall be elected by the skilled trades group and the remaining two elected by non-skilled trades.

Management shall be advised in writing of Committee and Alternate Committeepersons, and any changes which may be required. The Union Plant Chairperson and Committeepersons will be scheduled for day shift work.

1. All bargaining unit employees

EXCEPT

2. Skilled Trades

- 6.02 In the event that a shift does not have a representative, the Union may appoint one employee from the shift to handle complaints or grievances. The Union Plant Committee shall notify the Manager, Human Resources in writing of any such appointment.
- 6.03 New employees will be introduced to the Union Plant Committee,

the Health and Safety Representative, and the Employment Equity Representative.

## **Article 7 GRIEVANCE PROCEDURE**

- 7.01 Any complaint or grievance of any employee or any groups of employees shall be handled in the following manner:
- (a) Union Committeepersons shall notify their Supervisor when leaving and returning to their place of work.
  - (b) The Alternate Committeepersons are not to leave their place of work or work area during working periods without first receiving permission from their Supervisor. This permission will not be unreasonably withheld.
  - (c) All time taken by Alternates shall be used only for investigating and processing of grievances or complaints as provided in this Agreement.
  - (d) The Alternate Committeeperson's Supervisor shall be notified of the Alternate Committeeperson's return after handling the grievance or complaint.
  - (e) Before the Union Plant Committee Chairperson, a Union Committeeperson and/or Alternate Committeeperson engages another employee in conversation on Union matters, during working periods, the employee's Supervisor's permission must first be obtained. The permission will not be unreasonably withheld.
- 7.02 **FIRST STEP** - The employee shall verbally present the complaint or grievance to the Supervisor within five working days after knowledge by the employee of the cause of the grievance, otherwise the grievance shall be considered waived. If the Supervisor fails to satisfy the employee at that time, the employee may advise the

Supervisor of the meeting which will be held between the Supervisor, the employee, and the Union Committee person for purposes of resolving the complaint or grievance at this step of the grievance procedure.

**SECOND STEP** - If the Supervisor fails to settle the complaint or grievance within ten working days, the grievance shall within two working days, be presented by the Committee person to the Department Head who will hold a meeting within five working days unless mutually agreed otherwise. Those in attendance shall be the Department Head, the Supervisor, the Committee person, and employee.

**THIRD STEP** - If the grievance is not settled at Step Two above, the grievance shall be reduced to writing within two working days on the forms provided and submitted by the Union Plant Committee Chairperson. The grievance shall name the employee involved, shall state the facts giving rise to the grievance and shall identify the Article (if any) of the Agreement alleged to be violated. Both parties shall present all facts and information then available pertaining to the grievance at this meeting.

The Manager, Human Resources, or designated delegate, will within two working days after receipt of grievance call a meeting within five working days to discuss the grievance with the Union Plant Committee. Within five (5) working days from the date of such meeting, the Manager, Human Resources, or designated delegate, must answer the grievance in writing and present it to the Committee person, with a copy to the Union Plant Committee Chairperson.

The Company will allow the Union Plant Committee thirty minutes prior to the meeting to discuss grievances.

**FOURTH STEP** - If the Company or the Union intends to take the grievance to arbitration, they shall within fifteen working days from date of Manager, Human Resource's disposition, Third Step above,

give written notice to the other party of their intent to apply for arbitration and submit their choice of an arbitrator.

- 7.03 In any conference or dealings with the Representatives of the Company, or any other time at the request of either party, the Union Plant Committee shall be entitled either to be represented by, or to have associated with it a duly accredited representative or counsel of the Union.
- 7.04 (a) If the said complaint or grievance is not settled as hereinbefore provided in this section, the controversy shall be submitted by the parties involved herein to an Arbitrator for final decision. The decision of the Arbitrator shall be final and binding upon the Company, the Union and the employees. In the event that the Company and the Union fail to agree on an Arbitrator within ten working days, the matter shall be referred to the Minister of Labour for the Province of Ontario who will be requested to appoint the Arbitrator.
- (b) The Arbitrator shall not have any power to alter or change any of the provisions of this Agreement or to substitute any new provisions for any existing provisions, nor to give any decision inconsistent with the terms and provisions of this Agreement.
- 7.05 (1) A grievance in connection with a job award or lay-off shall be lodged at the Third Step of the grievance procedure within five (5) working days of notice of the job award or lay off.
- (2) The Union or the Company may initiate a written general grievance beginning at the Third Step of the Grievance Procedure. Such grievance shall be filed with the Manager, Human Resources or the Union Plant Committee Chairperson within ten working days after knowledge by the Union or the Company of the occurrence giving rise to the grievance.
- 7.06 Any decision involving rates of pay or any other working conditions may be made retroactive by the arbitrator to the date on which the grievance occurred.

**Article 8**  
**HOURS OF WORK AND OVERTIME**

8.01 One, Two and Three Shift Operations.

- (a) **FIRST SHIFT OPERATION** - The regular hours of work for first shift workers shall not exceed forty hours per week, and starting Monday at 7:00 a.m. shall be worked between the hours of 7:00 a.m. and 3:00 p.m. or 9:00 a.m. and 5:00 p.m. or such other period of consecutive hours as may be necessary.
- (b) **SECOND ~~SHIFT~~ OPERATION** - The regular hours of work for second shift workers shall not exceed forty hours per week and starting with Monday at 3:00 p.m. shall be worked between the hours of 3:00 p.m. and 11:00 p.m. or such other period of consecutive hours as may be necessary.
- (c) **THIRD SHIFT OPERATION** - When three shift operations are necessary, the regular hours of work for workers shall not exceed forty hours per week and starting Sunday at 11:00 p.m. shall be worked between the hours of 7:00 a.m. and 3:00 p.m., 3:00 p.m. and 11:00 p.m. and 11:00 p.m. **and 7:00 a.m.,** or such other period of consecutive hours as may be necessary.
- (d) On all shift operations, 11:00 p.m. Friday to 11:00 p.m. Saturday will be considered as Saturday overtime, and 11:00 p.m. Saturday to 11:00 p.m. Sunday will be considered as Sunday overtime.

8.02 It is the intention of the Company to have employees remain on the shift on which they began their work week but, in the event an employee is required by the Company to report for work on another shift than that which the individual worked the previous day, the employee will be paid time and one-half for that shift.

8.03 Any employee reporting for work unless previously properly notified not to so report shall receive at least four hour's pay at the



employee's normal pay rate. In the event of adverse weather conditions, local radio announcements at least one hour in advance of the affected shift, or individual contacts shall constitute proper notice.

Any employee called back to work overtime after having completed regular working hours and has left the plant, shall be paid at time and one-half (double time on Sundays) the normal pay rate for such employee. An employee so called shall receive a minimum four hours at the employee's normal pay rate.

An employee called into work for overtime prior to the start of the employee's regular shift and who is not replacing an absent employee, shall be entitled to call-in pay.

8.04 (a) Overtime and extra time shall be evenly divided insofar as possible by the Company amongst employees capable of doing the work in the following order:

1. Employees normally performing the work
2. Employees in the same classification in the department
3. Employees in the department

In the event of 2 and 3 above, the employee with the least amount of overtime will be offered the overtime where practicable.

Failing to obtain a worker from within the department, the overtime will be assigned to any other employee capable of doing the work.

(b) If it **is** shown that an employee **has** not properly shared **in** the distribution of overtime, Management will make adjustment in future overtime schedules **as** promptly as it is practicable.

- (c) The exception to 8.04 (b) above is when employees **have** not been asked in accordance with 8.04 (a) and an employee from outside the classification or the department works the overtime. The employee who was entitled to such overtime under 8.04 (a) shall be paid the overtime hours worked.
- (d) The Company agrees not to credit overtime hours against an employee if such hours were not worked due to Union or Company business.

8.05 All overtime rates shall be computed on the normal pay rate plus shift bonus when worked. **All** work performed on Saturday or during days or hours other than those specified or agreed **upon** as regular work hours, shall be considered overtime and shall be paid at the rate of time and one-half excepting as follows:

- (a) Double time will be paid for: all work performed on Sundays, all work performed over twelve hours in any one week day (Monday through Friday inclusive), all work performed over eight hours on Saturdays.
- (b) For the purpose of this Agreement the following shall be considered as plant holidays:

1998 May 18 - Victoria Day  
July 3 - Canada Day  
August 3 - Civic Holiday  
September 7 - Labour Day  
October 12 - Thanksgiving Day  
December 24  
December 25 - Christmas Day  
December 28 - Substitute for Boxing Day  
December 29  
December 30  
December 31  
January 1, 1999 - New Year's Day  
April 2 - Good Friday  
Individual Floating Holiday

- 1999    May 24 -Victoria Day  
          **July 2 - Canada Day**  
          August 2 - Civic Holiday  
          September 6 - Labour Day  
          October 11 - Thanksgiving Day  
          December 24  
          December 27 - Substitute for Christmas Day  
          December 28 - Substitute for Boxing Day  
          December 29  
          December 30  
          December 31 - Substitute for New Year's Day  
          April 21, 2000 - Good Friday  
          Individual Floating Holiday  
          Individual Floating Holiday
- 2000    May 22 -Victoria Day  
          July 3 - Canada Day  
          August 7 - Civic Holiday  
          September 4 - Labour Day  
          October 9 - Thanksgiving Day  
          December 25 - Christmas Day  
          December 26 - Boxing Day  
          December 27  
          December 28  
          December 29  
          January 1,2001 -New Years Day  
          April 13, 2001 - Good Friday  
          Individual Floating Holiday

These shall, if not worked, be paid for at the employee's normal pay rate providing the employees work full shift hours the working days preceding and following such holidays. (All absences, other than illness, will be subject to the approval of Management.) Employees required to work on a plant holiday shall receive payment at the rate of two times their normal pay rate for the work performed in addition to their plant holiday pay if other requirements are met. The phrase "full shift hours" in this section shall mean not less than

six consecutive working hours. Employees who have been laid-off in a reduction of force, or who are absent because of an approved Worker's Compensation case within thirty (30) calendar days, or because of an approved sickness and accident insurance case within sixty (60) calendar days prior to the day the holiday is observed shall receive the normal pay rate for such holiday irrespective of date of recall.

8.06 There shall be no pyramiding of overtime or Saturday and Sunday premium under any circumstances.

8.07 The Company agrees to pay the following premium over and above the normal pay rate for second and third shift operations:

Effective May 4, 1992, an extra (75¢) per hour worked.

8.08 There shall be no change in hours of work as heretofore defined, or in the method of shift rotation, by any group of employees without the full knowledge of the Union Plant Committee who, after considering the special circumstances then existing, may take the matter up with the Union membership of the group involved.

## **Article 9**

### **MAINTENANCE OF MEMBERSHIP**

9.01 Any employee who is a member of the Union on the effective date of this agreement shall, as a condition of employment, maintain membership in the Union to the extent of having Union **dues** "Checked Off". Any employee who on the effective date of this Agreement is not a member of the Union shall not be required to become a member of the Union as condition of continued employment. Such employee shall, however, have monthly dues and assessments in accordance with the Constitution of the National Union "Checked Off". Any such employee, however, who during the life of this Agreement joins the Union must remain a member as provided above. Any new employee hired henceforth, during their

probationary period, shall pay Union dues as prescribed above and **shall maintain their Union membership as a condition of employment** for the duration of this Agreement. Any employee shall be deemed to have retained membership so long as initiation fees and dues are tendered to the Union when due by or on behalf of an employee.

- 9.02 The Company agrees to deduct (during the life of this Agreement) Union Initiation Fees, Monthly Dues and Assessments, in accordance with the Constitution of the National Union, from the pay **of** each employee accepted into membership in the Union, and from the pay of employees who are not members of the Union, to the extent provided for in the preceding Section 9.01.
- 9.03 All deductions covered by this Agreement shall be made during the first pay period of each calendar month provided that (a) Deductions for present employees who are members of the Union shall be made within thirty days from the date hereof, and (b) Deductions for present employees who may become members shall be made from their first pay period upon their acquiring membership, (c) Deductions for Union dues for probationary employees shall be made in the first pay period of each calendar month. Union initiation fees shall be deducted in the first pay period of the calendar month following their acquiring seniority.
- 9.04 Assessments must be first approved by the National Union and the Local Union before deduction shall be made. The National Union and the Local Union will give the Company notice in writing of the approvals of such assessments.
- 9.05 All sums deducted shall be remitted to the Financial Secretary of the Local Union not later than the twenty-fifth day of the calendar month in which such deductions are made.
- 9.06 The Company and the Union shall work out a mutually satisfactory arrangement by which the Company will furnish monthly to the Financial Secretary of the Local Union a record of those from whom deductions have been made, together with the amount of such deductions.

Whenever revisions are made to the names and addresses of employees, such revisions will be forwarded to the Financial Secretary as referred to above.

- 9.07 No discrimination of any sort will be practiced either by the Company or by the Union, or by the employees by reason of any activity of any employee with or in respect to Trade Union Activity or membership. Neither the Company nor the Union nor the employees shall intimidate an employee either against or in favour of Trade Union membership. Neither the Company, nor the Union, nor the employees shall discriminate in any way because of race, ancestry, colour, creed, place of origin, sex, ethnic origin, citizenship, sexual orientation, age, marital status, or handicap.

### **Article 10**

#### **NEW CLASSIFICATIONS**

- 10.01 When a new job has been established, or a substantial change has been made in a present job, the Company will provide the Union Plant Committee with an interim job description and job classification assignment.

Within thirty (30) days, the Company and the Union Plant Committee will meet to reach agreement on the new classification which then will form part of this Agreement.

The normal Grievance Procedure will apply if agreement is not reached.

### **Article 11**

#### **HEALTH AND SAFETY**

- 11.01 The Union and the Company acknowledge that there exists a joint responsibility for the maintenance of health, cleanliness and sanitary rules and regulations. Management has the responsibility of

providing the cleaning and janitory service, providing proper receptacles, tool racks, and other necessary safety and sanitary facilities. The bargaining unit employees have the responsibility of keeping their immediate work areas clean of waste, papers and other refuse, to keep their equipment clean and orderly and to work with due regard for their own safety and the safety of others.

- 11.02 The Company shall continue to make all reasonable provisions for the safety and health of the bargaining unit employees during the hours of their employment. Protective devices, wearing apparel and other equipment necessary to properly protect bargaining unit employees from injury shall be provided by the Company in accordance with the practices prevailing or established in each separate department and the bargaining unit employees will cooperate with the company in seeing that such protective devices, etc. are properly used.
- 11.03 A new bargaining unit employee or a bargaining unit employee transferring into a department will receive health and safety training on the conditions in that department.
- 11.04 It is agreed that the Joint Health and Safety Committee will be maintained during the term of this Agreement, and the Company will be responsible for informing and training employees in the application and compliance with the provisions of the Occupational Health and Safety Act of the Province of Ontario.
- 11.05 The time spent by the Committee in the course of their duties in the plant shall be considered as time worked and paid for in accordance with the terms of the Collective Agreement.

## **Article 12**

### **DISCIPLINE AND MISCELLANEOUS**

- 12.01 (a) Discipline is defined as a written warning, suspension or

discharge. An employee who is being given discipline will be advised of the right to have their Union Representative in attendance and to discuss the matter with the Union Representative before the disciplinary meeting.

- (b) An employee who is to be suspended or discharged will be given the opportunity of having a disciplinary interview before being required to leave the plant.

In cases requiring immediate expulsion from the plant, the Committeeperson or alternate will be allowed to interview the employee before the individual leaves the plant. If no Committeeperson or alternate is available, the Union will be notified of the action before the disciplinary interview. The disciplinary interview will be set up within 24 hours (weekends and holidays excluded).

