

SOURCE	COMPANY		
EFF. DATE	94	04	01
TERM.	96	03	31
No. OF EMPLOYEES	110		
NOMBRE DE EMPLOYES	<i>[Signature]</i>		

# AGREEMENT

Between

**BEACHVILLE LIMITED**  
INGERSOLL, ONTARIO

And

**LOCAL 3264**  
**COMMUNICATIONS, ENERGY**  
**AND PAPERWORKERS UNION**

DATED APRIL 1st, 1994

**MAR 23 1995**

**ENTERED**

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This Agreement made and entered into as of the 22nd day of July, 1994, to be effective as of the 1st day of April, 1994.

BETWEEN

BeachviLime Limited, Ingersoll, Ontario, hereinafter referred to as the "Company".

AND

Local 3264,  
The Communications, Energy and Paperworkers Union,  
hereinafter referred to as the "Union".

WITNESSETH:

## **ARTICLE I PURPOSE OF AGREEMENT**

1.1 The general purpose of this Agreement is to continue mutually satisfactory relations between the Company and the employees, to provide machinery for the prompt disposition of grievances, to maintain satisfactory working conditions, hours and wages for all employees who are subject to the provisions of this Agreement, and to work towards the consistent and efficient operation of the Company's business.

## **ARTICLE II RECOGNITION — EXCLUSIONS**

2.1(a) The Company recognizes the Union as the exclusive bargaining agent for the purpose of collective bargaining in respect to wages, hours of work and working conditions on behalf of all employees on the payroll of the Company at its operations in the Townships of Zorra and Southwest Oxford save and except foremen, persons above the rank of foremen, office staff and non-bargaining unit stores and laboratory staff.

(b) The Union recognizes that there are working staff employees in the Stores and Laboratory Departments in addition to bargaining unit members. However, the Company will not displace or replace bargaining unit members with staff employees in these departments. The Company and the Union agree that, if the incumbent staff Storekeeper permanently leaves the position for any reason, his present bargaining unit function will *not*

continue to be performed by a staff person and that supervisory personnel may continue to supplement bargaining unit stores personnel during peak periods or on off-shifts when a full time bargaining unit ~~job~~ is not justified.

2.2(a) Under normal conditions, employees outside the scope of the bargaining unit to which this Agreement applies, shall not do work which is customarily performed by members of the bargaining unit. This shall not apply to staff employees who are engaged in:

- i) training employees
- ii) experimental work
- iii) work which is required due to emergency conditions beyond the control of the Company.

2.2(b) Outside contractors will not perform bargaining unit work. The Company, however, does reserve the right to use outside contractors:

- i) on jobs that are capital in scope and beyond the availability of bargaining unit personnel
- ii) on jobs that require excess manpower for a short period of time (However, the Company agrees that they shall not use contractors if it is possible to utilize laid off employees.)
- iii) on jobs that involve detailed mechanical or electrical repairs of major importance requiring warranties.
- iv) on jobs of an emergency nature where qualified bargaining unit employees are not available.

## **NO DISCRIMINATION**

2.3 There shall be no discrimination, interference, restraint or coercion by the Company, the Union, or any of their respective agents against any employee because of membership in or legitimate activity on behalf of the Union or because of race, colour, gender or religious creed. The Union further agrees that there shall be no Union activity on Company property at any time unless such activity is specifically permitted elsewhere in this Agreement or the Company grants permission therefore in writing.

2.4 The Company will provide enough copies of the Collective Agreement to the Union for the distribution to its members and will also supply enough copies for the distribution to new members.

2.5 The Company agrees to provide up to a maximum of one (1) hour for the presentation of the Union's New Member Orientation Program during the Plant **New** Employee Indoctrination.

2.6 The word "employee" or "employees" wherever hereinafter used in this Agreement shall mean any and all the employees as the case may be in the bargaining unit as defined in Section 2.1 above, unless the context otherwise provides.

### **ARTICLE III**

#### **FUNCTION OF MANAGEMENT**

3.1 The Union recognizes the right of the Company to hire, promote and demote, transfer, suspend or otherwise discipline and discharge any employees, subject to the right of the employee concerned to lodge a grievance in the manner and to the extent herein provided.

3.2 The Union further recognizes the right of the Company to operate and manage its business in all respects in accordance with its commitments and responsibilities. In addition, the location of the plants, the products to be manufactured, the schedules of production and hours of work, the methods, processes, the means of manufacturing and operating are solely the responsibility of the Company. The Company also has the right to make and alter from time to time rules and regulations to be observed by the employees, which rules and regulations shall not be inconsistent with the provisions of this Agreement.

It is agreed that the enumeration of the above functions shall not exclude customary management functions not herein enumerated.

3.3 The Company agrees that these functions are subject to the terms of this Agreement and will be exercised in a manner consistent with the provisions of this Agreement.

### **ARTICLE IV**

#### **UNION SECURITY**

##### **MAINTENANCE OF MEMBERSHIP**

4.1 All employees of the Company covered by this Agreement as set out in Article 2.1(a) shall as a condition of employment, become and remain a member in good standing of the Union for the duration of this Agreement.

##### **CHECK-OFF OF UNION DUES**

4.2 The Company will deduct from all wages due each employee such bi-monthly Union membership dues as are levied on all members of the Union. Each such deduction shall be for the then two week period and

shall be in the amount from time **to** time **fixed** in accordance with the Constitution and By-Laws of the Union and certified to the Company by the Secretary of the Local Union **as** being **so** fixed. The Company will **also** deduct, once only, and together with the first deduction of Union dues, the amount **of** the Union Initiation fee, **if** any, payable by any such employee, and as certified by the Secretary Treasurer of the Local Union.

**4.3** The Company shall remit the aggregate amount of such deduction made in any month **on** or before the last day of such month to the Secretary Treasurer **of** the Local Union whose receipt therefore shall constitute full and complete discharge of the Company for the amount so deducted and remitted. Each such remittance shall be accompanied by a list **of** the names of the employees from whose pay such deductions were made along **with** the amount deducted for that month **and** the accumulated total to that date. The Company will provide on each individual employee's T-4 slip, **the** total amount **of** Union dues deductions for the calendar year.