The disciplinary interview will include the employee and the Supervisor involved with two other Management representatives and two Union representatives. The employee will be advised in writing of the reasons for the suspension or discharge.

Should the employee protest the discharge or suspension as a grievance, a Third Step meeting will be held within three working days to discuss such discharge or suspension. Should the employee not be reinstated at this meeting, the grievance may then be made subject to arbitration and if so arbitrated, the decision of the Arbitrator shall be final and binding.

- (c) When a written warning is placed against the record of an employee, notice of such written warning shall be given to the employee, who may treat same as a grievance and proceed accordingly, unless notice of such written warning is given within a reasonable time, not in any event to exceed three working days after knowledge of the occurrence, such written warning shall not thereafter be used for the purpose of taking disciplinary action against the employee.



- (d) The respective Committeeperson and the Plant Chairperson will he given or mailed a copy of any written warning or notice of suspension or discharge as referred to in (b) above issued to an employee as soon as possible but in no event later than one working day or 24 hours after issuance of such warning or notice to the employee. However, if the employee, when advised that copies of the written notice are going to the Union Representatives, requests in writing not to do so, the Company will honour such request.
  - (e) The record of a written warning or a suspension will be removed from the employee's record after 18 months from date of issue.
  - (f) Employees may examine their personnel file once a year on their own time by appointment with the Manager, Human Resources. This examination will be done in the office of the Manager, Human Resources.
- 12.02 An employee injured on the job will he paid for the balance of their shift if, as a result of such injury, the employee is sent home or to an outside hospital by instructions of the Supervisor or the Medical Centre. Such payment will be made only once per injury.
- 12.03 The Company will schedule two rest periods of fifteen (15) minutes, one in each half shift, for all employees.
- 12.04 No employee excluded from the bargaining unit shall perform work normally done by employees covered by this Agreement except in an emergency or to instruct, or to be instructed, or to correct difficulties or to maintain vital plant services, or for experimental purposes unless by agreement between the Company and the Union.
- 12.05 Letters of intent and letters signed by the parties as outlined in the Appendix A, B, and C, the Classification and Wage Schedule, and the job classification list, will form a part of this agreement.

## Article 13 VACATIONS

- 13.01 The expression “vacation year” wherever used in this Section, shall mean that period of time from July 1st to June 30th inclusive. Similarly the expression “minimum hours” shall be interpreted to mean a total of 1,000 hours in the vacation year which shall be the fifty-two (52) pay periods immediately preceding the vacation pay eligibility date of June 30th in that year. For the purpose only of calculating minimum hours worked, hours paid for holidays not worked and hours lost due to industrial injury for which Workers’ Compensation is paid, shall be considered as hours worked provided part of the vacation year is worked before the industrial injury occurs.

Vacation pay, in each year, shall be calculated on the basis of the employee’s normal pay rate for the last pay period in which the employee worked and which ended prior to June 30th or shall be calculated on the percentage basis as outlined in Sections 13.02 and 13.03.

- 13.02 Employees of the Company who have worked the minimum hours in the vacation year shall become entitled to vacations with pay.

In departments that have a shutdown, employees will be expected to take their vacation during the shutdown period. In the case of a partial shutdown, employees in the required classification will be offered the available work in the order of their plant seniority.

In departments that do **not** have a shutdown, employees will be asked to choose 2 weeks of vacation by April 1. Every attempt will be made to accommodate requests, but in the event too many employees request the same period, plant seniority will determine who can be given the vacation as originally requested.

Any employee who is planning a trip, may have the request agreed to and granted before April 1.

Any remaining vacation that has not been requested by March **30** of the current vacation year, will be scheduled by the Company.

Vacations must be taken within the vacation year by all employees except employees in their first year or employees who did not work 1,000 hours.

Vacation will be granted on the following basis:

- (a) Effective in 1992, two (2) weeks vacation with pay equivalent to eighty (80) hours pay or 4% of gross earnings, whichever is greater, shall be provided by the Company in the calendar year in which the employee's first anniversary date occurs.
- (b) Effective in 1992, three (3) weeks vacation with pay equivalent to 120 hours pay or 6% of gross earnings, whichever is greater, shall be provided by the Company in the calendar year in which the employee's third anniversary date occurs. This extra week of vacation shall be scheduled at a time convenient to the Company.
- (c) Effective in 1992, four (4) weeks vacation with pay equivalent to 160 hours pay or 8% of gross earnings, whichever is greater, shall be provided by the Company in the calendar year in which the employee's tenth anniversary date occurs. This extra week of vacation shall be scheduled at a time convenient to the Company.
- (d) Effective in 1992, five (5) weeks vacation with pay equivalent to 200 hours pay or 10% of gross earnings, whichever is greater, shall be provided by the Company in the calendar year in which the employee's eighteenth anniversary date occurs. This extra week of vacation shall be scheduled at a time convenient to the Company.

**13.03** Where an employee has failed to work the minimum hours in a vacation year, such employee shall be entitled to the vacation pay

for that year to which the individual would have been entitled had the minimum hours for that year been worked, reduced by five percent (5%) for each fifty (50) hours (or fraction thereof) by which the employee has failed to work the minimum hours for that year.

Employees who fail to work the minimum hours in a vacation year, shall be entitled to a minimum of two (2) weeks vacation, after returning to work. Further, the employee may take, at their discretion, any vacation which was not taken during the vacation year of their absence to a total equal to the entitlement based on their seniority. The vacation periods will be scheduled at a time convenient to the Company.

- 13.04 A laid-off employee, or an employee absent due to illness or injury, will be dealt with as in 13.03 above.
- 13.05 If an employee quits the employ of the Company, either voluntarily, or involuntarily, such individual shall receive the percentage of their earnings for the vacation year to date in accordance with 13.02 and 13.03 above.

## **Article 14**

### **INSURANCE AND PENSION**

- 14.01 The Company agrees to provide the existing benefit plans as outlined in the 3M Benefit Plan booklet for the duration of this Agreement. The Company will pay for the continuation of \$5,000.00 Life Insurance coverage for employees going on retirement. At the retiree's option \$2,000.00 of this \$5,000.00 of Life Insurance may be used to reimburse the individual for incurred medical expenses.

**Article 15**  
**STUDENTS**

- 15.01 In order to provide adequate opportunities for students to train themselves for future work in industry, such students may be used to do any job provided the person normally doing that work is not re-assigned to other work and provided such students do not prevent a laid-off employee from being recalled.

**Article 16**  
**BEREAVEMENT**

- 16.01 The Company agrees to provide for three days bereavement leave at the normal pay rate in case of death in the immediate family — ie. father, mother, spouse or common-law spouse, children, brother, sister, father-in-law, mother-in-law, grandchild. One day bereavement leave at the normal pay rate will be provided in the case of a death of an employee's brother-in-law, sister-in-law, grandmother, grandfather, daughter-in-law, or son-in-law.

**Article 17**  
**JURY DUTY**

- 17.01 The Company agrees to make up the difference between the amount paid by the Court and an employee's normal pay rate, when such employee is called for Jury Duty or subpoenaed as a Crown Witness.

**Article 18**  
**SKILLED TRADES**

- 18.01 (a) All employees in the skilled trades group are subject to the provisions of the Collective Agreement except as specifically covered in this Section:

Journey person Qualifications:

1. Any person who has served a bona fide apprenticeship and has a certificate which substantiates their claim to service.
  2. Any person who has had eight (8) years of practical experience and can prove same with proper affidavits and performance.
  3. Any person who has a C.A.W. or an equivalent Journey person's Skilled Trades Card and meets the requirements of 1 or 2 above.
  4. All future employment with skilled trades shall be Journey persons as defined above.
- (b) For purposes of this Agreement, any Journey person employed in the London, Ontario plant in their trade by the Company shall be considered as coming under the terms hereunder set forth for the skilled trades groups.
- 18.02 Seniority in the skilled trades shall be by non-interchangeable classification within the Maintenance Department. Seniority lists shall be by basic classification.
- 18.03 Seniority of Journey persons in the skilled trades shall begin as of the date of their entry into such a trade classification, after having worked forty-five days in the classification. Seniority will be frozen on leaving a classification, to restart on return to that classification. This seniority shall apply only to lay-offs and recalls.
- 18.04 (a) If it is necessary for the Company to reduce the number of skilled trades employees within a classification and, should the Company be able to employ an employee so laid-off in one of the production areas, the employee shall have no seniority in the production area, although the employee will continue to accumulate seniority within their skilled trades classification

and will also commence to accumulate production seniority immediately. **If** the employee subsequently does not accept a recall to the same skilled trades classification, the individual shall have broken their seniority within that classification. If, on the other hand, the individual accepts a recall to their skilled trades classification, the seniority the individual has accumulated in a production area is cancelled.

- (b) If a Skilled Trades classification is discontinued or eliminated, the affected employee, if qualified, may transfer to another Journeyperson classification if a vacancy exists. Failing this, and seniority permitting the employee will fill a vacancy in a classification in the production unit. The employee will maintain recall rights to the Trades, but the individual's seniority in the Skilled Trades will cease to accumulate.
- (c) In the event that a Skilled Trades employee becomes physically handicapped and is unable to continue in their job, exception may be made to the seniority provisions of this Agreement in favour of such employee on the following basis:
  - (1) The employee must have enough seniority to retain a job in the plant.
  - (2) A doctor's certification of disability by the employee's own doctor and, if requested by the Company, from the Company Doctor, must be submitted.

If the employee is placed in production, the employee's seniority will be retained as per Article 4.03.

18.05 The Company agrees that the Apprenticeship Programme, the Apprenticeship Programme Standards as introduced by the Company and agreed to by the parties shall form a part of this Agreement.

18.06 There shall be a probationary period of forty-five (45) days worked



- in each classification. The starting rate for the classification as indicated in the classification and wage schedule shall apply during this period.
- 18.07 Overtime and holiday pay shall be controlled as outlined in Article 8 of this Agreement.
- 18.08 In the case of a lay-off, the Journeyperson with the least seniority within the classification shall be **first** laid-off. Recalls shall be made in the reverse order of lay-offs.
- 18.09 The following classifications shall be established:  
Group I - Journeyperson Electricians  
    Journeyperson Machine Repair  
    Journeyperson Plumber-Pipefitters  
    Journeyperson Maintenance Welders  
    Journeyperson Carpenters  
    Journeyperson Lift Truck Mechanic
- 18.10 Skilled Trades affiliation dues of one half hour's pay will be checked off annually by the Company in conjunction with normal dues check off in January and paid to the Financial Secretary of Local 27, C.A.W.
- 18.11 The Company agrees that when personal tools are broken accidentally or worn out in the regular course of work, such tools will be replaced.

## **Article 19**

### **RENEWAL**

- 19.01 This Agreement shall be effective from May 2, 1998 and continue in full force and effect up to and including May 6, 2001. If either party desires to terminate or amend this Agreement, it shall give the other party notice in writing within ninety days before expiry date of its election to do so.



Dated and signed this 27th day of July, 1998.

For  
3M CANADA COMPANY  
London, Ontario Plant

R. J. Burgstahler  
S. R. Dearden  
E. J. King  
A. D. Marranca  
J. W. McSheffrey  
D. J. Pawson

For  
NATIONALAUTOMOBILE,  
AEROSPACE, TRANSPORTATION AND  
GENERAL WORKERS UNION OF CANADA  
(CAW-CANADA) Local 27

J. E. Fleetwood  
P. H. Jansen  
R. D. Mason

For  
THE NATIONAL UNION

R. Joyal  
National Representative

## CLASSIFICATION AND WAGE SCHEDULE

GROUP	May 4, 1998 BASE RATE*	May 1, 1999 BASE RATE*	May 1, 2000 BASE RATE*
H	22.95	23.30	23.65
I	26.87	27.37	27.87

\*Probationary Rate — base rate less \$.50/hour.

## JOB CLASSIFICATION

### Group

H

### Job

Abrasive Handler  
Tape Packer  
Tape Production Helper  
Electrical Products Production Helper  
Custodian  
Material Returns Helper  
Production Helper  
Maintenance Stockroom Attendant  
Order Filler  
Salvage Operator  
Maintenance Helper  
Knife Grinder  
Power Lift Truck Operator  
Serviceperson  
Lubricator  
Tape Slitter Operator  
Receiver  
Shipper

## **JOB CLASSIFICATION (continued)**

<b>Group</b>	<b>Job</b>
<b>H</b>	Abrasive Slitter Operator
	Abrasive Belt Fabricator
	Material Handler
	Miscellaneous Machine Operator
	Tape Coater Operator
	Abrasive Maker Operator
	Machine Operator - Adhesives & Coatings
	Abrasive Flexer Operator
	Tape Compounding Operator
	Tape Set-up and Production Specialist
	Abrasive Coating Machine Operator
	Abrasive Coating Compounding Operator
	General Process Operator
	Aerosol Operator
	Machine Operator - Microencapsulation
	Abrasive Converting Operator
	Recycler
	Aerosol Compounding Operator
Narrow Width Coater Operator	
<b>I</b>	Journeyman
	- Electricians
	- Machine Repair
	- Plumber-Pipefitters
	- Maintenance Welders
	- Carpenters
- Lift Truck Mechanic	

**APPENDIX “A”**  
**MEMORANDUM OF AGREEMENT**  
**WEEKEND WORKER**

1. **Hours of Work and Shift Rotation**

2 x 12 hour shifts Saturday and Sunday

3 x 15 minute breaks

Rotate shifts on a weekly basis

2. **Pay**

(a) 20 hours pay per shift worked

(b) i.e. 40 hours pay per weekend

(c) Pay = base rate + C.O.L.A. + Shift Premium for all hours paid.

3. **Weekend Vacancies**

Whenever a vacancy occurs on a weekend shift it will be filled from within the work unit in accordance with the following sequence:

(a) weekday workers in the same classification

(b) employees in other classifications.

The internal posting procedure will be applied in (a) and (b) above.

(c) Any subsequent vacancy will be posted and filled in accordance with 4.18.

Employees who are involuntarily transferred from a weekend shift to a weekday shift **due** to the reduction of weekend requirements, will have sixty (60) day rights to a weekend shift providing the employee had enough seniority to remain in the classification.

In all cases, transfer to a weekend worker schedule will be voluntary.

From an overtime perspective, employees will be deemed to have transferred to the weekend, on the Monday prior to the weekend that they commence weekend work.

4. **Vacation & Vacation Pay**
  - (a) 1 weekend (24 hours) to equal 1 week's vacation
  - (b) minimum hours paid will be considered as hours worked
  
5. **Plant Holidays**

A weekend not worked is the equivalent to 5 holidays. Any balance of negotiated holidays will be paid based on 8 hours at the normal pay rate per holiday.
  
6. **S & A and L.T.D.**
  - (a) L.T.D. - no change
  - (b) S & A - a wait period of 4,8 hours applies to weekend workers.  
At that point the 5 day S & A plan begins.
  
7. **Union Representation**

Alternate Committeeperson
  
8. **Pension Plan**

Hours calculated as hours paid instead of hours worked.
  
9. **Jury Duty**

If pay is lost due to Jury Duty, then the Company will make up the lost pay as outlined in the Collective Agreement.
  
10. **Bereavement Pay**

If the 3 day leave involves Saturday and/or Sunday, then the Company will pay the normal pay rate (20 hours pay) for the Saturday and/or Sunday involved. In an unusual situation, the Company will discuss the special circumstances with the Plant Chairperson.
  
11. **Who Works Available Overtime**
  1. Weekend Overtime - first offered to regular employees as per the Collective Agreement.
  