**4.4** If the wages due any employee in any week are insufficient to permit the deduction of the full amount of the Union dues for such week after providing for any and all other deductions required by law or authorized by the employee in writing, no Union dues shall be deducted during such week. The employee is responsible to pay **full** dues for the month in any month in which the employee works five (**5**) days (vacation shall be considered as days worked for the purpose **of** dues deduction), however an employee working less than five (5) days in any month shall not be required to pay dues for that month.

## **ARTICLE V**

### **HOURS OF WORK AND OVERTIME**

**5.1** This Article **is** intended to define the normal hours of work and shall not be construed either **as** a guarantee of hours of work per day or per week or as a restriction on the scheduling of a longer or shorter work week whenever necessary to meet business requirements. The parties to this Agreement jointly recognize that it **is** undesirable for an employee to work in excess of sixteen continuous hours. Both parties agree to work toward that goal, but both **also** realize that in certain extreme circumstances the sixteen hour maximum situation may not be attainable.

## **DEFINITIONS**

### **WORK DAY AND WORK WEEK FOR PAY COMPUTATION**

5.2 For the purpose of computing pay under the provisions of this Agreement:

a) The standard work day shall be the twenty-four (24) hour period from 11:00 o'clock p.m. to the following 11:00 o'clock p.m. For twelve hour shift workers, the standard work day shall be the twenty-four (24) hour period from 7:00 o'clock p.m. to the following 7:00 p.m.

b) The standard work week shall be the calendar week, i.e. seven (7) standard work days, as hereinabove defined, Sunday to Saturday inclusive and commencing at 11:00 p.m. Saturday (7:00 p.m. Saturday in the case of twelve hour shift workers).

### **DAY WORKER**

5.3 A day worker is an employee who is assigned to a job which is scheduled for eight (8) hours (with a twenty minute paid lunch period between the hours 11:30 a.m. and 1:00 p.m.) between 7:00 a.m. and 4:30 p.m., Monday through Friday.

### **SHIFT WORKER**

5.4 A shift worker is an employee who is assigned to a job which is scheduled in any of the following categories:

- a) A job on regularly rotating shifts (day, afternoon and night).
- b) A job regularly rotating between any two (2) shifts (day and afternoon).
- c) A job on either the afternoon or night shift.
- d) A job on days which is scheduled for any five (5) days in the calendar week including Saturday and/or Sunday.
- e) A maintenance job on days which is scheduled for any five (5) days in the calendar week including Saturday and/or Sunday on a schedule which includes consecutive days off.

### **DAY WORKER — HOURS OF WORK**

5.5 The normal hours of work for day workers shall be eight (8) hours per day, forty (40) hours per week qualified by Paragraph 5.1 consisting of five (5) consecutive normal work days, Monday through Friday.



5.6 Day workers are eligible for shift premiums for hours worked outside of their normal scheduled day hours of work.

### **SHIFT WORKERS — HOURS OF WORK**

5.7 The normal work day for shift workers shall be eight (8) consecutive hours which shall include a thirty (30) minute lunch period on Company time, to be taken so that a minimum of interference to production requirements will result but to be scheduled within a one and one-half (**1%**) hour period at the middle of the shift. The normal work day for twelve hour shift workers shall be twelve (**12**) consecutive hours which shall include a thirty (30) minute lunch period on Company time, to be taken ~~so~~ that a minimum of interference to production requirements will result but to be scheduled within a one and one-half ( $1\frac{1}{2}$ ) hour period approximately five (5) hours into the shift and a fifteen (15) minute lunch period on Company time, to be taken ~~so~~ that a minimum of interference to production requirements will result but to be scheduled sometime after eight (8) hours into the shift.

The regular eight (8) hour shifts shall be as follows:

Shift 1 (Night Shift) — 11:00 p.m. to 7:00 a.m.

Shift 2 (Day Shift) — 7:00 a.m. to 3:00 p.m.

Shift 3 (Afternoon Shift) — 3:00 p.m. to 11:00 p.m.

The regular twelve (**12**) hour shifts shall be as follows:

Back Shift — 7:00 p.m. to 7:00 a.m.

Day Shift — 7:00 a.m. to 7:00 p.m.

The above times may be changed by mutual agreement of both parties.

Employees working on a shift operation, Monday to Friday, may work a modified schedule (e.g. ten (**10**) hours per day Monday to Thursday or Tuesday to Friday) providing the schedule is approved by the Company and a majority of the employees affected.

Further, the Company shall incur no penalty whatsoever for the schedule.

5.8 The normal work week for shift workers assigned to operations or work being carried out on a basis of less than seven (7) days per week shall be forty (**40**) hours consisting of five (5) consecutive **eight (8)** hour shifts, qualified by Paragraph 5.1. Such operations or work being carried out on a basis of less than seven

(7) days shall normally be scheduled from Monday to Friday. The work of the night shift on schedules of less than seven (7) days shall commence with shift 1 at 11:00 p.m. of the Sunday and ending at 7:00 a.m. on the Friday when the department is operating a five (5) day schedule.

During the term of this agreement, in order to gain a better understanding of the benefits of a preventative maintenance program, and to get major maintenance repairs completed while still preserving maximum productivity, the Company agrees to limitations on its right to schedule five day operations on the following basis: any five day operation may be scheduled on an other than Monday to Friday basis to maximum of nine (9) occasions per calendar year per department, affecting each shift no more than four (4) times per calendar year.