  2. Weekday Overtime - first offered to regular employees, then to weekend employees.

12. Report-in pay will be 10 hours at the normal pay rate. All other conditions of Article 8.03 will apply.
13. For determination of the probationary period for a weekend worker, a weekend worked will be the equivalent of 5 days.
14. For purposes of calculating payments to the paid education leave fund, the assessment will be based on weekend worker hours paid. If a weekend worker works overtime during the week the assessment will be based on weekday hours worked.
15. The Company will meet with the Union Plant Committee to discuss problems that may arise.

### **#1 -Weekend Worker Shift Change**

**May 5, 1995**

**J. E. FLEETWOOD**

It is recognized that weekend workers should use vacation where possible, to allow for weekends off. However, for special occasions, a weekend worker may change with a weekday worker.

Since this is a voluntary change, in no case would either employee be eligible for premium pay for the regularly scheduled hours. Unless this change is made within the same pay period, there will be a disruption in pay.

A maximum of two (2) shift changes per weekend worker per year will be granted and only one (1) weekend worker per shift may change with a weekday worker. This arrangement must not result in an employee working more than twelve (12) consecutive hours or having less than eight (8) hours between shifts.

J. W. McSheffrey  
Human Resources Manager  
Manufacturing

## APPENDIX "B"

### MEMORANDUM OF AGREEMENT

The following memorandum of agreement forms a part of the current Collective Agreement as outlined in Article 12.05.

1. Ontario Health Insurance Employer Health Tax (formerly O.H.I.P.)	May 1, 1998
2. Rescheduling Vacation - S & A	May 1, 1998
3. Request for Vacation	May 1, 1998
4. Rehabilitation or Assessment	May 1, 1998
5. Health & Safety Representative	April 29, 1998
6. Vice Chairperson	May 1, 1998
7. Pay for Committeepersons	May 1, 1998
8. Union Bulletin Board	May 1, 1998
9. Paid Education Leave	May 1, 1998
10. Probationary Employee Overtime	April 15, 1998
11. Summer Students	May 1, 1998
12. Shift Rotation	May 1, 1998
13. Job Application Form	May 1, 1998
14. Discharge for Absenteeism	May 1, 1998
15. Notice of Plant Closure	May 1, 1998
16. Skilled Trades Utilization	May 1, 1998
17. Contracting Work in Plant - Skilled Trades	May 1, 1998
18. Overtime Hours Administration	May 1, 1998
19. Skilled Trades Vacation	April 15, 1998
20. Tool Allowance	May 1, 1998
21. Bereavement	May 1, 1998
22. "ABLE"	May 1, 1998
23. Contracting Work in Plant - Production	May 1, 1998
24. Racking Work	May 1, 1998
25. General Process Operator	April 28, 1998
26. Related Trades Work	May 1, 1998
27. Power House Maintenance	May 1, 1998
28. Extended Vacation Periods	May 1, 1998
29. Leave of Absence - Part Time Municipal	May 1, 1998

30. Workplace Harassment Policy	
31. Contractors - Fixed Bids	May 1, 1998
32. Equipment Control Systems	May 1, 1998
33. Letter of Commitment	
34. Rehabilitation	May 1, 1998
35. Vacation Pay	April 27, 1998
36. Legal Services	April 21, 1998
37. Extended Leaves of Absence	April 8, 1998
38. Weekend Worker Utilization	May 1, 1998
39. Social Justice Fund	May 1, 1998
40. Maintenance and Production Work	April 15, 1998
41. Benefits Disputes	April 29, 1998
42. Safety Standards	April 29, 1998

## #1

### **Memorandum of Agreement — Ontario Health Insurance Employer Health Tax (formerly O.H.I.P)**

During the term of this Agreement, the Company will continue to pay the Employer Health Tax on behalf of employees for Provincial Health Care coverage.

If during the term of the contract the government plan changes the name, withdraws, or cancels this plan, the Company will replace this plan with other government equivalent benefits or, if permitted by law, with private insurance and there will be no cost for such insurance to the employees. Additionally, if the Provincial Health Care Plan is changed, and there is a net savings to the Company, the parties agree to negotiate the application of the net savings for improved benefits or wages.

Date agreed to May 1, 1998

For the Union *Ron Jaupel*

For the Company *[Signature]*



**#2**

**Memorandum of Agreement—  
Rescheduling Vacation - S & A**

Employees who are on vacation and become injured or hospitalized as defined by the Sickness and Accident Insurance Plan may reschedule such vacation in accordance with the normal scheduling procedures.

Date agreed to May 1, 1998

For the Union *Ron Jaupel*

For the Company *[Signature]*

**#3**

**Memorandum of Agreement—  
Request for Vacations**

During the term of this Collective Agreement, the Company **will** consider requests for vacations prior to July 1 of each vacation year.

As usual, production requirements and staffing requirements will determine whether or not the Company can grant the request.

Date agreed to May 1, 1998

For the Union *Ron Jaupel*

For the Company *[Signature]*

**#4**

**Memorandum of Agreement—  
Rehabilitation or Assessment**

The Company agrees to inform the Union Committee Chairperson when

an employee is returned to work on a rehabilitation or assessment program. The employee will receive the benefit or the actual pay, whichever is greater.

Date agreed to \_\_\_\_\_ Mag 1, 1998 \_\_\_\_\_

For the Union \_\_\_\_\_ *Ron Joseph* \_\_\_\_\_

For the Company \_\_\_\_\_ *[Signature]* \_\_\_\_\_

## #5

### **Memorandum of Agreement — Health & Safety Representative**

In recognition of mutual interest of the Company and the Union in the health and safety of all bargaining unit employees, the Company recognizes a full-time Health & Safety Representative appointed by the C.A.W. Head Office, Toronto, and paid by the Company.

The person appointed by the C.A.W. will be paid the rate of the job held prior to the appointment, and the job will be posted on a temporary basis and, when the appointment is over, the person will return to that position or any subsequent awarded job,

Time spent in the plant, in this position, shall be considered as time worked, as outlined in 4.18(a).

The representative will have the use of an office, to be located centrally with direct access to a plant aisle.

The representative will be provided with health and safety training at the Company's expense, with the exception of up to 1 week per year of training prescribed by the C.A.W. where the Company will pay the time away from work.

The Company will recognize the necessity to have an Alternate Health and

Safety Representative to respond to critical injuries, and refusals to work in the plant, in the absence of the full-time representative. The alternate representative will replace the full-time representative when the absence is expected to exceed one full working day, with the exception of an absence resulting from training prescribed by the C.A.W.

Date agreed to April 29, 1998

For the Union Ron Jaupl

For the Company [Signature]

**#6**

**Memorandum of Agreement —  
Vice Chairperson**

When the Company is notified of the necessity for the Vice Chairperson to replace the Plant Chairperson, the Company will make every effort to do so as quickly as possible.

Date agreed to May 1, 1998

For the Union Ron Jaupl

For the Company [Signature]

**#7**

**Memorandum of Agreement —  
Pay for Committeepersons**

The past practice of paying Union Committeepersons and alternate Committeepersons shall continue during the term of this Agreement.

Date agreed to May 1, 1998

For the Union Ron Joseph  
For the Company [Signature]

**#8**  
**Memorandum of Agreement —**  
**Union Bulletin Board**

During the term of this Agreement the Company agrees to a Union Bulletin Board in each of the following areas: employee entrance (present location, A. & C. break area (present location), Tape Converting, Abrasive Making, Maintenance, and Abrasive Converting. Notices posted on such bulletin boards must be authorized by the Manager, Human Resources, Manufacturing, or a designated delegate. This authorization will not be unreasonably withheld.

Date agreed to May 1, 1998  
For the Union Ron Joseph  
For the Company [Signature]

**#9**  
**Memorandum of Agreement —**  
**Paid Education Leave**

During the term of this Agreement the Company agrees to pay into a special fund three cents (3¢) per hour per employee for all hours worked for the purpose of providing paid education leave. Said paid education leave will be for the purpose of upgrading the employee's skills in all aspects of Trade Union functions. Such monies to be paid on a quarterly basis into a trust fund established by the National Union, C.A.W., and sent by the Company to the C.A.W. Leadership Training Program, P.O.Box 897, Port Elgin, Ontario, NOH 2C0.

The Company further agrees that up to three members of the bargaining unit, selected by the Union to attend such courses, will be granted a **leave** of absence without pay for twenty (20) days of class time, plus travel time where necessary, said leave of absence to be intermittent over a twelve (12) month period from the first day of leave. Employees on paid leave of absence will continue to accrue seniority and benefits during such leave.

Date agreed to \_\_\_\_\_ May 1, 1998 \_\_\_\_\_

For the Union \_\_\_\_\_ *Ron Jaupl* \_\_\_\_\_

For the Company \_\_\_\_\_ *[Signature]* \_\_\_\_\_

#### **#10**

#### **Memorandum of Agreement — Probationary Employee Overtime**

Probationary employees will remain at the top of the overtime list for the duration of their probationary period. At that time, their hours will be adjusted to equal the average of employees in that classification within the Department. In the skilled trade classifications, probationary employees will be asked for overtime after all other employees within the classification.

Date agreed to: \_\_\_\_\_ April 5, 1998 \_\_\_\_\_

For the Union: \_\_\_\_\_ *Ron Jaupl* \_\_\_\_\_

For the Company: \_\_\_\_\_ *[Signature]* \_\_\_\_\_

#### **#11**

#### **Memorandum of Agreement — Summer Students**

Summer Students who are hired after April 1st and will terminate by

September 15th of any calendar year will serve a probationary period of one hundred and twenty (120) days worked.

The students will remain at the top of the overtime list in the assigned classification.

All other provisions of the Collective Agreement will apply.

Date agreed to \_\_\_\_\_ May 1, 1998 \_\_\_\_\_

For the Union \_\_\_\_\_ *Ron Jozal* \_\_\_\_\_

For the Company \_\_\_\_\_ *SL* \_\_\_\_\_

**#12**  
**Memorandum of Agreement —**  
**Shift Rotation**

During the term of this Agreement the Company agrees to a midnights/afternoons/days rotation.

Date agreed to \_\_\_\_\_ May 1, 1998 \_\_\_\_\_

For the Union \_\_\_\_\_ *Ron Jozal* \_\_\_\_\_

For the Company \_\_\_\_\_ *SL* \_\_\_\_\_

**#13**  
**Memorandum of Agreement —**  
**Job Application Form**

Date: \_\_\_\_\_

Employee's Name \_\_\_\_\_ Employee No: \_\_\_\_\_

Job Presently Held \_\_\_\_\_ Department \_\_\_\_\_

Job Applied For \_\_\_\_\_ Department \_\_\_\_\_

Employee's Signature \_\_\_\_\_

Recorded in Human Resources by \_\_\_\_\_

Date \_\_\_\_\_

Seniority Date \_\_\_\_\_

Copies: Employee  
Union Chairperson

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Date agreed to May 1, 1998

For the Union *Ron Japel*

For the Company *[Signature]*

#### #14

#### Memorandum of Agreement — Discharge for Absenteeism

When an employee is being discharged, for absenteeism only, and grieves the discharge, the employee will be continued at work (seniority permitting) until the conclusion of the grievance procedure.

Date agreed to May 1, 1998

For the Union *Ron Japel*

For the Company *[Signature]*

**#15****Memorandum of Agreement —  
Notice of Plant Closure**

The Company will give six months' notice of Plant Closure. The Company agrees to meet with the Union Plant Committee at that time to negotiate a severance package for members of the bargaining unit.

Date agreed to \_\_\_\_\_ May 1, 1998 \_\_\_\_\_

For the Union \_\_\_\_\_ *Ron Japel* \_\_\_\_\_

For the Company \_\_\_\_\_ *[Signature]* \_\_\_\_\_

**#16****Memorandum of Agreement —  
Skilled Trades Utilization**

During the term of this Collective Agreement it is the intention of the Company to fully utilize the experience and qualifications of all our skilled trades employees.

Prior to the introduction of any significant new equipment or major modifications to existing equipment, the Company will meet with the Union (Skilled Trades Committeeperson and Plant Chairperson) and the affected employees to discuss the best method of implementing the anticipated changes.

Date agreed to \_\_\_\_\_ May 1, 1998 \_\_\_\_\_

For the Union \_\_\_\_\_ *Ron Japel* \_\_\_\_\_

For the Company \_\_\_\_\_ *[Signature]* \_\_\_\_\_



**#17**

**Memorandum of Agreement —  
Contracting Work in Plant - Skilled Trades**

During the term of this Agreement, it is not the intention of the Company to have outside contractors perform work normally performed in the plant by Skilled Trades on a continuous basis if a shift is insufficiently staffed to perform the work required.

In addition, the Company agrees that outside contractors will not perform such work while Skilled Trades employees qualified and available to do the work are on lay-off.

Date agreed to May 1, 1998

For the Union Ron Jozal

For the Company [Signature]

**#18**

**Memorandum of Agreement —  
Overtime Hours Administration**

During the term of this Agreement, the parties agree that employees who are awarded or assigned a job, will start in that position with overtime hours equal to the average of the employees in that classification within the Department.

For the purposes of charging overtime, a call to the phone number on record, whether answered or not, or a message left with an answering system, will be considered an offer of overtime and charged accordingly.

Employees who are absent when overtime is requested, will be charged with the overtime hours as if they were at work.

Date agreed to May 1, 1998

For the Union \_\_\_\_\_ *Ron Juepal* \_\_\_\_\_

For the Company \_\_\_\_\_ *[Signature]* \_\_\_\_\_

**#19**

**Memorandum of Agreement —  
Skilled Trades Vacation**

During the term of this Agreement, the Company agrees to allow two Journeyperson Machine Repair employees and one Journeyperson Electrician from each of the three internally posted **groups** to be on vacation each week during the months of July and August each year. One Pipefitter will be allowed on vacation each week during July and August. An additional Pipefitter will be allowed to be off when necessary to provide two consecutive weeks of vacation during July and August.

During the balance of the year, a minimum of one person per week in each of these groups and one Pipefitter will be granted vacation.

In addition to these vacations, the Company agrees to allow two weekend skilled trades employees on vacation each week.

Hiring for vacation relief positions for skilled trades will only occur in the months of July and August.

Date agreed to \_\_\_\_\_ April 15, 1998 \_\_\_\_\_

For the Union \_\_\_\_\_ *Ron Juepal* \_\_\_\_\_

For the Company \_\_\_\_\_ *[Signature]* \_\_\_\_\_

**#20****Memorandum of Agreement —  
Tool Allowance**

The Company agrees to continue the tool allowance program for skilled trades employees (including apprentices). This program will apply to job related tools with the Company paying 100% of the substantiated purchase cost with an annual reimbursement limit of \$240, per employee.

Date agreed to \_\_\_\_\_ May 1, 1998 \_\_\_\_\_

For the Union \_\_\_\_\_ Ron Jopl \_\_\_\_\_

For the Company \_\_\_\_\_ [Signature] \_\_\_\_\_

**#21****Memorandum of Agreement —  
Bereavement**

Employees who experience a bereavement situation (covered under the terms of Article 16 of the Collective Agreement) while on vacation, will receive bereavement leave with pay at the time of death and the vacation period will be extended. In these situations every effort should be made to notify the Company immediately of the death in order that necessary arrangements can be made.

If a statutory holiday falls within the bereavement leave then the employee will be entitled to an additional day. Weekends, i.e. Saturdays and Sundays, will not be counted as bereavement days.

With respect to bereavement situations (covered under the terms of Article 16) while employees are off due to sickness or accident, compensation, lay-offs, suspension and leaves of absence in excess of three days, such employees will not be entitled to bereavement leave. An employee returning from a leave of absence will be entitled to bereavement leave only if the death occurs during the final three days of the leave of absence.

Example: Employee is due to return to work Monday and a death occurs on the previous Wednesday. The employee's three-day bereavement leave would be Thursday, Friday, and Monday.

An employee who is notified of a death in the immediate family (covered under Article 16 of the Collective Agreement) while at work may elect to use that day as one day of their bereavement leave.