5.9 Qualified by Paragraph 5.1, the normal work week for shift workers assigned to operations or work being carried out on a seven (7) days per week, twenty-four (24) hours per day basis, will be accomplished by the scheduling of:

- a) Three (3) forty (40) hour weeks and one (1) forty-eight (48) hour week in each four (4) week cycle.
- b) Six (6) forty (40) hour weeks and two (2) forty-eight (48) hour weeks in each eight (8) week cycle.
- c) Four (4) forty (40) hour weeks in each four (4) week cycle.
- d) The Twelve (12) Hour Shift Schedule of two (2) thirty-six (36) hour weeks and two (2) forty-eight (48) hour weeks in each four (4) week cycle.

It is understood that the twelve hour shift wording in this agreement covers only groups of employees who are working schedules in the same pattern as the Twelve Hour Shift Schedule. The parties may implement a schedule which is not identical to the existing schedule, however, such schedule will be similar in pattern to it. The Company or the Union may, upon giving thirty (30) days written notice, terminate the application of the schedule in which case, the parties agree that a schedule that complies with the provisions of the basic agreement or a schedule that is agreed to by the parties, will be implemented. The implementation or termination of the schedule shall not result in the payment of overtime hours or any other premiums which would otherwise be applicable.

## **OVERTIME PAYMENT**

5.10 Overtime will be paid for all time worked by employees outside of their regular scheduled hours of work, except when such time is worked because the employee, with the consent of the foreman in charge, exchanges shifts with another employee for personal convenience. Payments will be made at the double time rate for all overtime.

5.11 Employees working shift schedules as provided for in Article 5.9 shall receive the double time rate for the normal hours worked on the sixth day of the normal scheduled work week providing they have worked or were legitimately absent for the balance of the scheduled work week. Employees working the twelve hour shift schedule as provided for in Article 5.9 shall receive the double time rate for the normal hours worked on the last scheduled eight (8) hour period in the scheduled forty-eight (48) hour work week (which occurs once in every four (4) week cycle) providing they have worked or were legitimately absent for the balance of the scheduled work week. Such employees shall receive standard overtime premiums for all time worked outside of their regular scheduled hours of work.

## **DISTRIBUTION OF OVERTIME**

5.12 The Company and the Union jointly recognize both the desirability of keeping overtime to a minimum and the fact that all employees should work their fair share of overtime that is required. All overtime is voluntary except the sixth shift as provided in Section 5.9 and employees of regular continuous operating jobs must remain on the job until relieved or a substitute provided.

Subject to the above, employees may apply to waive their availability for overtime. Each overtime waiver will be for a specific six (6) month period (January 1 through June 30 OR July 1 through December 31). At the end of the waiver period, the employees will automatically be considered available for overtime unless they submit another overtime waiver. If the waiver period is January 1 through June 30 and they become available for overtime again on July 1, their overtime standing will reflect the average of those in the department who have their relative qualifications.

## OVERTIME ROSTERS

**5.13** The Company will maintain the following overtime rosters and post same for information purposes for the employees:

Quarry Department  
Pulverizer Department  
Lime Kiln Department  
Hydrator/East Plant Department  
Maintenance Department  
Environmental Department  
Garage Personnel  
Stores Department  
Laboratory Department  
Production Helpers

- a) All overtime worked will ~~be~~ recorded on the overtime roster based on the hours worked for ~~the~~ assignment.
- b) All overtime refused will be recorded on the overtime roster based on one **(1)** times the hours worked for the assignment.
- c) Any personnel working under Article 5.9 shall not count their sixth day in any week as overtime for the purposes of overtime roster records.
- d) Any personnel required to work on a holiday ~~as~~ part of their regular work schedule shall not count hours worked on said holiday ~~as~~ overtime for purposes of overtime roster records.
- e) Any personnel working under Article 5.9 and requested to work overtime on their "long weekend" or "Saturday/Sunday weekend", shall not have overtime refusals during this period marked as ~~refusals~~ for the purposes of the overtime roster.
- f) Overtime rosters will be updated daily except for Saturdays, Sundays, Mondays and holidays.
- g) Employees who are returning from a prolonged approved absence (excluding vacations other than the special ten week vacation) in excess of two (2) weeks will have their roster standing adjusted to the same position, in relation to those in the department commensurate with their qualifications, as existed prior to the absence.
- h) Employees who transfer permanently to another department will assume the average overtime standing of the group, commensurate with their qualifications, on the first day of their transfer.

## **DISTRIBUTION OF OVERTIME**

5.14 Overtime will be distributed as equally as possible amongst qualified employees, who want to work overtime at the time the overtime work is required. Equitable distribution of overtime over the calendar year is the goal. Both parties realize that flexibility is also desirable and that overtime standings may vary because some departments incur more overtime than others and because some employees, by virtue of their qualifications, have access to more overtime than others. At the end of the calendar year any unjustifiable variation in overtime standing may result in a grievance being successful.

1. **Maintenance Work —** Overtime in the Maintenance Department shall be offered initially to maintenance personnel who are qualified in the trade required; if more personnel are required it will be offered first to other qualified employees of the Maintenance Department, then to qualified employees in the department in which the overtime is being performed and then to all other qualified employees.

2. **Production Work —** Production overtime required in any department will be first offered to qualified employees of that department, then to all other qualified employees.

3. **Personnel on Assignment —** Personnel on weekly assignment to other departments will carry their total overtime hours with them to that department and will be deemed employees of that department for overtime purposes from the start of that week as defined in Article 5.2. Personnel assigned on a daily basis will carry their total overtime hours with them to that department and will be deemed employees of that department for overtime purposes; however, once personnel assigned on a daily basis have completed their scheduled shift and clocked out, their overtime eligibility reverts to their normal department. New employees will be credited with the average hours of overtime of employees in the department to which they are assigned on their first working day.

4. As a blanket rule in the allocation of overtime, once a determination has been made as to department and qualifications, the qualified employee (per the Qualified Personnel Listing) with the least amount of overtime on the roster is the first to be asked and the progression is upward from there. Copies of overtime requests will be

sent to the Recording **Secretary of** the Union twice monthly, There are permissible exceptions to the blanket rule to which both the Company and the Union have agreed, as follows:

a) **Absent Employees** — Employees who are off for the following reasons are not eligible for overtime, should not be called and should not have refusals marked against them.