Date agreed to \_\_\_\_\_ May 1, 1998 \_\_\_\_\_

For the Union \_\_\_\_\_ *Ron Jozel* \_\_\_\_\_

For the Company \_\_\_\_\_ *[Signature]* \_\_\_\_\_

**#22**

**Memorandum of Agreement —  
“ABLE”**

During the term of this Agreement, the parties agree that in Articles 4.14, 4.16, and 4.17, employees will be considered “able” to do the work unless there is medical advice to the contrary.

Date agreed to \_\_\_\_\_ May 1, 1998 \_\_\_\_\_

For the Union \_\_\_\_\_ *Ron Jozel* \_\_\_\_\_

For the Company \_\_\_\_\_ *[Signature]* \_\_\_\_\_

**#23**

**Memorandum of Agreement —  
Contracting Work in Plant - Production**

During the term of the present Collective Agreement, the Company will not bring contractors into the plant to do jobs currently performed by the hourly rated production employees, except for emergencies, training or

experimental purposes.

This will not be interpreted as having any effect on contract work presently being performed or on maintenance related work.

Date agreed to \_\_\_\_\_ May 1, 1998 \_\_\_\_\_

For the Union \_\_\_\_\_ *Ron Juyal* \_\_\_\_\_

For the Company \_\_\_\_\_ *[Signature]* \_\_\_\_\_

#### #24

#### Memorandum of Agreement — Racking Work

3M employees will continue to do routine racking work.

Contractors may be used for major racking work, provided there are no employees on layoff.

Date agreed to \_\_\_\_\_ May 1, 1998 \_\_\_\_\_

For the Union \_\_\_\_\_ *Ron Juyal* \_\_\_\_\_

For the Company \_\_\_\_\_ *[Signature]* \_\_\_\_\_

#### #25

#### Memorandum of Agreement — General Process Operator

During the term of this Agreement the parties agree to the introduction of a new Job Classification in Group H, General Process Operator. This position will require mobility between classifications and shift rotations within a defined group. These groups are as follows:

- (1) Abrasive Making

- (2) Abrasive Coating
- (3) A.C & S. Focused Factory
- (4) Tape Focused Factory
- (5) Distribution Services
- (6) Abrasive Converting
- (7) Maintenance, Salvage and Scrap

Any vacancies will be posted and filled in accordance with Article 4 of the Collective Agreement.

For overtime purposes these employees will be considered as “normally performing” the job to which they are assigned and will be asked in accordance with 8.04(a)(1) and (2) based on the overtime hours of the employee being replaced. Their overtime hours will be accumulated in their own classification and will be applied when being asked for overtime in accordance with 8.04(a)(3). Their overtime hours will be normalized annually with the other G.P.O.’s within their Focused Factory.

Date agreed to April 28, 1998

For the Union *Ron Jozel*

For the Company *[Signature]*

**#26  
Memorandum of Agreement—  
Related Trades Work**

During the term of this Agreement the Company and the Union agree to meet and discuss ways of having skilled trades employees perform basic tasks in related trades in order to utilize and increase the skills of the trades employees and to improve the runtime and competitiveness of our operations.

It is not the Company’s intention to establish a multi-trade classification as a result of this memorandum.

Date agreed to May 1, 1998

For the Union Ron Jozal

For the Company [Signature]

**#27**

**Memorandum of Agreement —  
Power House Maintenance**

While it is the intention of the Company to involve skilled trades in the normal maintenance of the Power House the following areas will be serviced by others:

- (1) Maintenance duties carried out by the operating engineers.
- (2) Major modifications and project work.
- (3) Equipment and processes that require unique skills, experience, or tools.

The Company agrees to discuss the details of skilled trades involvement in maintenance matters at the Power House facility with the Committeeperson, Maintenance Skilled Trades considering the requirements of the three provisions above.

Date agreed to May 1, 1998

For the Union Ron Jozal

For the Company [Signature]

**#28**

**Memorandum of Agreement —  
Extended Vacation Periods**

To cover extended vacation periods specific jobs will be posted as outlined

in 4.18(d). The successful candidate must be willing to work the relief schedule and will move between classifications (paid as indicated in 4.20(a)).

Under no circumstance will these employees be allowed to displace junior employees or accumulate seniority in the classification.

Intermittent vacation vacancies will not normally be posted.

Date agreed to \_\_\_\_\_ May 1, 1998 \_\_\_\_\_

For the Union \_\_\_\_\_ Ron Jajal \_\_\_\_\_

For the Company \_\_\_\_\_ [Signature] \_\_\_\_\_

## #29

### **Memorandum of Agreement — Leave of Absence - Part-Time Municipal**

An employee elected to a part-time municipal office will be granted leaves of absence to attend meetings, etc. which are scheduled during regular hours of work.

The employee must notify the Company, in writing, of the dates of the leaves, at least three (3) working days prior to each leave, where possible.

The Company and the Union Plant Committee will meet to discuss the assignment of this employee so that it will have the least effect on other employees and/or the Company.

Date agreed to \_\_\_\_\_ May 1, 1998 \_\_\_\_\_

For the Union \_\_\_\_\_ Ron Jajal \_\_\_\_\_

For the Company \_\_\_\_\_ [Signature] \_\_\_\_\_



#30

**Memorandum of Agreement  
Workplace Harassment Policy**

**3M CANADA - CANADIAN AUTO WORKERS UNION  
WORKPLACE HARASSMENT POLICY**

Harassment in the workplace is a form of discrimination and it is prohibited by law.

Harassment means being subjected to any conduct or comment by a supervisor or co-worker that is known or should reasonably be known to be unwelcome, that denies individual dignity and respect on the basis of any of the grounds of discrimination provided by law, such as, race, ancestry, colour, creed, place of origin, sex, ethnic origin, citizenship, sexual orientation, age, marital status, or handicap.

Such behaviour is usually intimidating, hurtful, annoying, or malicious in intent, and the effects of harassment can be very destructive for the victim.

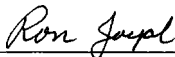
Workplace harassment is unacceptable and the policy of both 3M Canada Company and the Canadian Auto Workers Union is to deal with incidents of harassment with sensitivity and seriousness. Anyone found in violation of this policy may be disciplined up to and including discharge.

Together 3M and the CAW have developed the Internal Human Rights complaint procedure to assist those people who believe that they have been discriminated against or harassed. Contact your immediate supervisor or Committeeperson for policy details.



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A. D. Marranca  
Vice President  
Human Resources &  
Administration Services  
3M Canada Company



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R. Joyal  
Area Director  
CAW - Canada

### #31

#### **Memorandum of Agreement — Contractors - Fixed Bids**

When it becomes necessary to engage contractors for fixed bid projects for the London Plant, the scope of the work will be reviewed with the Skilled Trades Committeeperson for their input.

When contractors are engaged on fixed bid project work in the London Plant and the contractor employee(s) work overtime, offsetting overtime will be offered to the appropriate employee(s) of the 3M Skilled Trades classification provided that 3M employees in that classification possess the skill to have done the work and the work is normally performed as part of their job duties at 3M.

Contractor overtime is defined as any time a contractor employee works longer than 8 hours on any shift during the week or any time on Saturdays, Sundays, or statutory holidays unless otherwise defined by mutual agreement.

The meaning of offsetting overtime is illustrated by this example:

Two contractor employee pipefitters are to work overtime doing the type of work normally performed by 3M pipefitters, then the next two 3M pipefitters on the overtime list who haven't already been offered other overtime for the subject time period will be offered the offsetting overtime.

Date agreed to \_\_\_\_\_ May 1, 1998 \_\_\_\_\_

For the Union \_\_\_\_\_ Ron Juppel \_\_\_\_\_

For the Company \_\_\_\_\_ [Signature] \_\_\_\_\_

### #32

#### Memorandum of Agreement — Equipment Control Systems

In order to continue to improve the runtime and efficiency of production equipment in the plant, it is our intention to have an electrician work with an electrical engineer in the start-up, commissioning and debugging phase of equipment control hardware.

When it becomes necessary for engineering staff to alter the design or logic of these systems to study and enhance their performance, such work may be performed independently providing timely communication and education of the Skilled Trades takes place.

Date agreed to \_\_\_\_\_ May 1, 1998 \_\_\_\_\_

For the Union \_\_\_\_\_ *Ron Jaupal* \_\_\_\_\_

For the Company \_\_\_\_\_ *[Signature]* \_\_\_\_\_

### #33

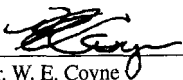
#### Memorandum of Agreement — Letter of Commitment

3M Canada Company and the Canadian **Auto** Workers Union are committed to the concept that it is essential to provide a work climate that respects the dignity and worth of individuals. The corporate and the union goals, as well as those of the individual, are best achieved in an atmosphere free of intimidation or harassment.

Neither the Company, nor the Union, nor the employees shall discriminate in any way because of race, ancestry, colour, creed, place of origin, sex, ethnic origin, citizenship, sexual orientation, age, marital status or handicap.

It is the responsibility of each and every one of us to interact with one

another in the spirit of decency, respect and supportiveness.



Dr. W. E. Coyne  
President & General Manager  
3M Canada Company



Robert White  
President, National  
CAW Canada

### #34

#### Memorandum of Agreement — Rehabilitation

The Company and the Union are committed to the rehabilitation and return to the workforce of disabled employees. This can best be accomplished by working together to identify individuals' needs and opportunities.

During the term of this Agreement the parties agree to meet and discuss opportunities on an ongoing basis. Our mutual goal will be to return these employees to gainful employment and ultimately rehabilitate them to resume their status as a productive member of the workforce.

Date agreed to May 1, 1998

For the Union Ron Japel

For the Company [Signature]

### #35

#### Memorandum of Agreement — Vacation Pay

Vacation pay will be paid at the employees normal pay rate when taken.

The employees will receive the calculated percentage vacation pay, if greater than the equivalent vacation entitlement, as soon as possible after July 1 of each vacation year.

Date agreed to \_\_\_\_\_ April 27, 1998 \_\_\_\_\_

For the Union \_\_\_\_\_ *Ron Jozel* \_\_\_\_\_

For the Company \_\_\_\_\_ *[Signature]* \_\_\_\_\_

### #36

#### Memorandum of Agreement — Legal Services

During the term of this Agreement the Union and the Company agree to maintain the C.A.W. Legal Services Plan for all eligible employees.

The 3M Canada Company sponsorship **for** its portion of this plan will be funded by the Company. This funding and the provision of T4A earnings information for tax purposes are its sole responsibilities associated with the administration of this Plan. However, the Company reserves the right to participate as an active member of the Administrative Committee, if invited.

Date agreed to \_\_\_\_\_ April 21, 1998 \_\_\_\_\_

For the Union \_\_\_\_\_ *Ron Jozel* \_\_\_\_\_

For the Company \_\_\_\_\_ *[Signature]* \_\_\_\_\_

### #37

#### Memorandum of Agreement — Extended Leaves of Absence

In order to accommodate extended leaves of absence (or leaves of absence

that are combined with vacation leaves) at any time during the year, surplus employees or students may be assigned to fill in for employees who have been granted such leaves.

The selection system used to hire summer students will be extended to these situations to give preference to **sons** and daughters of 3M employees.

The students will serve a probationary period of 120 days worked and will terminate by the end of this period. They will remain at the top of the overtime **list** in the assigned classification.

Arrangements such as these will be considered on an individual basis and will require approval by both the Company and the Union.

Date agreed to \_\_\_\_\_ April 8, 1998 \_\_\_\_\_

For the Union: \_\_\_\_\_ *Ron Jajal* \_\_\_\_\_

For the Company: \_\_\_\_\_ *[Signature]* \_\_\_\_\_

### **#38**

#### **Memorandum of Agreement Weekend Worker Utilization**

The Company and the Union agree to meet on a regular basis to discuss ways of reducing regularly scheduled overtime, including utilization of the weekend worker concept.

Date agreed to: \_\_\_\_\_ May 1, 1998 \_\_\_\_\_

For the Union: \_\_\_\_\_ *Ron Jajal* \_\_\_\_\_

For the Company: \_\_\_\_\_ *[Signature]* \_\_\_\_\_

**#39**

**Memorandum of Agreement —  
Social Justice Fund**

During the term of this Agreement, the Company **agrees** to pay one cent (1¢) per hour per employee for all hours worked into the C.A.W. Social Justice Fund.

Date agreed to: \_\_\_\_\_ May 1, 1998 \_\_\_\_\_

For the Union: \_\_\_\_\_ Ron Jajal \_\_\_\_\_

For the Company: \_\_\_\_\_ [Signature] \_\_\_\_\_

**#40**

**Memorandum of Agreement -  
Maintenance and Production Work**

It **is** recognized that changes in the business environment necessitate the continuous review of the way we organize our operations in the London Plant.

It is not the intent of the Company to have production employees do work normally performed by skilled trades employees, nor is **it** the intent for skilled trades employees to do work normally performed by production employees.

Date agreed to: \_\_\_\_\_ April 15, 1998 \_\_\_\_\_

For the Union: \_\_\_\_\_ Ron Jajal \_\_\_\_\_

For the Company: \_\_\_\_\_ [Signature] \_\_\_\_\_

## #41

### Memorandum of Agreement Benefits Disputes

The following steps will be used to resolve disputes relating to the Health Care and Disability programs documented in the 3M Benefit Plans hooklet.

(a) Health Care Claim Disputes.

1. The employee will try to resolve the issue directly with the Benefits Department.
2. Failing resolution at step 1, a meeting of the employee, Union Representative, London Plant Human Resources Manager, and the Benefits Manager will be convened to attempt to resolve **the** issue. **A** representative of the appropriate benefits carrier will attend if necessary.
3. Failing resolution at step 2, the carrier will be requested by the Company to provide a written explanation.
4. Failing resolution at step 3, the dispute may be taken to the fourth step of the Grievance Procedure.

(b) Disability Claim Disputes.

The insurance carrier will provide an employee on a disability claim of four weeks or more with two weeks notice of intention **to** suspend benefits. The notice will state the reason for suspension, and any actions that the employee may take to maintain benefits.

Where there is a dispute between two physicians on the ability of the employee to return to work, the steps below will be followed:



1. The employee, the Company and the Union will try to resolve the issue informally through discussion and documentation. The Benefits Department can assist at this stage where appropriate.
2. Failing resolution at step 1, a meeting of the employee, Union Representative, London Plant Human Resources Manager, and the Benefits Manager will be convened to attempt to resolve the issue. A representative of the appropriate benefits carrier will attend if necessary. Employees are required to provide appropriate medical releases to facilitate this process.
3. Failing resolution at step 2, above, the parties will refer the dispute for a mutually acceptable Independent Medical Opinion (IMO) paid for by the Company. The IMO shall be binding on the Company, Union and employee(s) without prejudice to future similar circumstances.

Benefits **will** continue for a maximum of 4 weeks through the dispute resolution process.

Date agreed to \_\_\_\_\_ April 29, 1998 \_\_\_\_\_

For the Union: \_\_\_\_\_ *Ron Joseph* \_\_\_\_\_

For the Company: \_\_\_\_\_ *[Signature]* \_\_\_\_\_

#### #42

#### Memorandum of Agreement Safety Standards

The Company is committed to maintaining and/or improving, from this date, safety standards, which includes the right to refuse under the Health and Safety Act.

Date agreed to April 29, 1998

For the Union: Ron Joyal

**For the Company:** [Signature]

## APPENDIX "C" LETTERS OF INTENT

The following signed Letters of Intent form a part of the Collective Agreement as outlined in Article 12.05.