- a) Sickness (Weekly Indemnity or L.T.D.)
- b) W.C.B. cases
- c) Vacation
- d) Leave of absence (excused absence)
- e) Disciplinary suspension
- f) Maintenance apprenticeship schooling (These employees are not available for overtime on weekdays but have access to overtime on weekends and holidays.)

b) **Casual Overtime** — Some overtime instances of relative short duration may be handled by keeping crewing over and not allocation per the overtime roster. (e.g. The **Quarry** and Screenline crews on #3 shift may stay over for a couple of hours to get out extra production or resolve an operating problem.)

c) **Job Completion** — Should an employee be performing a job prior to the regular quitting time and overtime is required to complete such a job, the Company may request such employee to remain for overtime work without regard to that employee's relative status on the roster.

d) **Twelve Hour Shifts** — Employees should not be asked to work overtime if it would result in their working in excess of sixteen (16) consecutive hours or in excess of four (4) consecutive days of twelve (12) hour shifts.

5. If the Company makes an error in overtime distribution to an employee outside of the department, the grieving department employee will be given an opportunity for an in-kind remedy (an opportunity to work the same amount of overtime) in the next thirty (30) days. If the opportunity is not convenient for the employee, then another opportunity will be given during this thirty (30) day period. If the second opportunity is declined, the whole issue comes to an end. Should the Company fail to offer the in-kind remedy, the grieving department employee will be paid an amount equivalent to the number of overtime hours misallocated.

## **EXCHANGE OF SHIFTS**

**5.15** Employees wishing to exchange shifts for reasons of personal convenience shall request approval of their supervisor(s) for such exchange as far in advance thereof as possible. No overtime payment or other penalty shall be incurred by the Company as a result of any such exchange of shifts by employees. The Company will maintain a file of and copy the Union on, all shift exchanges that are not completed within the same pay period and subsequently will copy the Union on the completion of those shift exchanges.

## **OVERTIME LUNCH PERIODS**

**5.16** Employees who work one and one-half (1%) or more hours overtime before their regular starting time or after their regular quitting time shall be paid a lunch allowance of nine dollars (\$9.00) in cash. In the event employees work more than fourteen (14) continuous hours (more than eighteen (18) continuous hours, in the case of a twelve hour shift worker), a second meal allowance shall be paid. Should employees request and be allowed to leave the plant, they shall not be entitled to a meal allowance. Should employees be requested to work their normal daily work period on a Saturday and/or Sunday for any reason, no overtime lunch allowance will be paid unless such employees work one and one-half (1%) or more hours before their scheduled starting time or after their scheduled quitting time on such days.

## **REPORTING PAY**

**5.17** Employees who report for work in accordance with their assigned weekly schedule or scheduled overtime hours shall be given a minimum of four (4) hours work on the day in question or if no work can be provided on the day in question they shall be entitled to payment for the lesser of their scheduled hours or four (4) hours at their assigned rate unless they have been previously notified by the Company not to report to work for the shift in question.

**5.18** It is the responsibility of employees to keep the Company informed of their current address and telephone number, or of a telephone through which contact can be made. The Company will not be liable for any penalty arising from employees' failure to fulfill their obligations.

## **EMERGENCY CALL-INS**

**5.19** An emergency call-in is defined as any work outside of employees' regular scheduled hours of work, which requires them to report to work as soon as possible after being called, and of which they were not notified before last leaving (i.e. clocking out) the Company's premises.

**5.20** Employees who are called in for emergency work shall be paid a minimum of two (2) hours at double time rate for performance of such emergency work. Such minimum allowance shall be paid whether or not an employee's regular work day commences before the expiration of two (2) hours after call-in. If maintenance employees on emergency call-in are required to perform work on a second emergency, unrelated to the first emergency, which occurs while they are at the plant and of which they were not notified at the time of the initial call-in, the first call-in shall be considered over at the time they commence work on the second emergency. They shall then be considered as being on, and paid at the rate of, overtime in accordance with Article 5.10.

**5.21** Employees who are called in for emergency work shall be paid at double time rate. Employees will be paid one (1) overtime meal allowance if they are called in for emergency work, report to work within a two (2) hour period of notification and are required to remain at work for more than three (3) hours.

**5.22** When employees are called in for emergency work, their cards will be punched "in" upon arrival at the plant and the premium rates described herein shall be payable from the time so recorded.

## **CHANGES IN WORKING SCHEDULES**

**5.23** It is recognized that variations in business or other conditions may necessitate changes in normal work periods, starting and quitting times, length of work day or work week, movement of jobs from one schedule to another. The Company will advise the Union of any such change before placing it into effect. A meeting will be held to discuss the matter if requested by either party.

**5.24** Final weekly work schedules shall be posted no later than 2:00 p.m. on the Friday prior to the effective date of the schedule. If employees' schedules are changed subsequent to the above time, they will be given at least forty-eight (48) hours notice; in the event that they do



not receive forty-eight (48) hours notice, they will be paid a premium of four (4) hours at their base rate of pay for the first period of continuous hours worked after such change of schedule. Their entitlement to the premiums listed in Articles 12.10(a) and 12.10(b) will not be affected by this premium.

5.25 Where employees have to work two (2) consecutive regular scheduled shifts, they shall be paid at double time for the second such shift. Employees on a twelve hour shift schedule may not be scheduled to work two (2) consecutive regular scheduled shifts and the Company may modify the application of any manpower scheduling guidelines to ensure it does not occur.

### **FLEXIBLEPUNCHING OF TIME CARDS**

5.26 In any continuous shift operation, where the employees relieve on the job, if incoming employees clock in prior to the start of their shift and indicate that they are willing to take over the responsibility for the operation, the outgoing employees may clock out and leave without waiting to the end of the shift; employees will receive their regular shift wages. The maximum time frame is thirty (30) minutes.

Participation in the program is subject to a request from a majority of the employees of the particular operation and Company approval. Relieving must take place on the job and there can be no **misunderstanding** as to whether or not the incoming employee agreed to take over or not; the scheduled employee is responsible until the end of the shift unless there is agreement.

## **ARTICLE VI**

### **HOLIDAYS**

#### **DAYS OBSERVED AS HOLIDAYS**

6.1 The following days shall be considered holidays:

New Years Day  
Heritage Day (3rd Monday in February or such other day designated by the government if legislated)  
Good Friday  
Victoria Day  
2nd Monday in June  
Dominion Day  
Civic Holiday  
Labour Day  
Thanksgiving Day  
Remembrance Day  
Christmas Day  
Boxing Day

## **DEFINITION OF HOLIDAY PERIOD**

**6.2** For pay computations, a holiday shall be considered as the 24-hour period commencing at 11:00 p.m. of the day preceding the day on which the holiday falls, (7:00 p.m. in the case of a twelve hour shift worker), except where the holiday falls on a Sunday it shall be observed on Monday and where the holiday falls on a Saturday it shall be observed on the preceding Friday, in which case:

- a) For those employees whose normal weekly schedule does not include Saturday or Sunday work, the holiday will be observed on the preceding Friday or the following Monday, as the case may be.
- b) For those employees whose normal weekly schedule may include Saturday or Sunday work, the holiday will be observed on Saturday or Sunday, as the case may be.

## **PAYMENT FOR HOLIDAY WORKED**

**6.3** Employees who work on holidays and who work their normal scheduled days or shifts immediately preceding or succeeding such holidays will be paid at two (2) times their hourly rate for all hours worked on a holiday in addition to the holiday allowance. In no event shall the payment for hours worked on a holiday amount to more than two (2) times the basic hourly rate plus, if applicable, shift premium, the appropriate holiday allowance and the premium listed in Article 12.10(d).

**6.4** Holiday allowance is defined as one (1) regular day's pay to a maximum of eight hours at the normal straight time basic rate and excludes any shift or other premium. An employee who is on a week's assignment to an upgraded job will receive holiday pay at the upgraded rate.

**6.5** Employees who work on holidays, but who do not work and are not absent for an approved reason on their normal scheduled days or shifts immediately preceding and succeeding such holidays, will be paid at two (2) times their normal hourly rate of pay but will not qualify for holiday pay.

**6.6** Employees scheduled to work the holiday as part of their regular work week shall have the following options:

- a) Receiving their holiday pay
- b) Accumulating the hours for one (1) calendar week off with accumulated pay, which must be taken within

twelve (12) months after obtaining sufficient hours and at a time mutually agreeable to the employee and the Company. Employees, who are scheduled on twelve hour shifts and elect to do so, may accumulate the equivalent of four (4) hours pay at their normal straight time basic rate out of their holiday premium to put with their holiday allowance to a total of twelve (12) hours for banking purposes. When employees have accumulated a total of forty (40) hours, they will be advised to schedule their time off; when they take that time off, they will receive the forty (40) accumulated hours of pay.

#### **PAYMENT FOR HOLIDAYS NOT WORKED**

6.7 Employees who are not scheduled to work on the above named holidays, will receive one (1) holiday allowance as defined in Paragraph 6.4 provided they work their normal scheduled shift immediately preceding and succeeding the day on which the holiday is observed except as follows:

a) When a holiday falls and is observed in a period in which an employee is on lay-off or on suspension, no payment will be made.

b) If an employee is scheduled to work or has agreed to work on a holiday and does not work as scheduled, no payment will be made, unless excused by the Company.

c) If employees do not work their normal scheduled day or shift immediately preceding and succeeding a holiday, no payment will be made unless excused by the Company. Employees reporting late (up to 120 minutes) for work on the shift shall not be considered absent on that shift only for the computation of holiday pay.

6.8 It is understood that the granting of such excuses (6.7(b) and 6.7(c)) shall be at the sole discretion of the Company, and the exercise of such discretion in any particular case shall be subject to review through the Grievance Procedure.

#### **HOLIDAY ALLOWANCE WHILE OFF**

6.9 When a holiday falls or is observed during a period in which an employee is on lay-off or on suspension, no payment will be made. Holiday allowances as defined in Paragraph 6.4 will be paid to an employee who is on approved sick leave.

6.10 Should it be necessary to work all shifts of a production operation that is on a five (5) day schedule

on a holiday, the Company may disregard the overtime roster and request such employees in the department to work their normal scheduled shift and job, otherwise the Company will follow the overtime roster.

**ARTICLE VII**  
**VACATIONS**  
**VACATION POLICY**

7.1 After completion of one (1) year of continuous service, regular employees shall be entitled to a vacation with pay per calendar year, provided they meet the requirements set forth in this Article.

7.2 The vacation year shall be from the first (1st) Sunday in May to the Saturday immediately preceding the 1st Sunday in May of the following year.

7.3 Vacations due in any vacation year must be taken during that vacation year; they cannot be accumulated. Employees may take two (2) annual vacations consecutively provided it is restricted to one (1) employee per department.