1. Apprenticeship Program	May 1, 1998
2. Apprenticeship Consultation	May 1, 1998
3. Custodian	May 1, 1998
4. Replacement of Skilled Trades	May 1, 1998
5. Internal Posting	May 1, 1998
6. Termination of Probationary Employees	April 9, 1998
7. Maintenance Alignment-Overtime	April 15, 1998
8. Job Security	May 1, 1998
9. Time Clocks	May 1, 1998
10. Surplus Employee Job Award	May 1, 1998
11. Technological Change	May 1, 1998
12. Job Sharing	April 21, 1998
13. Weekly Disability Income Advances	May 1, 1998
14. Personnel Carrier	May 1, 1998
15. Alternate Committeeperson - Leave of Absence	April 8, 1998
16. Plant Committee - Temporary Leave of Absence	April 21, 1998
17. Committeeperson Job Classification	May 1, 1998
18. Waste Handling	May 1, 1998
19. Floating Holiday Notice	May 1, 1998
20. Stock Room Attendant	May 1, 1998
21. Manufacturing Non-Coating Rolls	May 1, 1998
22. Apprenticeship Production Seniority	May 1, 1998
23. Employment Equity	May 1, 1998
24. Seniority List for New Employees	May 1, 1998
25. Temporary Posting - Area Trainer	May 1, 1998
26. Sniff Testing	April 15, 1998
27. Smoking Areas	April 21, 1998
28. Job Posting for New Employees	April 27, 1998

### **#1 - Apprenticeship Program**

**May 1, 1998**

**J.E. Fleetwood**

The utilization of the apprenticeship program to develop persons to become qualified skilled trades candidates is in the best interest of the parties. The Company will endeavour to effectively utilize this program by maintaining an active apprenticeship program during normal business conditions.

S. R. Dearden  
Human Resources Manager  
Manufacturing

### **#2 - Apprenticeship Consultation**

**May 1, 1998**

**J.E. Fleetwood**

Maintenance Management will meet with the Apprenticeship Committee, and seriously consider our needs **for** apprentices in the future.

S. R. Dearden  
Human Resources Manager  
Manufacturing

### **#3 - Custodian**

**May 1, 1998**

**J.E. Fleetwood**

The Company has agreed to recognize a full-time custodian for the Maintenance area and for the washrooms and break area in the west end of the plant, In return the maintenance helpers will no longer be responsible for the movement of office furnishings.

The recognition **of** this position will not directly affect the present number

of maintenance helpers.

S. R. Dearden  
Human Resources Manager,  
Manufacturing

#### **#4 - Replacement of Skilled Trades**

**May 1, 1998**

**J.E. Fleetwood**

For the term of this Agreement, the Company will not replace Skilled Trades employees who terminate, by using Contractors.

The Company will objectively study its use of Contractors and meet with the Skilled Trades representative on a quarterly basis to discuss their findings.

S. R. Dearden  
Human Resources Manager  
Manufacturing

#### **#5 - Internal Posting**

**May 1, 1998**

**J.E. Fleetwood**

Employees working in a classification, within a department, will be allowed to transfer into other jobs within the classification when permanent vacancies occur.

Employees within the classification who have attained seniority within the classification, will be asked according to their plant seniority (most senior to least senior), to accept or reject the vacant position by signing the appropriate column on the master sheet.

A copy of the master sheet will be retained in the department for future

reference.

This procedure will not be inconsistent with the terms outlined in Article 4 of the Collective Agreement.

### **Temporary assignments within a classification**

(in internal posting areas)

When it is necessary to temporarily move an employee from a work group within a classification to another job within the same classification and on the same shift, the junior person will be moved whenever possible.

The above does not preclude an employee with more seniority volunteering to accept the move.

The other employees in the work group may then be moved, without regard for seniority, to the jobs that are required to be performed within the work group.

S. R. Dearden  
Human Resources Manager  
Manufacturing

### **#6 - Termination of Probationary Employees**

**April 9, 1998**

**J.E. Fleetwood**

It is the intent of the Company to act reasonably when terminating a probationary employee. Where possible, the Company will discuss the reason for termination with the Union beforehand.

S.R. Dearden  
Human Resources Manager  
Manufacturing

## **#7 - Maintenance Alignment - Overtime**

**April 15, 1998**

**J.E. Fleetwood**

The Company will offer overtime within the 'Internally Posted' Maintenance groups prior to temporarily transferring from another shift department. However, the parties recognize the need for on-shift resources to assist each other for tasks of short duration.

S.R. Dearden  
Human Resources Manager  
Manufacturing

## **#8 -Job Security**

**May 1, 1998**

**J.E. Fleetwood**

It is the intention of the Company to maintain a viable manufacturing facility on the London Plant site.

Economic fluctuations and changes in products manufactured are inevitable because of market or economic pressures. Our past record indicates a conscious effort for stability and it is our intention to maintain this approach.

It is the Company's objective to continue to develop economically viable products for manufacturing in our London Plant. We are confident that such developments and the diversity of manufactured products will ensure the utilization of our resources. This intention continues to be demonstrated by the large capital investments in equipment and plant improvements.

If any change is planned by the Company that would result in a major effect on employment levels in the plant, the Company will meet with the Union to discuss the situation and seek a means of minimizing or eliminating the effect.

S. R. Dearden  
Human Resources Manager  
Manufacturing

**#9 - Time Clocks**  
**May 1, 1998**  
**J.E. Fleetwood**

The Company will not reinstate the use of time clocks during the term of this Collective Agreement without the agreement of the Union Plant Committee.

S. R. Dearden  
Human Resources Manager  
Manufacturing

**#10 - Surplus Employee Job Award**  
**May 1, 1998**  
**J.E. Fleetwood**

When a person is declared surplus, or removed from a job, the award for that job will not count towards the three in a twelve (**12**) month period in 4.18(a).

S. R. Dearden  
Human Resources Manager  
Manufacturing

**#11 - Technological Change**  
**May 1, 1998**  
**J.E. Fleetwood**

When, through technological change, a job or process is changed, requiring new skills, those bargaining unit employees affected will be



trained in the new skills, where practicable.

If a new job requiring unique skills arises, the Company will meet with the Union Plant Committee within thirty (30) days to review these special requirements and the method of filling the position.

S. R. Dearden  
Human Resources Manager  
Manufacturing

**#12 - Job Sharing**  
**April 21, 1998**  
**J.E. Fleetwood**

During the term of this Agreement, the Company will meet with the Union to discuss the **set-up** and implementation of potential job-sharing arrangements between employees.

In general, job sharing opportunities will be limited to week-day jobs, will involve one week or less of continuous time off the job, and will be cost neutral to the Company.

S.R. Dearden  
Human Resources Manager  
Manufacturing

**#13 - Weekly Disability **Income** Advances**  
**May 1, 1998**  
**J.E. Fleetwood**

This will confirm the Company's intent as discussed at contract negotiations to provide advances in the case of delays of three weeks or more to employees who have filed for Workers' Compensation benefits. Such advances would be limited to the amount that employees would receive under the Weekly Disability Income Plan.

Employees would be required to sign a personal note for the amounts advanced and to authorize recovery by payroll deduction or directly from the Workers' Compensation Board.

S. R. Dearden  
Human Resources Manager  
Manufacturing

**#14 • Personnel Carrier**

**May 1, 1998**

**J.E. Fleetwood**

The Union agrees when non bargaining unit employees use the equipment known as the "personnel carrier" for counting inventory, such work is not work normally performed by the bargaining unit.

However, the Company agrees that if the "personnel carrier" is to be used to move goods or material or is used by a bargaining unit employee to perform bargaining unit work, at such times this "personnel carrier" will be operated by a bargaining unit employee.

S. R. Dearden  
Human Resources Manager  
Manufacturing

**#15 -Alternate Committeeperson- Leave of Absence**

**April 8, 1998**

**J.E. Fleetwood**

During the term of this Agreement, the Company agrees that Alternate Committeepersons will be granted leaves of absence under the following conditions:

1. There must be five days' written notice requesting the leave.

2. Such leaves will be granted only during negotiations for a renewal of the Collective Agreement.
3. The total number of employees on the Union leave of absence must not **exceed six** at any one time.

Employees will be paid by the Company and the money will be recovered from the Union.

S.R. Dearden  
Human Resources Manager  
Manufacturing

**#16 • Plant Committee- Temporary Leave of Absence**  
**April 2, 1998**  
**J.E. Fleetwood**

During the term of this Agreement, the Company agrees that members of the Union Plant Committee will be granted a temporary leave of absence with written notice three working days in advance whenever possible.

Employees will be paid by the Company and the money will be recovered from the Union.

S.R. Dearden  
Human Resources Manager  
Manufacturing

**#17 - Committeeperson Job Classification**  
**May 1, 1998**  
**J.E. Fleetwood**

Time spent in the plant, in this office, shall be considered as time worked, as outlined in 4.18(a).

If a job becomes vacant through the transfer of a Committeeperson, that job will be posted as “Temporary to replace Committeeperson”.

When the person ceases to be a Committeeperson, the employee will return to the job held prior to election or any subsequent awarded job provided the job still exists.

S. R. Dearden  
Human Resources Manager  
Manufacturing

**#18 - Waste Handling**

**May 1, 1998**

**J.E. Fleetwood**

Bargaining unit employees will move all waste and scrap to the shipping docks.

S. R. Dearden  
Human Resources Manager  
Manufacturing

**#19 - Floating Holiday Notice**

**May 1, 1998**

**J.E. Fleetwood**

**This** is to confirm that our agreement **at** negotiations was that we would require 5 days notice in the event an employee wishes to take **a** floating holiday.

S. R. Dearden  
Human Resources Manager  
Manufacturing

**#20 - Stock Room Attendant****May 1, 1998****J.E. Fleetwood**

When a vacancy occurs for a Maintenance Stock Room Attendant, it will be filled by a physically handicapped tradesperson or failing that, by the senior skilled trades applicant by internal posting. Any skilled tradesperson holding this job will be paid in Group I.

S. R. Dearden

Human Resources Manager

Manufacturing

**#21 - Manufacturing Non-Coating Rolls****May 1, 1998****J.E. Fleetwood**

During the term of this Agreement, 3M machine repair employees will manufacture and repair all non-coating rolls, where we have the equipment in-house to manufacture same. Excluded are new equipment purchases and spares ordered on the original purchase order.

S. R. Dearden

Human Resources Manager

Manufacturing

**#22 - Apprenticeship Production Seniority****May 1, 1998****J.E. Fleetwood**

When a production employee is accepted into an apprenticeship, the employee will continue to accumulate seniority in production. If the employee graduates, and continues as a Journey person, then they will lose the production seniority gained during the apprenticeship and gain that seniority in the skilled trades classification.

S. R. Dearden  
Human Resources Manager  
Manufacturing

**#23 - Employment Equity**  
**May 1, 1998**  
**J.E. Fleetwood**

During current negotiations the parties reaffirmed the policy of the Company and the C.A.W. as outlined in Article 9.07 of the Collective Agreement, that the provisions of the Agreement be applied to all employees covered by the Agreement without regard to race, ancestry, colour, creed, place of origin, sex, ethnic origin, citizenship, sexual orientation, age, marital status, or handicap.

Additionally the Company reaffirmed its policy of non-discrimination in employment, to extend opportunities to all qualified applicants and employees on a non-discriminatory basis for employment and advancement within the Company.

While recognizing that it is the right of Management to hire, assign, and promote qualified candidates subject to the terms and conditions of the Collective Agreement, the parties agree to undertake certain joint activities to further implement these non-discriminatory policies following ratification of this Agreement.

Accordingly, an Employment Equity Committee will be established consisting of no more than two Union representatives, one of whom will be a female, to be selected by the C.A.W. Head Office, from within the existing representation structure.

Where there are no female Union representatives the C.A.W. Head Office shall appoint a female representative temporarily to the Employment Equity Committee until a woman is elected to an existing Union position. A comparable number of Management representatives will be appointed.

This Employment Equity Committee will have the task of assessing and monitoring the policy of equal opportunity for all, and to develop plans to address the mutual goal of encouraging interested parties to seek employment and advancement with 3M Canada. Special attention **will** be devoted to females, visible minorities, aboriginals, and disabled persons.

S. R. Dearden  
Human Resources Manager  
Manufacturing

#### **#24 - Seniority List for New Employees**

**May 1, 1998**

**J.E. Fleetwood**

The seniority standing **for** new employees hired on the same date will be determined at random on their first day of employment. Upon the successful completion of the 45 day probation, as outlined in 4.04 of the Collective Agreement, the employees' names will be placed on the seniority list in the position previously determined on the hire date.

S. R. Dearden  
Human Resources Manager  
Manufacturing

#### **#25 - Temporary Posting - Area Trainer**

**May 1, 1998**

**J.E. Fleetwood**

Whenever a vacancy occurs from an Area Trainer assignment the position will be subject to a temporary posting. It is the intention of the Company where necessary to post the employee's original job temporary as required until the Area Trainer returns to their former position.

The purpose of this posting is to support the Area Trainer program.

S. R. Dearden  
Human Resources Manager  
Manufacturing

**#26 - Sniff Testing**  
**April 15, 1998**  
**J.E. Fleetwood**

When seeking volunteers for the sniff testing group, skilled trades employees will be asked first.

S.R. Dearden  
Human Resources Manager  
Manufacturing

**#27 - Smoking Areas**  
**April 21, 1998**  
**J.E. Fleetwood**

During the term of the current Collective Agreement, the Company has no plans to make any changes to the designated smoking areas.

Any requirements to change the location of these designated areas, or any changes in legislation affecting these areas, will be reviewed with the Union Committee for their input prior to implementation.

S.R. Dearden  
Human Resources Manager  
Manufacturing

**#28 - Job Posting for New Employees**  
**April 27, 1998**  
**J.E. Fleetwood**



Article 4.18(a) explains that new employees must wait until they have attained 12 months seniority before they may **sign** job postings. Exceptions to this may be made for medical reasons provided there is a suitable open posting in the plant. These opportunities will be evaluated prior to exercising Article 4.18(f).

S.R. Dearden  
Human Resources Manager  
Manufacturing

# 3M Benefit Plans

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# Weekly Disability Income

If you are disabled and unable to work temporarily, due to sickness or an off-the-job accident, the Weekly Disability Plan will provide an income for as long as 26 weeks for any one disability.

You may be required to provide proof that you are ill or injured and have been under the care of a physician legally licensed to practice medicine, before benefits are payable.

Should your disability period be five working days or less, you are not normally required to have your Physician complete the applicable section on the claim form. However to establish your claim, you must complete the Employee section of the form and provide it to the Benefits Department. For longer periods, the usual Physician's statement is required.

- WHEN COVERAGE STARTS

Your insurance becomes effective the first day that you are actively at work after working forty-five days.

- WEEKLY BENEFIT BASED ON JOB CLASSIFICATION

<u>Effective Date</u>	<u>Group</u>	<u>Weekly Benefit</u>
May 4, 1998	Production	\$645.00
	Skilled	\$755.00
May 1, 1999	Production	\$655.00
	Skilled	\$770.00
May 1, 2000	Production	\$665.00
	Skilled	\$785.00

- WHEN BENEFITS START

The wait period will be your first regular scheduled shift that you miss. Benefits will then be payable for every regular scheduled shift missed. Should you work more than 3 hours of a regular scheduled shift and then are absent because of illness or *injury*, the wait period would then be the next regular shift missed.

Should you not see a doctor within seven days of the first day of your disability, benefits will only be considered from the first day that you are seen by a doctor.

Once your claim begins, you will receive 1/5th of your weekly benefit for each normal scheduled shift that you are absent and when applicable: qualify by medical evidence.

- **WHEN BENEFITS CHANGE**

Your benefit will be determined in May each year according to your job group. If you are absent from work on the day a benefit changes, the change will become effective on the first day you return to work on a full time basis. Your benefit will not be less than the appropriate level of benefit that would be provided by the Employment Insurance Commission.