7.4 Subject to the provisions of Article 7.6 concerning work requirements for vacation eligibility, the length of vacations shall be determined as outlined in 7.4(a) to 7.4(i).

a) Each regular employee who completes one (1) year of continuous service in any vacation year shall, upon completion of such service, be entitled to a vacation in such year of two (2) weeks with pay.

b) Each regular employee who completes one (1) or more years of continuous service (but less than four (4)) in any vacation year shall be entitled to a vacation in such year or two (2) weeks with pay.

c) Each regular employee who completes four (4) or more years of continuous service (but less than nine (9)) in any vacation year shall be entitled to a vacation in such year of three (3) weeks with pay.

d) Each regular employee who completes nine (9) or more years of continuous service (but less than fifteen (15)) in any vacation year shall be entitled to a vacation in such year of four (4) weeks with pay.

e) Each regular employee who completes fifteen (15) or more years of continuous service (but less than twenty-two (22)) in any vacation year shall be entitled to a vacation in such year of five (5) weeks with pay.

f) Each regular employee who completes twenty-two (22) or more years of continuous service (but less than thirty (30)) in any vacation year shall be entitled to a vacation in such year of six (6) weeks with pay.

g) Each regular employee who completes thirty (30) or more years of continuous service (but less than thirty-seven (37)) in any vacation year shall be entitled to a vacation in such year of seven (7) weeks with pay.

h) Each regular employee who completes thirty-seven (37) or more years of continuous service in any vacation year shall be entitled to a vacation in such year of eight (8) weeks with pay.

i) An employee who, prior to January 1st, is:

a) 55 or more years of age and who has twenty-five (25) or more years of continuous service, **OR**

b) less than 55 years of age and who has thirty (30) or more years of continuous service,

will be entitled to one (1) additional vacation of ten consecutive weeks. The value of each week of vacation pay will be determined, in alternative a) per Article 7.7 and in alternative b) by multiplying the employee's posted straight time basic hourly rate **X** forty (40) hours. This vacation may be taken, by arrangement with the Company, in any ten (10) week period from age 55 to retirement. The Company reserves the right to limit the number of employees taking additional vacations in any one (1) department in any year.

Vacation pay will not be granted in lieu of this vacation except at retirement. No lump sum advances will be made against this vacation. In the event of the death of the employee between age 55 and age 65, this accrued vacation money would revert to the employee's estate.

7.5 For the purpose of this Article continuous service shall be calculated in accordance with the provisions of Paragraphs 8.7 and 8.8 of the Seniority Article of this Agreement.

#### **ELIGIBILITY FOR VACATIONS (WORK REQUIREMENTS)**

7.6 Except in calculating vacation periods for employees having one (1) year or less service, the 1st Sunday in May shall be the qualifying date in determining vacation eligibility of that vacation year.

## **VACATION PAY**

7.7 The amount of vacation pay shall be based upon the employees' regular scheduled hours of work per week at their regular base rate of pay at the time of their vacation or 2% of total earnings in the previous vacation year for each week of vacation, whichever is greater. In addition, a 25% vacation bonus will be given each employee based on vacation pay due in the year in which the vacation is taken. This vacation bonus does not apply to terminations (other than normal retirement) or to the special ten (10) week vacation under Section 7.4(i). The vacation bonus is paid in the last quarter of the vacation year as a lump sum payment.

## **SCHEDULING OF VACATIONS**

7.8 Vacations may be scheduled at any time throughout the vacation year. The Company shall determine the precise period of each employee's vacation, but an effort shall be made to select a period which is satisfactory to the employee. Where conflicts occur on vacation periods requested by employees, preference will be given to employees with the greatest company seniority in the department for vacation scheduling only and subject to personnel requirements in their particular field. Employees having one (1) or more years of continuous service shall be entitled to have scheduled at least one (1) week vacation between July 1st and September 1st and to accomplish this it may not be possible to allow senior employees to monopolize prime time.

## **VACATION PAY**

### **UPON TERMINATION OR LAY-OFF**

7.9 If employees become eligible for a vacation in any vacation year in accordance with the provisions of this Article and leave the employ of the Company in accordance with Article 8.7, they shall be paid for such unused vacation for which they were qualified as of the 1st Sunday in May on the date of termination.

## **ACCRUED VACATION PAY**

### **UPON TERMINATION OR LAY-OFF**

7.10 An employee who returns to work after lay-off without loss of seniority will, in the next vacation year, qualify for the vacation determined in accordance with the provisions of Paragraph 7.4 of this Article.

## **STATUTORY REQUIREMENTS**

7.11 Notwithstanding any other provisions of this Article, no employee shall receive less vacation allowance nor less pay than that to which they would be entitled under the Employment Standards Act (Ontario).

## **HOLIDAYS FALLING DURING VACATION**

7.12 If a holiday falls or is observed during employees' vacation, on a day on which they would normally have been scheduled to work, or on a day that they would normally have observed as a paid holiday, had they not been on vacation, they shall have the following options:

- a) Receiving their holiday pay in addition to their regular vacation pay.
- b) Accumulating the five (5) consecutive days (one (1) calendar week) off with accumulated pay, which must be taken within twelve (12) months after obtaining the fifth day and at a time mutually agreeable to the employee and the company.
- c) Taking another day off with accumulated pay which must be taken within twelve (12) months and at a time mutually agreeable to the employee and the Company.

## **ARTICLE VIII**

### **SENIORITY**

#### **SENIORITY POLICY**

8.1 It is understood that the seniority provisions in this Agreement are designed to give each employee, according to length of continuous service with the Company, such equitable measure of job preference over less senior employees as is consistent with the efficient operation of the business on which depends the welfare of the employees, the Company and its customers. It is agreed that senior employees shall be considered as having preference in matters of lay-off, rehiring, promotion and transfer, providing always that the senior employees shall have the necessary qualifications to perform and shall be willing to perform the work in question.

## **DEFINITIONS**

8.2 A "regular" employee is one who has worked four hundred and forty (440) hours from date of hire with the Company with the exception of students as defined in Article 12.7.

8.3 A "probationary" employee is a new employee or an employee rehired after loss of seniority who shall be on probation for a period of four hundred and forty (440) hours worked from date of hire. During this period, the employee shall not be considered as a regular employee and notwithstanding anything contained elsewhere in this Agreement, a probationary employee may be terminated by the Company and such termination shall be in compliance with Article 16.4. Upon completion of four hundred and forty (440) hours worked with the Company, a probationary employee shall become a regular employee and shall be placed on the plant seniority lists and the employee's continuous service shall accrue from the last date of hire.