- **WHEN BENEFITS STOP**

Benefits will stop for disabilities due to the same or related causes when you use up the maximum under the Plan (26 weeks), when you return to work, or when you retire. Benefit payments may also stop if you engage in any form of gainful employment during your period of disability, unless work performed is approved for rehabilitation purposes.

- **IF YOU ARE LAID OFF**

Coverage will be continued up to the layoff date and would resume on the date you return to work following recall.

- **IF YOU ARE ON AN APPROVED PERSONAL OR MATERNITY LEAVE OF ABSENCE**

Coverage will be continued for a maximum period of 17 weeks. However, no weekly disability income benefits would be payable during this period.

- **IF YOU ARE ON A PARENTAL LEAVE OF ABSENCE**

Coverage will be continued for a maximum period of 18 weeks. However, no weekly disability income benefits would be payable during this period.

- MEDICAL FORMS (PHYSICIAN'S)

The Company will pay charges made by a physician for the completion of Supplementary Medical Forms. Original Forms will be paid for only when they are requested by the Company.

- HOW TO CLAIM

Claims must be submitted on the appropriate form available from your Supervisor or the Benefits Department. Please note the requirements regarding Physicians statements on page 1.

- TAX WITHHOLDING

As income from this Plan is taxable, the insurance company will provide "Earning Statements" each year. At your option, income tax may be withheld from each payment by the carrier. Election Forms are included with the original Claim Form.

- LIMITATIONS

No amount of Disability income will be payable under this Plan if:

1. The Disability is due to intentional self-inflicted injuries or illness;
2. The Disability is due to bodily injury resulting directly or indirectly from insurrection, war, service in the armed forces of any country or participation in a riot;
3. The Disability is due to committing or attempting to commit a criminal offence;
4. The Employee is Disabled due to causes for which the Employee is entitled to indemnity or compensation under any Workers' Compensation Act, or comparable legislative or insurance provision;
5. The Employee is on Parental Leave of Absence according to any parental leave provisions in the relevant Provincial or Federal statutes.

6. The Employee is on Pregnancy Leave of Absence or could be placed on such leave by the Employer according to any pregnancy leave provisions in the relevant Provincial or Federal statutes.

An Employee who becomes Disabled due to any cause prior to such leave of absence is eligible for benefits. However, when such Disability extends into the leave of absence, benefits are suspended for the duration of the pregnancy leave.

An Employee who is unable because of Disability to return to work as scheduled after a Pregnancy Leave of Absence, whether such Disability arose prior to or during the leave of absence, will become eligible for commencement or continuation of benefit payments on the intended date of return to work, provided the Employee is otherwise eligible for benefits.

7. The Employee is entitled to Employment Insurance pregnancy or parental benefits;
8. The Employee is on vacation or bereavement and receiving full pay from the Employer.

## **Long Term Disability Income (L.T.D.)**

If you become disabled because of sickness or injury and can no longer work, the L.T.D. Income Plan guarantees you a continuing monthly income for an extended period of time.

The Weekly Disability Income Plan will protect you against the loss of your income for a period of up to 26 weeks. L.T.D. payments begin when Weekly Disability Income ceases. The plan protects you against those disabilities that could last for years.

- **WHEN COVERAGE STARTS**

Your insurance becomes effective the first day that you are actively at work after working forty-five days.

- **AMOUNT OF MONTHLY INCOME**

The L.T.D. Plan guarantees you 50% of your rate of basic earnings in effect on the last day that you were actively at work, up to a maximum monthly income payment of \$2,330.00

(\$2,380 May 1, 1999 and \$2,420 May 1, 2000). For any specific claim the applicable maximum under the Plan will be that in effect on the last day that you were actively at work.

The L.T.D. Plan will pay all of this 50% guarantee, if you are not eligible for “other income benefits”.

If you are eligible for “other income benefits”, the L.T.D. Plan will add to the total of your other income benefits enough to make up this 50% guarantee.

For the purposes of this Plan, “other income benefits” means any wages, salary or any other remuneration you may receive from 3M or from any other Employer or payments under any Plan sponsored by 3M, while you are eligible for income payments from the L.T.D. Plan. Also included as “other income benefits” are any disability benefits paid under the Canada Pension Plan and Workers’ Compensation Act.

The Plan does not count as “other income benefits” any disability income benefits payable under individual policies of Life or Accident & Health Insurance that you have purchased for yourself, independently of any employer or of any other organization to which you belong. Two examples will show how the plan works. In both cases, it is assumed that the disabled employee’s rate of basic earnings is \$4,000 per month at the time the disability begins.

- A Smith is **not** eligible for any “other income benefits”. Therefore, the Plan will pay the full 50% -that is 50% of \$4,000 or a monthly income of \$2,000.
- B Jones **is** eligible for “other income benefits”, specifically, a disability income of \$895. per month from the Canada Pension Plan. Therefore, the Plan will pay a benefit sufficient to make up the 50% guarantee.

Canada Pension Plan benefits	\$ 895.
The L.T.D. Plan	<u>1,105.</u>
Guaranteed Monthly Income	\$ 2,000.

- WHEN BENEFITS START

During the first 26 weeks of disability, you will be eligible for Weekly Disability Income or Workers’ Compensation Benefits. After you have been “totally disabled” for 26 weeks, you will be

eligible for “L.T.D. Benefits” payable at the end of each month.

The 26 week qualifying period does not have to be continuous. If you have recurring periods of disability for the same or a related cause, your accumulated “disabled” time for that cause will be considered as the qualifying period.

You will become eligible for the benefits immediately if you again become “totally disabled” by the same cause, within six months after your return to work from a period of disability during which you had received income payments from this Plan.

However, in no event will you receive an income payment if you retire before you complete the qualifying period.

- TAX WITHHOLDING

As income from this Plan is taxable, The Insurance Company will provide “Earning Statements” each year. At your option, income tax may be withheld from each payment by the carrier. Election Forms are included with the original Claim Form.

- HOW LONG BENEFITS CONTINUE

You will continue to be eligible for income benefits from the L.T.D. Plan as long as you remain “totally disabled”. However, all income payments will stop when you recover, die or retire.

- DEFINITION OF TOTAL DISABILITY

During the first twenty-six weeks of L.T.D. coverage, total disability means your inability to perform the duties pertaining to your employment solely because of a disease or injury. Thereafter, you will be considered “totally disabled” if you are unable to work at any “reasonable occupation”, solely because of disease or injury.

To be considered totally disabled, you must be under the care of a legally qualified Physician. The Insurance Company will require evidence that you have applied for all “other income benefits” for which you may be eligible along with a statement of the amounts of these “other income benefits”.



If you actually start working at a “reasonable occupation”, you will no longer be considered totally disabled. However, if you start working under an “approved rehabilitation program”, you will continue to be considered totally disabled and eligible for income benefits.

A “reasonable occupation” means any gainful activity for which you are, or may be capable of performing, because of education, training or experience.

Proof that you continue to be totally disabled will be required at reasonable intervals by the Insurance Company. If you fail to furnish such proof, or if you refuse to be examined by a Physician (designated and paid by the Insurance Company), you will no longer be considered totally disabled.

- REHABILITATION PROGRAM

Earnings from an “approved rehabilitation program” will be in addition to those received from the Plan until your earnings exceed 20% of the monthly benefits. Thereafter, your benefits will be reduced by only 50% of any rehabilitation earnings in excess of the 20% which has been exempted.

The purpose of this program is to encourage you to return to employment by providing you with greater overall income while disabled.

For example: Smith, whose rate of basic earnings is \$4,000. per month, becomes disabled, and is not eligible for “other income benefits”, recovers sufficiently to return to work on a part-time basis at a salary of \$2,000. per month. The Insurance Company approved Smith’s part-time work as an “approved rehabilitation program”, and thus agrees to continue income benefits.

Smith’s monthly income from the Plan prior to returning to work on a part-time basis has been \$2,000. (that is 50% of \$4,000). The Plan does not count as “other income benefit” the first \$400. (20% of \$2,000.) of Smith’s rehabilitation earnings. Then only 50% of the remaining \$1,600. is counted. Smith’s monthly income from the Plan will be reduced from \$2,000. to \$1,200. but will

total \$3,200. (the sum of \$2,000. part-time earning and \$1,200. from the Plan).

An “approved rehabilitation program” means only a program of vocational rehabilitation (formal or informal) or a period of part-time work for the purpose of rehabilitation, either of which must be approved by the Insurance Company in writing.

- MEDICAL FORMS (PHYSICIAN'S)

The Company will pay charges made by a physician for the completion of Supplementary Medical Forms. Original Forms will be paid for only when they are requested by the Company.

- LIMITATIONS

No benefit will be paid:

1. for any period of total disability during which an insured person is not under treatment by a licensed physician;
2. for any total disability resulting directly or indirectly from any one of the following:
  - (a) self-inflicted injuries while sane or insane;
  - (b) riot, civil commotion, insurrection, war or hostilities of any kind or any incident thereto;
3. if an insured person is engaged in any occupation for compensation or profit, other than a rehabilitation program;
4. after an insured person refuses to participate and co-operate in a rehabilitation program;
5. for any disability which commences within the first 12 months that a person is insured if the disability is related to a condition for which the person, within 3 months prior to becoming insured, was treated or tested, took medication, or attended or consulted a physician.

- IF YOU ARE LAID OFF

Coverage will be continued up to the layoff date and would resume on the date you return to work following recall.

- IF YOU ARE ON AN APPROVED PERSONAL OR MATERNITY LEAVE OF ABSENCE

Coverage will be continued for a maximum period of 17 weeks. However, no L.T.D. benefits would be payable during this period.

- IF YOU ARE ON AN APPROVED PARENTAL LEAVE OF ABSENCE

Coverage will be continued for a maximum period of 18 weeks. However, no L.T.D. benefits would be payable during this period.

- HOW TO CLAIM

You will be given the appropriate forms for submitting proof of your disability. The Insurance Company requires you to submit written proof of your claim no later than three months after the end of the qualifying period. It is to your advantage to submit the claim promptly.

While you remain totally disabled and eligible for benefits, the Insurance Company has the right to have you examined by a Physician (designated and paid by the Insurance Company) when and as often as it may reasonably require.

# Life Insurance

Your basic company paid and any elected optional employee paid life insurance under the Plan is payable to your beneficiary if you should die from any cause. You may designate that your insurance be paid to your elected beneficiary in a lump sum or equal instalments, or a combination of both.

## BASIC (COMPANY PAID)

- WHEN COVERAGE STARTS

Your insurance becomes effective on the first day that you are actively at work after working 45 days.

- BENEFITS BASED ON JOB CLASSIFICATION

<u>Effective Date</u>	<u>Group</u>	<u>Life Insurance</u>
May 4, 1998	Production	\$50,000
	Skilled	\$52,000
May 1, 1999	Production	\$51,000
	Skilled	\$53,000
May 1, 2000	Production	\$52,000
	Skilled	\$54,000

- WHEN BENEFITS CHANGE

Your job classification each effective date will determine your benefit for the next 12 months. If you are not actively at work on the date of change, new benefits will go into effect on the day that you return to work on a full time basis.

- DEPENDENT COVERAGE

The Plan provides for payment of \$5,000. to you, as beneficiary, if any of your eligible dependents should die from any cause.

- DEPENDENTS COVERED

Your spouse, (the person who has been cohabiting with you for a continuous period of at least one year and who has been

publicly represented by you as your spouse), and dependent children up to age 21; up to age 25 if a full time student; regardless of age if physically or mentally challenged, providing the handicap occurred prior to or while covered under the Plan. You must advise the Benefits department of any change in your dependent status, in order to ensure coverage.

- IF YOU ARE LAID OFF

Coverage will be continued to the end of the month following the month in which layoff occurs.

For layoffs “out of seniority”, coverage will be continued until the end of the second month following the month in which layoff occurs.

Should you desire to continue coverage while laid off, you will be able to do so for up to two months at your cost and option.

- IF YOU ARE ON AN APPROVED PERSONAL OR MATERNITY LEAVE OF ABSENCE

Coverage will be continued for a maximum period of 17 weeks.

- IF YOU ARE ON APPROVED PARENTAL LEAVE OF ABSENCE

Coverage will be continued for a maximum period of 18 weeks.

- IF YOU ARE DISABLED

Coverage will be continued for you and your eligible dependents during periods that you are in receipt of benefits from 3M Weekly Disability/Long Term Disability Income Plans or from Workers’ Compensation.

- IF YOU LEAVE THE COMPANY

If you leave 3M for any reason except total disability, you may **convert** your life insurance to an individual policy within 31 days after leaving, **without taking a medical examination.** You may take any life insurance policy - except one with special benefits - regularly issued by the Insurance Company. Your premium will be the Insurance Company’s rate at the time you make the conversion.

- WHEN YOU RETIRE

If you retire under the 3M Retirement Plan, the Company will continue \$5,000 of life insurance for you - and you will make no contributions.

You have the right to **convert** (as explained above) the balance of your insurance that is not continued during retirement.

At your option, up to \$2,000 of this \$5,000 of life insurance may be used for incurred medical expenses.

- OPTIONAL EMPLOYEE LIFE INSURANCE  
(EMPLOYEE PAID)

At your option, you may add to your Basic Company paid Life Insurance by electing to purchase additional coverage for yourself.

Coverage is available in units of \$10,000 to a maximum of \$100,000. The corresponding premiums are based on your age, sex, and whether or not you are a smoker or a non smoker. The premiums are subject to review on an annual basis and they will normally increase every 5 years (ie: 30, 35, 40, 45 etc.). The premiums are deducted from your pay cheques.

- OPTIONAL SPOUSAL LIFE INSURANCE  
(EMPLOYEE PAID)

Effective May 01, 1999, at your option, you may elect to purchase additional coverage for your spouse.

Coverage is available in units of \$10,000 to a maximum of \$100,000. The corresponding premiums are based on your partners age, sex, and whether or not they are a smoker or a non smoker. The premiums are subject to review on an annual basis and they will normally increase every 5 years (ie: 30, 35, 40, 45 etc.). The premiums are deducted from your pay cheques.

- ELIGIBILITY

New employees will be given the opportunity to elect coverages following the first day that they are actively at work

after working 45 days. Applications, costs etc will be provided at that time.

Subsequent to your original enrollment opportunity, you will be eligible to enroll or increase your coverages once a year, during the months of March and April, with your selected coverages effective May 1st.

Employees may decrease or terminate their coverages at anytime, by completing the appropriate form which is available in the Benefits Department. Applicable premiums and coverage would be continued until the end of that month.

- STATEMENT OF HEALTH FORM

If you elect optional coverage on your life or that of your spouse, you must complete a Statement of Health Form and you may be required to provide additional evidence of good health before requested or increased amounts of coverage may be considered.

- GENERAL

The Layoff, Leave of Absence, Disability and Termination provisions described under the Basic Life Insurance section above will also apply to Optional Life Insurance, provided you continue to furnish 3M and/or the Insurance Company with the required premiums (unless you qualify to have the premiums waived).

# Accidental Death and Dismemberment

The Plan provides benefits, if you are in an accident that causes either your death or certain specific injuries within a period of 90 days from the date of the accident. Depending on the extent of your injuries, part or all of the amount shown in the schedule for your pay bracket will be paid to your elected beneficiary or to yourself. For the purpose of this plan, a covered loss must result from bodily injury sustained by external, violent and accidental means.

- WHEN COVERAGE STARTS

Your insurance becomes effective on the first day that you are actively at work after working 45 days.

- BENEFITS BASED ON JOB CLASSIFICATION

<u>Effective Date</u>	<u>Group</u>	<u>A.D. &amp; D.</u>
May 4, 1998	Production	\$50,000
	Skilled	\$52,000
May 1, 1999	Production	\$51,000
	Skilled	\$53,000
May 1, 2000	Production	\$52,000
	Skilled	\$54,000

- WHEN BENEFITS CHANGE

Your job classification each effective date will determine your benefit for the next 12 months. If you are not actively at work on the date of change, the new benefits will go into effect on the day that you return to work on a full time basis.

- CONDITIONS COVERED

If you should die, as a result of an accident, your **beneficiary** will receive the **full** amount of your accidental death and dismemberment insurance in **addition** to your life insurance.

If you should **lose** both **hands**, both **feet**, the sight of both **eyes**, or one **hand** and one **foot**, or one **hand** and the sight



of one **eye**, or any combination of two such members, you will receive the **full** amount of your accidental death and dismemberment insurance.

If you should lose one **hand**, or one **foot**, or the sight of one **eye**, you will receive **one-half** of the amount of your accidental death and dismemberment insurance.

Should there be loss of use of any of the specified body members described in the Plan, wherein complete paralysis thereto is a direct result of an accident, the coverages will prevail provided that the paralysis has lasted beyond 12 months from the date of the accident and is deemed by a physician to be permanent in nature.

- LIMITATIONS

1. With respect to any limb no more than one of the above losses will be payable.
2. The total amount paid for all losses suffered by an insured person as a result of any one accident will not exceed 100% of the amount of accidental death and dismemberment insurance.
3. No amount will be paid for any loss occurring more than 365 days after the date the injury was sustained.
4. No amount will be paid for any loss resulting directly or indirectly from any one of the following:
  - (a) illness or disease;
  - (b) self-destruction or self-inflicted injuries while sane or insane;
  - (c) committing or attempting to commit a criminal offence;
  - (d) riot, civil commotion, insurrection, war or hostilities of any kind or any act so related;
  - (e) the inhalation of gas, voluntarily or otherwise, resulting in death;
  - (f) poisoning or infection, other than infections occurring simultaneously with and in consequence of an accidental cut or wound;
  - (g) injuries of which there is no visible contusion or wound on the exterior of the body, unless either drowning or internal injuries are revealed by autopsy.

- **DEPENDENT COVERAGE**

The Plan provides for payment of \$5,000 to you as beneficiary, if any of your eligible dependents should die within 90 days of an accident, as a result of injuries sustained in that accident.

- **DEPENDENTS COVERED**

Your spouse, (the person who has been cohabiting with you for a continuous period of at least one year and who has been publicly represented by you as your spouse), and dependent children up to age 21; up to age 25 if a full time student; regardless of age if physically or mentally challenged, providing the handicap occurred prior to or while covered under the Plan. You must advise the Benefits department of any change in your dependent status, in order to ensure coverage.

- **IF YOU ARE LAID OFF**

Coverage will be continued to the end of the month following the month in which layoff occurs.

For layoffs "out of seniority", coverage will be continued until the end of the second month following the month in which layoff occurs.

Should you desire to continue coverage while laid off, you will be able to do so for up to two months at your cost option.

- **IF YOU ARE ON AN APPROVED PERSONAL OR MATERNITY LEAVE OF ABSENCE**

Coverage will be continued for a maximum period of 17 weeks.

- **IF YOU ARE ON AN APPROVED PARENTAL LEAVE OF ABSENCE**

Coverage will be continued for a maximum period of 18 weeks.

- **IF YOU ARE DISABLED**

Coverage will be continued for you and your eligible dependents during periods that you are in receipt of benefits from 3M Weekly Disability/Long Term Disability Income plans or from Workers' Compensation.

# Health, Vision and Dental Care

## Ontario Health Insurance Plan

Basic medical coverage is provided by the Ontario Health Insurance Plan for the following:

- accommodation in a standard ward room, including meals and general nursing services
- laboratory, radiological and diagnostic procedures
- use of operating room and anaesthetic facilities
- use of radiotherapy and physiotherapy facilities
- certain "out-patient" services
- physician's services in the home, office, hospital
- diagnosis and treatment of illness and injuries
- one annual health examination
- treatment of fractures and dislocations
- surgery
- x-rays for diagnostic and treatment purposes
- administration of anaesthetics
- obstetrical care, including prenatal and postnatal care
- services of certified specialists
- specified dental surgery performed in hospital
- ambulance services
- eye examinations by refraction by Optometrists

You may contact your local Ontario Health Insurance Plan Office for further details.

## Semi-Private Hospital Supplement

Additional hospital charges (beyond standard ward) for semi-private room accommodation are paid by this plan.

### • WHEN COVERAGE STARTS

Your insurance becomes effective on the first day that you are actively at work after working 45 days.

### • DEPENDENTS COVERED

Your spouse, (the person who has been cohabiting with you for a continuous period of at least one year and who has been publicly represented by you as your spouse), and dependent

children up to age 21; up to age 25 if a full time student; regardless of age if physically or mentally challenged, providing the handicap occurred prior to or while covered under the Plan. You must advise the Benefits department of any change in your dependent status, in order to ensure coverage.

- **HOSPITAL EXPENSES PAID**

If you are hospitalized in a semi-private room, the Plan will pay the difference between standard ward care and semi-private accommodation.

If you use a private room, you will still be eligible for this benefit and the Plan will pay to the hospital the same amount as if you actually used a semi-private room.

- **HOW LONG CHARGES ARE PAID**

Payment of semi-private room charges will continue as long as hospitalization is determined necessary by your medical Doctor.

- **EXPENSES NOT COVERED**

Benefits are not paid for confinement in a hospital for the chronically or mentally ill, a tuberculosis sanatorium, or in a nursing or convalescent home or hospital.

- **IF YOU ARE LAID OFF**

Semi-private coverage will be continued to the end of the month following the month in which layoff occurs.

For layoffs "out of seniority", coverage will be continued until the end of the second month following the month in which layoff occurs.

Should you desire to continue coverage while laid off, you will be able to do so for up to two months at your cost and option.

- **IF YOU ARE ON AN APPROVED PERSONAL OR MATERNITY LEAVE OF ABSENCE**

Coverage will be continued for a maximum period of 17 weeks.

- IF YOU ARE ON AN APPROVED PARENTAL LEAVE OF ABSENCE

Coverage will be continued for a maximum period of 18 weeks.

- IF YOU ARE DISABLED

Coverage will be continued for you and your eligible dependents during periods that you are in receipt of benefits from the 3M Weekly Disability/Long Term Disability Income plans or from Workers' Compensation.

- HOW TO CLAIM

Upon admittance to a hospital, present your Green Shield Certificate. Claims will be on a Standard form provided by the hospital and should be sent directly to Green Shield. Most hospitals will file the claim for you, and payment will be made directly to the hospital.

- CO-ORDINATION OF BENEFITS

In situations where you and your spouse have semi-private coverage, the 3M plan will co-ordinate benefit payments to the extent that the total reimbursed by both plans will not exceed the total of the actual eligible expenses incurred.

Co-ordination can take place when different Employer Plans are involved or when both spouses work at 3M, providing both have elected appropriate coverage under this Plan.

The Plan which covers the "patient" as it's Employee pays first and the Plan which covers the "patient" as a dependent considers the excess. If the "patient" is a dependent child, the Plan of the covered Employee who has the earliest date of birth in a calender year pays first, then the other Plan considers the excess.

# Major Medical Plan

The Major Medical Plan is an important supplement to your Ontario Health Insurance Plan.

- WHEN COVERAGE STARTS

Your insurance becomes effective on the first day that you are actively at work after working 45 days.

- DEPENDENTS COVERED

Your spouse, (the person who has been cohabiting with you for a continuous period of at least one year and who has been publicly represented by you as your spouse), and dependent children up to age 21; up to age 25 if a full time student; regardless of age if physically or mentally challenged, providing the handicap occurred prior to or while covered under the Plan. You must advise the Benefits department of any change in your dependent status, in order to ensure coverage,

- MAJOR MEDICAL EXPENSES PAID

- Chiropractor, podiatrist, chiropodist, osteopath, naturopath, physiotherapist, speech therapist, masseur (\$20.00/visit, maximum 30 visits), psychologists (\$20.00 per half-hour, maximum 30 visits) - maximum visits are per calendar year per covered person (providing OHIP has not paid any portion of the treatment)
- Private duty nursing in the home of the covered person, by a registered graduate nurse (not related to the employee or dependents) on the written recommendation of a physician legally licensed to practice medicine
- Local ambulance not covered by OHIP
- Prosthetic appliances and rental/purchase of durable medical equipment on the written prescription of a physician legally licensed to practice medicine
- Hearing Aids
- Orthopaedic shoes and orthopaedic modifications to regular shoes
- Dental treatment required as a result of accidental injury to natural teeth, provided a treatment plan is submitted within 6 months of the accident

- AMOUNT PAID

The Plan will pay 100% of reasonable and necessary eligible expenses in any one calendar year for each individual covered, after application of the deductible amount of \$20.00 per individual or \$40.00 maximum per family.

- MAXIMUM BENEFIT

\$30,000.00 per covered person's lifetime.

- IF YOU ARE LAID OFF

Coverage will be continued to the end of the month following the month in which layoff occurs.

For layoffs "out of seniority", coverage will be continued until the end of the second month following the month in which layoff occurs.

Should you desire to continue coverage while laid off, you will be able to do so for up to two months at your cost and option.

- IF YOU ARE ON AN APPROVED PERSONAL OR MATERNITY LEAVE OF ABSENCE

Coverage will be continued for a maximum period of 17 weeks.

- IF YOU ARE ON APPROVED PARENTAL LEAVE OF ABSENCE

Coverage will be continued for a maximum period of 18 weeks.

- IF YOU ARE DISABLED

Coverage will be continued for you and your eligible dependents during periods that you are in receipt of benefits from 3M Weekly Disability/Long Term Disability Income plans or from Workers' Compensation.

- HOW TO CLAIM

Official receipts for all eligible expenses being claimed must be submitted to Green Shield along with a completed claim form. *You* may be required to have a special claim form completed for paramedic treatment. Reimbursement will be mailed to your home address directly from Green Shield.

- **CO-ORDINATION OF BENEFITS**

In situations where you and your spouse have major medical coverage, the 3M Plan will co-ordinate benefit payments to the extent that the total reimbursed by both Plans will not exceed the total of the actual eligible expenses incurred.

Co-ordination can take place when different Employer Plans are involved or when both spouses work at 3M, providing both have elected appropriate coverage under this Plan.

The Plan which covers the “patient” as it’s Employee pays first and the Plan which covers the “patient” as a dependent considers the excess. If the “patient” is a dependent child, the Plan of the covered Employee who has the earliest date of birth in a calendar year pays first, then the other Plan considers the excess.

## **Out-of-Country Emergency Travel Plan**

When a medical emergency arises while you and or your dependents are travelling, this Plan will cover healthcare expenses that are in excess of the amounts that are paid by the Ontario Health Insurance Plan. It also provides travel assistance and medical assurance services. This Plan will cover you and your eligible dependents for emergencies that occur within 60 days of your departure date from Ontario.

- **WHEN COVERAGE STARTS**

Your insurance becomes effective on the first day that you are actively at work after working 45 days.

- **DEPENDENTS COVERED**

Your spouse, (the person who has been cohabiting with you for a continuous period of at least one year and who has been publicly represented by you as your spouse), and dependent children up to age 21; up to age 25 if a full time student; regardless of age if physically or mentally challenged, providing the handicap occurred prior to or while covered under the Plan. You must advise the Benefits department of any change in your dependent status, in order to ensure coverage.



- **OUT-OF-PROVINCE EXPENSES PAID**

Reimbursement of eligible expenses listed below will be made if the services are required as a result of an emergency illness or injury which occurs while travelling:

- Hospital services & standard ward accommodation
- Medical/surgical services by a qualified Physician
- Diagnostic laboratory tests & X-rays
- Ambulance (Land/Air)
- Medical appliances
- Prescribed drugs/medicines
- Private duty nurse (Maximum \$3,000 CND)

- **AMOUNT PAID**

The services shown above will be reimbursed based on usual, reasonable and customary charges in the area where they were received, less any amounts paid by O.H.I.P. There is no deductible.

- **TRAVEL ASSISTANCE & MEDICAL ASSURANCE SERVICES**

The following services are available 24 hours a day, 7 days a week through an international medical service organization. Your personalized MEDEX card will be the key to:

- Toll free worldwide telephone network supported by multilingual staff.
- Help in arranging Payments, fund transfers, emergency cash advances, and payment guarantees to the treating healthcare providers.
- Special contact service to help find quality care including another opinion if necessary.
- Special services such as:
  - Vehicle return to residence or rental agency, maximum \$500 CND.
  - Economy necessary airfare home for you
  - Economy airfare and expenses for attendant

- Family member visit via economy airfare if you are hospitalized for more than 7 days.
- Meal and accommodation expenses if you must remain because of illness or injury of a dependent (Max \$125 CND/day-8 days)
- Preparation and return home of deceased covered person (maximum \$3,000 CND).

- MAXIMUM BENEFIT

\$1,000,000.00 per covered person per year

- IF YOU ARE LAID OFF

Coverage will be continued to the end of the month following the month in which layoff occurs.

For layoffs “out of seniority”, coverage will be continued until the end of the second month following the month in which layoff occurs.

Should you desire to continue coverage while laid off, you will be able to do so for up to two months at your cost and option.

- IF YOU ARE ON AN APPROVED PERSONAL OR MATERNITY LEAVE OF ABSENCE

Coverage will be continued for a maximum period of 17 weeks.

- IF YOU ARE ON AN APPROVED PARENTAL LEAVE OF ABSENCE

Coverage will be continued for a maximum period of 18 weeks.

- IF YOU ARE DISABLED

Coverage will be continued for you and your eligible dependents during periods that you are in receipt of benefits from 3M Weekly Disability/Long Term Disability Income Plans or from Workers’ Compensation.

- HOW TO CLAIM

For major health expenses, hospitals and physicians may bill O.H.I.P. and then Green Shield for the cost of your treatment. When the provider will not bill these Plans directly, they may bill

Medical Service Provider, who may pay for the approved services. **You must present your MEDEX card to the provider(s) as evidence of your coverage.**

- **CO-ORDINATION OF BENEFITS**

In situations where you and your spouse have Emergency Travel coverage, the 3M Plan will co-ordinate benefit payments to the extent that the total reimbursed by both Plans will not exceed the total of the actual eligible expenses incurred.

Co-ordination can take place when different Employer Plans are involved or when both spouses work at 3M, providing both have elected appropriate coverage under this Plan.

The Plan which covers the “patient” as it’s Employee pays first and the Plan which covers the “patient” as a dependent considers the excess. If the “patient” is a dependent child, the Plan of the covered Employee who has the earliest date of birth in a calendar year pays first, then the other Plan considers the excess.

## **Drug-Card Plan**

The Plan provides prescription drug coverage combined with the convenience of credit card payment.

- **WHEN COVERAGE STARTS**

Your insurance becomes effective on the first day that you are actively at work after working 45 days.

- **DEPENDENTS COVERED**

Your spouse and unmarried, dependent children up to age 21; up to age 25 if a full time student; regardless of age if physically or mentally challenged, providing the handicap occurred prior to or while covered under the plan. You must advise the Benefits Department of any change in your dependent status, in order to ensure coverage.

- **DRUG-CARD EXPENSES PAID**

Eligible, prescribed drugs and medicines, for treatment of non-occupational medical disorders, when dispensed by a physician or by a licensed pharmacist on the written prescription of a

physician legally licensed to practice medicine,

- AMOUNT PAID

The Plan will pay 100% of reasonable and necessary eligible expenses, after application of the deductible amount of \$5.00 per individual prescription.