8.4 "Continuous Service" shall mean an employee's service since the last date hire computed in accordance with Paragraphs 8.8, 8.9 and 8.10 hereof. An employee on the seniority roster in use on March 28, 1973 by Cyanamid of Canada Limited or an employee on the seniority roster in use on September 30, 1984 by Domtar Inc. at their Beachville locations, who does not subsequently break the period of continuous service shall be credited with the continuous service as carried in that roster, for all purposes of this Agreement except the calculation of eligible service for pension purposes. (For specific information in the area of pension, employees should consult the Pension Plan Booklet for Hourly-Rated Employees.)

8.5 "Company seniority" shall mean a regular employee's length of continuous service in the plant. The "Company seniority date" shall be the date of starting the last period of continuous service.

#### SENIORITY LISTS

8.6 The Company will maintain a seniority roster showing the seniority date of all regular employees on the payroll of the Company. The seniority roster will be available to employees for inspection. Lists will be revised and posted quarterly with copies sent to the Union.

#### LOSS AND RETENTION OF CONTINUOUS SERVICE

8.7 Continuous service shall terminate when an employee:

- a) Voluntarily quits for any reason.
- b) Is discharged for cause and is not reinstated through the Grievance Procedure.



- c) Is laid off by the Company for a period of:
  - i) (if the employee has less than two (2) years of seniority at the date of lay-off) 18 months from date of lay-off
  - ii) (if the employee has greater than two (2) years but less than three (3) years of seniority at the date of lay-off) 24 months from date of lay-off
  - iii) (if the employee has greater than three (3) years but less than four (4) years of seniority at the date of lay-off) 30 months from the date of lay-off
  - iv) (if the employee has greater than four (4) years of seniority at the date of lay-off) 36 months from the date of lay-off
- d) Fails to report to work when recalled after a lay-off as provided in Paragraph 9.12 hereof.
- e) Fails to return from a leave of absence within three (3) days after it expires. This shall not apply if the employee furnishes reason(s) satisfactory to the Company for the failure to return on time.

If a regular employee is re-employed after continuous service has been terminated for any of the above reasons, the employee shall be considered as a "rehire" and all previous continuous service shall be cancelled.

**8.8** Continuous service shall not be interrupted when a regular employee is absent due to:

- a) Illness or non-compensable injury, provided such illness or injury is shown to be legitimate and the employee returns to work upon recovery; and provided also that the inability to work does not exceed two (2) years, unless otherwise agreed by the parties.
- b) Compensable injury i.e. covered by Workers' Compensation Legislation, provided the employee returns to work upon recovery.
- c) Lay-off by the Company (for a period less than that provided in Paragraph 8.7(c)).
- d) An approved leave of absence.

If a regular employee is re-employed after absence due to any of the above reasons, the employee shall be considered as a "reinstatement" and the last previous seniority date shall be retained.

## **PROMOTION OUT OF BARGAINING UNIT**

**8.9** The right to promote employees now in the bargaining unit to positions outside the bargaining unit or to select bargaining unit employees for temporary vac-

**ancies** outside the bargaining unit is reserved exclusively to the Company. Such temporary vacancy shall be for a period not to exceed three (3) months.

**8.10** If employees who have been in a job in the bargaining unit accept a promotion or transfer to a job outside the bargaining unit, they shall continue to accumulate seniority, for a maximum of one (1) year, while on such job. Following this one (1) year period, such employees shall be deemed to have quit the bargaining unit and shall lose their right of return to an hourly-rated position within the bargaining unit.

## **DEFINITION OF QUALIFICATION**

**8.11** As used in this Agreement, the term “qualifications” is intended to mean such factors related to job performance as physical fitness; skill and ability; and licenses (where required).

**8.12** The determination of an employee’s qualifications is the responsibility of the Company; with the understanding that any disagreement with the Company’s decision may be taken up as a grievance. It is also agreed that in the event that this grievance proceeds to arbitration, the Company shall proceed first to establish the employee does not have sufficient qualifications for the job.

## **ARTICLE IX**

### **LAY-OFFS AND REEMPLOYMENT**

#### **LAY-OFF POLICY**

**9.1** The necessity of lay-offs, the curtailment of the work week, and the reduction or increase in the working force in the plant or any occupational classification shall be at the discretion of the Company.

**9.2** In connection with lay-offs and recall after lay-off, seniority shall govern providing the Company shall maintain a competent stair, defined as the senior employee with the qualifications and ability to do the job available. **All** employees on the seniority list must be recalled before new employees are hired, provided the laid off employees have the necessary qualifications to perform the work available and they shall be afforded the opportunity of refamiliarization to a reasonable extent (maximum ten (10) days) in cases where such an employee may require same. An employee on lay-off will be recalled and trained before a new employee is hired who needs training.

## **DEFINITION OF LAY-OFF**

**9.3** There are two (2) types of lay-off which are defined as follows:

- a) **Company Lay-off:** When it is necessary to reduce the working force because of lack of work and an employee is released from work in the plant, such action will be considered as a Company lay-off.
- b) **Job Lay-off:** When it is necessary to reduce the number of employees in a particular classification, and an employee is released from work in that classification, such action will be considered as a job lay-off.

## **APPLICATION OF SENIORITY TO JOB LAY-OFFS**

**9.4** When reductions are expected to be other than temporary (i.e. in excess of thirty (30) days) and a job lay-off is necessary, employees shall be laid off from that job in the reverse order of Company seniority, providing the remaining employees can satisfactorily perform and are willing to perform the work.

**9.5**

- a) Employees who are laid off as provided in 9.4 from their job shall be entitled to displace another employee with less Company seniority from a job in which the former is capable of performing in a satisfactory manner.
- b) With those employees who are subject to job lay-off under 9.5(a), the Company will afford the affected employees the opportunity of training to a reasonable extent (maximum 10 days) in cases where such employee may require same and would be able to do the job at the end of the training period.

## **RECALL RIGHTS AFTER JOB LAY-OFF**

**9.6** Employees who are laid off from their job or who are displaced from their job during job lay-off and are transferred to another job will be placed on the recall list of the job from which they were transferred for a period of eighteen (18) months. They shall be recalled in the reverse order of lay-off if the job re-opens. If employees decline to accept a recall to their previous job they shall relinquish their recall rights to that job. The time frame set out in this section may be extended by mutual agreement of both parties.