- IF YOU ARE LAID OFF

Coverage will be continued to the end of the month following the month in which layoff occurs.

For layoffs “out of seniority”, coverage will be continued until the end of the second month following the month in which layoff occurs.

Should you desire to continue coverage while laid off you will be able to do so for up to two months at your cost and option.

- IF YOU ARE ON AN APPROVED PERSONAL OR MATERNITY LEAVE OF ABSENCE

Coverage will be continued for a maximum period of 17 weeks.

- IF YOU ARE ON APPROVED PARENTAL LEAVE OF ABSENCE

Coverage will continue for a maximum period of 18 weeks.

- IF YOU ARE DISABLED

Coverage will be continued for you and your eligible dependents during periods that you are in receipt of benefits from 3M Weekly Disability/Long Term Disability Income plans or from Workers’ Compensation.

- HOW TO CLAIM

You simply present your Green Shield card, along with a doctor’s prescription at one of the many participating pharmacies, pay the required deductible indicated on the card, and receive the prescribed medication.

Should you require a prescription and not have your card handy or go to a non-participating pharmacy, you may claim reimbursement by obtaining a claim form from the Employee

Benefits Department and the claim form should then be submitted directly to the Plan along with a receipt for the purchase. Reimbursement will be mailed to your home address directly from Green Shield.

- CO-ORDINATION OF BENEFITS

In situations where you and your spouse have drug coverage, the 3M Plan will co-ordinate benefit payments to the extent that the total reimbursed by both Plans will not exceed the total of the actual eligible expenses incurred.

Co-ordination can take place when different Employer Plans are involved or when both spouses work at 3M, providing both have elected appropriate coverage under this Plan.

The Plan which covers the “patient” as it’s Employee pays first and the Plan which covers the “patient” as a dependent considers the excess. If the “patient” is a dependent child, the Plan of the covered Employee who has the earliest date of birth in a calendar year pays first, then the other Plan considers the excess.

# **‘VisionCare Plan**

The Plan provides coverage for vision care expenses incurred by you or your eligible dependents.

- **WHEN COVERAGE STARTS**

Your insurance becomes effective on the first day that you are actively at work after working 45 days.

- **DEPENDENTS COVERED**

Your spouse and unmarried, dependent children up to age 21; up to age 25 if a full time student; regardless of age if physically or mentally challenged, providing the handicap occurred prior to or while covered under the plan. You must advise the Benefits Department of any change in your dependents, in order to ensure coverage.

- **VISION CARE EXPENSES PAID**

Expenses are covered under the Plan for the following optical appliances including repairs, providing these items are necessary for the correction of vision and are prescribed by a physician or optometrist:

- frames, lenses and fitting of prescription glasses including prescription sunglasses and contact lenses.

- **AMOUNT PAID**

The Plan will pay 100% of eligible expenses up to a maximum payment of \$200.00 for each covered individual in any 24 consecutive month period.

- **IF YOU ARE LAID OFF**

Coverage will be continued to the end of the month following the month in which layoff occurs.

For layoffs “out of seniority”, coverage will be continued until the end of the second month following the month in which layoff occurs.

Should you desire to continue coverage while laid off, you will be able to do so for up to two months at your cost and option.

- IF YOU ARE ON AN APPROVED PERSONAL OR MATERNITY LEAVE OF ABSENCE

Coverage will be continued for a maximum period of 17 weeks.

- IF YOU ARE ON APPROVED PARENTAL LEAVE OF ABSENCE

Coverage will continue for a maximum period of 18 weeks.

- IF YOU ARE DISABLED

Coverage will be continued for you and your eligible dependents during periods that you are in receipt of benefits from 3M Weekly Disability/Long Term Disability Income plans or from Workers' Compensation.

- HOW TO CLAIM

Official receipts for all eligible expenses being claimed and a completed claim form should be sent directly to Green Shield. Reimbursement will be mailed to your home address directly from Green Shield.

- CO-ORDINATION OF BENEFITS

In situations where you and your spouse have vision care coverage, the 3M Plan will co-ordinate benefit payments to the extent that the total reimbursed by both Plans will not exceed the total of the actual eligible expenses incurred.

Co-ordination can take place when different Employer Plans are involved or when both spouses work at 3M, providing both have elected appropriate coverage under this Plan.

The Plan which covers the "patient" as it's Employee pays first and the Plan which covers the "patient" as a dependent considers the the excess. If the "patient" is a dependent child, the Plan of the covered Employee who has the earliest date of birth in a calendar year pays first, then the other Plan considers the excess.

# DENTAL PLAN

The Plan provides coverage for basic preventive and major restorative dental expenses.

- WHEN COVERAGE STARTS

Your insurance becomes effective on the first day that you are actively at work after working 45 days.

- DEPENDENTS COVERED

Your spouse and unmarried, dependent children up to age 21; up to age 25 if a full time student; regardless of age if physically or mentally challenged, providing the handicap occurred prior to or while covered under the plan. You must advise the Benefits Department of any change in your dependent status, in order to ensure coverage.

- DENTAL EXPENSES COVERED

## Basic Preventive Treatment

- Routine examinations and checkups (every nine months - Jan. 1999)
- Consultations with the patient or another dentist
- Diagnostic procedures
- X-rays
- Cleaning and scaling
- Fluoride treatment for dependents under age 15
- Fillings
- Sealants
- Extractions
- Oral Surgery
- Space Maintainers
- Endodontics treatment (root canals)
- Periodontal treatment (gum disease)
- Prescribed drugs dispensed by a dentist
- General anaesthesia

## Major Restorative Treatment

- Inlays, onlays, gold fillings
- Crowns, bridges, dentures
- Orthodontic services



- AMOUNT PAID

The Plan will pay 100% of basic preventive expenses and 50% of major restorative expenses for each covered individual, A \$5.00 charge will be applied to every claim.

- CONTRACT YEAR MAXIMUM PAYMENTS

\$1,800 per covered individual for all dental benefits, not including orthodontia. Contract years will be the 12 months following May 1998, May 1999, and May 2000.

- LIFETIME MAXIMUM PAYMENTS

\$2,100 for orthodontic expenses for each covered individual. All other dental expenses will be subject to the above contract year maximum payments.

- DENTAL EXPENSES NOT COVERED

The following are excluded from coverage under the Plan:

- Services not performed by or under the direction and supervision of a licensed dentist
- Charges in excess of the current Ontario Dental Association General Practice Schedule.
- Dental services paid through any other source, such as a Government or any other insurer
- Dental work completed before coverage commences under the Plan
- Dental work done for cosmetic purposes

- PREDETERMINATION

If you are having major dental work, you should have your dentist prepare a description of the planned treatment and related cost. This should be submitted to Green Shield before the work begins, and you will be provided with written confirmation of what the plan will pay and what you will be required to pay.

- IF YOU ARE LAID OFF

Coverage will be continued to the end of the month following the month in which layoff occurs.

For layoffs “out of seniority”, coverage will be continued until the end of the second month following the month in which layoff occurs.

Should you desire to continue coverage while laid off, you will be able to do so for up to two months at your cost and option.

- IF YOU ARE ON AN APPROVED PERSONAL OR MATERNITY LEAVE OF ABSENCE

Coverage will be continued for a maximum period of 17 weeks

- IF YOU ARE ON AN APPROVED PARENTAL LEAVE OF ABSENCE

Coverage will be continued for a maximum period of 18 weeks.

- IF YOU ARE DISABLED

Coverage will be continued for you and your eligible dependents during periods that you are in receipt of benefits from the 3M Weekly Disability/Long Term Disability Income plans or from Workers’ Compensation.

- HOW TO CLAIM

Appropriate claim forms must be completed by your dentist and yourself and sent directly to Green Shield. Reimbursement will be mailed to your home address directly from Green Shield.

- CO-ORDINATION OF BENEFITS

In situations where you and your spouse have dental coverage, the 3M Plan will co-ordinate benefit payments to the extent that the total reimbursed by both Plans will not exceed the total of the actual eligible expenses incurred.

Co-ordination can take place when different Employer Plans are involved or when both spouses work at 3M, providing both have elected appropriate coverage under this Plan.

The Plan which covers the “patient” as it’s Employee pays first and the Plan which covers the “patient” as a dependent considers *the* excess. If the “patient” is a dependent child, the Plan of the covered Employee who has the earliest date of birth in a calendar year pays first, then the other Plan covers the excess.

# Retirement Income Plan

Your 3M Retirement Income Plan goes a long way in helping you achieve the goal of providing an income after retirement that will be adequate for future needs. Your Company pension grows with your years of service and has been designed to work together with increasing Canada Pension and Old Age Security benefits to produce a reasonable income after a full career at 3M.

- WHEN YOU JOIN THE PLAN

As a permanent employee, you automatically become a member of the Retirement Income Plan on the first day of the month in which you complete six months of continuous service.

- RETIREMENT DATES

Your **normal retirement** date is the first day of the month following your 65th birthday.

**Early Retirement** may be taken on the first day of any month, after you reach age 55.

- RETIREMENT INCOME

When you retire, your 3M Basic Pension will be calculated by multiplying your years and completed months of 3M pension service by the applicable benefit from the following table:

<u>Effective Date</u>	<u>Monthly Benefit</u>	
	<u>PRODUCTION</u>	<u>SKILLED</u>
May 08, 1995	\$36.00	\$38.00
May 1, 1996	\$37.50	\$39.50
May 1, 1997	\$39.00	\$41.00
May 1, 1998	\$40.50	\$42.50
May 1, 1999	\$42.00	\$44.00
May 1, 2000	\$43.50	\$45.50

Subsequent to May 08, 1995, you must be actively at work on a full time basis, or after the effective date of a change in order to receive the higher monthly benefit.

The applicable monthly basic benefit will be based on the job

classification (Production/Skilled) that you held for the greatest number of days during the 24 months immediately preceding your last active day at work prior to your retirement.

3M pension service will include an annual service credit for each year in which you work 1,500 or more hours. Your pension service date cannot be greater than your start date.

Included in hours of work are paid vacation and statutory holidays, absences paid under Weekly Disability, Long Term Disability, Workers' Compensation and the statutory *period* of a maternity leave or a parental leave of absence.

If you do not work or attain 1,500 hours in a year, your service credit will be adjusted in proportion to the ratio of your actual hours as compared to 1,500.

- EARLY REDUCED RETIREMENT

If you retire early, your pension would be reduced by 5% for each year (pro rated for part years) that your early retirement date precedes your normal retirement date.

If you retire after 30 years of continuous service and are age 55 or over, your basic pension will be reduced for each year that your retirement date precedes your age 60.

Effective May 1, 1996, If you have 30 or more years service and are age 58 or over, you will have a 5% reduction to your basic pension for each year (5/12ths of 1% for each month) that your early retirement date precedes your age 60. In addition to your reduced basic pension you would also receive a temporary supplement equal to the level in effect on your early retirement date, multiplied by 60 (months) and divided by the number of months from your early retirement date to your normal retirement date (65). The supplement would commence on your early retirement date and would continue to be payable to you until you become 65.

- EARLY UNREDUCED RETIREMENT

If you have 30 or more years service and are age 60 or over, you will receive an unreduced basic pension. In addition to your full basic pension, *you* would receive the temporary supplement amount that is in effect on your early retirement date and which amount would be payable to you until you

become 65.

The temporary supplement amount will be \$972.06 in May 1995, and be increased on July 1, 1995 and each subsequent year up to and including July 1, 2001 by 90% of the percentage increase in the Consumer Price Index in the previous 12 months ending April 30, rounded to the next greater .1%.

- PRE-RETIREMENT SURVIVOR BENEFITS

No spouse at date of death

If you have at least two years pension service and you die before retirement, a lump sum payment equal to the value of your 3M pension benefit earned after January 1, 1987 will be paid to your estate or elected beneficiary.

Spouse at date of death

If you die after two years of pension service and before attainment of age 55 or completion of 20 years of pension service, a lump sum payment equal to the value of your 3M pension benefit earned after January 1, 1987 will be paid to your spouse. The term "spouse" means the person who has been cohabiting with the Employee for a continuous period of at least one year and who has been publicly represented by the Employee as the Employee's spouse.

If you die after reaching age 55 or completing 20 years of service, your spouse will receive 50% of your 3M pension earned up to the date of your death. That monthly benefit would be payable, commencing on the first day of the month following your death, and would continue for your spouse's lifetime.

## RETIREMENT PAYMENT OPTIONS

Your pension can be paid in different ways. It is important to remember that the option you choose cannot be changed after you retire.

The available options only apply to 3M pension benefits, and do not affect the Canada Pension and Old Age Security plans.

Well in advance of your retirement, the Benefits Department will provide you with estimates of your retirement plan income, and

a related election form, showing the monthly benefits payable under each option.

### Normal form of payment

The normal form of payment under the plan is a monthly benefit starting on the date you retire and continuing for your lifetime.

Provision is made for a continuing pension for your surviving spouse.

### Surviving spouse pension

After your death, your eligible surviving spouse will receive a lifetime benefit equal to 60% of your monthly pension. In order to provide this increased benefit for your spouse, your pension would be reduced. You and your spouse may waive this form of payment and you may select one of the following options.

- OPTIONAL FORMS OF PAYMENT

### 60 Monthly Payment Guarantee

Upon your death, if you had not received 60 monthly payments, your designated beneficiary would receive the balance of the guaranteed 60 monthly payments. This would be the normal form of death benefit if you do not have a spouse at date of retirement.

### Contingent Annuitant Option

At least two years before retirement you may give notice to convert the normal form of your retirement income to a reduced pension for yourself with the provision that all or any selected percentage of your reduced pension will be continued for life to any person that you designate as your beneficiary. You and your contingent annuitant must both be alive on your retirement date in order for the option to be effective.

### Level Income Option

If you retire before you are eligible to receive Government Benefits, you may elect to receive an increased monthly pension from 3M, until such time as Government Benefits become available to you, at which time your 3M benefit will be reduced.

The amount of increase and decrease will be determined, so as to provide you with an approximate level income from your retirement date.

- INCREASES TO PENSIONERS

Commencing July 1, 1995, and July 1st yearly thereafter up to and including but not beyond July 1, 2001, all retirees will receive an increase to the basic pension and temporary supplement (if applicable).

The increase will be equal to 90% of the percentage increase in the Consumer Price Index in the previous 12 months ending April 30th or pro-rated for partial years, rounded to the next greater .1%.

The increased pension cannot be greater than the pension that an active employee with same pension service and age would receive if they were to retire with the same form of pension, on the reference date of the increase.

- BENEFITS OF TERMINATION

If you have at least 2 years of service or age 55 and leave 3M, your benefit would be the total amount of the pension earned to your date of termination.

Based on the value of your earned pension benefit, you would have the following options:

- receive a life annuity at age 65 or as early as age 55
- transfer the present value of the earned pension benefit to a "locked in" R.R.S.P.
- purchase an immediate or deferred life annuity
- If under age 55, transfer the present value of the earned pension benefit to another Registered Pension Plan

- OTHER RETIREMENT BENEFITS

Upon retirement, employees are given the opportunity to participate in an optional Health Care Plan designed specifically for our retirees. The Plan offers Semi-Private Hospitalization, Extended Health and Dental Benefits. A booklet outlining these benefits may be obtained from the Employee Benefits Service Department.

# General

This booklet presents a general description of your 3M Benefit Plans in simple, non-technical language. You should read it carefully, show it to your family and keep it handy for ready reference so that you will all be familiar with your 3M personal and family protection.

The Master Contracts and Plan Documents between the insuring Companies, Plan Trustees and 3M CANADA COMPANY under which benefits are provided govern in all such cases, and the Company reserves the right to correct any errors or omissions.

If you have any questions about your benefits, your supervisor or the Benefits Department will be pleased to answer them.

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