## **APPLICATION OF SENIORITY TO COMPANY LAY-OFFS**

**9.7** When a Company lay-off is necessary, employees shall be laid off in reverse order of Company seniority,

provided the remaining employees have the necessary qualifications to perform, and are willing to perform the work. In the event employees holding a posted position are laid off, they shall retain their posted position upon recall, provided such recall is within thirty (30) calendar days of date of lay-off.

## **PROCEDURE FOR HANDLING COMPANY LAY-OFFS**

**9.8** When a Company lay-off is necessary, the Company will be guided by the following procedures:

- a) From the Company seniority list it will select the employee to be laid off in accordance with the provisions of this Agreement.
- b) It will notify the Union of the employees selected for such Company lay-off and will meet with the Union representatives to discuss any special cases where deviation from seniority order is contemplated. The Company will follow the practise of discussing such cases with the Union in advance of taking action.
- c) Employees who are retained on jobs under such circumstances, out of seniority ranking, will retain their job on a temporary basis and such jobs will be posted and filled in accordance with Article 10.

## **TEMPORARY DEPARTMENT SHUTDOWN**

**9.9** In an emergency situation, when it is necessary to shut down a department or operation temporarily, the Company will assign other work to the employees affected without displacing other personnel who are not directly affected by the temporary department shutdown. This situation shall not be considered as a lay-off insofar as the application of seniority is concerned, nor shall the Company be liable for any premium costs or penalties as a result of the reassignment of the personnel affected. As soon as possible, but in any event by the second subsequent posting of the weekly manpower schedule, the employees directly affected will be given assignments as per the normal manpower scheduling as per their listed qualifications.

## **JOB LAY-OFF FOR MEDICAL REASONS**

**9.10** When it is necessary to transfer individual employees from a job because they are incapacitated for medical reasons, the Company shall endeavour to transfer them to a job which their experience indicates they are qualified to perform. Such a move shall not displace

another employee's posted job; however, by mutual agreement, a job vacancy that opens up may be filled by the affected employee.

### **NOTIFICATION OF LAY-OFF**

9.11 In case it becomes advisable to reduce the number of employees by a Company lay-off, regular employees will be given at least seven (7) calendar days' notice of such layoff except in situations over which the Company has no control.

### **RECALL AFTER LAY-OFF**

9.12 When conditions warrant increasing the work force after a Company lay-off, regular employees theretofore laid off shall be recalled in order of their Company seniority, provided:

- a) They have the qualifications to perform, and are willing to perform, the work available, and
- b) They have retained their Company seniority rights under the terms of Paragraphs 8.7 and 8.8 hereof.

9.13 It is recognized that deviations from the above order of recall may be made necessary by the sequence in which plant operations are resumed. For example, in the case where plant equipment must be put back in shape before operations can be started up, the appropriate maintenance department employees required to do the work may be recalled, even though other employees with greater Company seniority are still laid off. Similarly, if a particular operating department is to be started up and operating employees with necessary qualifications and experience in that department are required, such employees may be recalled even though employees of other departments with greater Company seniority are still laid off.

### **PROCEDURE FOR RECALLING EMPLOYEES AFTER COMPANY LAY-OFF**

9.14 The Company may recall laid off employees by the most convenient method. In the event the employees do not report for work when called by notice other than registered mail, they shall immediately be notified by registered mail to the last known address on file with the Company. If they fail to report for work within seven (7) days of receipt of notice by the Company that they have or have not received the registered letter, they

shall be deemed to have voluntarily quit and shall lose all seniority rights.

**9.15** Subject to the provisions of Paragraphs **9.12** and **9.13** above, should the Company fail to recall employees in order of their seniority, such employees shall be compensated beginning as of the day they should properly have been recalled in accordance with their Company seniority. They shall be compensated at their regular rate less whatever earnings they have earned elsewhere during this period. This period shall not exceed ninety (90) days.

**9.16** In the event of a permanent total plant closure, the Company will notify the Union at least two **(2)** months prior to the cessation of operations. Following such notification, the Union shall have the opportunity to discuss and explore any possible means of averting the closure. **If** attempts to avert the closure are not successful, Union and Company representatives shall meet to discuss the manner in which the closure is carried out, with consideration to such things as retirement options, job market assistance, extended E.A.P. counselling, methods of payment, retraining and relocation.

## **ARTICLE X**

### **FILLING VACANCIES**

#### **PROCEDURE FOR FILLING VACANCIES**

**10.1** The number of employees needed in any classification and the determination of existence of a vacancy shall be at the discretion of the Company.

**10.2** The term "vacancy" as used in this Agreement shall be defined as any job of more than thirty (30) days duration except that vacancies of more than thirty (30) days caused by illness, injury, leave of absence and vacations shall **be** considered temporary. Openings **of** thirty (30) days **or** less and other temporary openings such as herein defined, may be filled **by** assignment without regard for the job posting provisions.

**10.3** It is agreed that **vacancies** shall **be** filled **as** follows:

- a) **A** vacancy in any occupational classification in the plant shall be filled from the employees presently in the plant provided a qualified employee is available.
- b) If any vacancy cannot be filled **by** a qualified em-

ployee from within the plant in accordance with the procedures set forth in this Article, the Company may hire a person for **the** job.

#### **PROCEDURE FOR POSTING VACANCIES**

**10.4** Job vacancies shall be posted for five (5) days (excluding Saturdays, Sundays and holidays) on the bulletin boards located at the time clocks. Each "Notice of Vacancy" shall indicate the date and time at which it will expire, after which applications shall not be considered. The Company will attempt to notify employees, who are on approved absence, of any "Notice of Vacancy" that will be posted and completed during such **absence**.

**10.5** Employees desiring to apply for a posted vacancy shall make application in duplicate, filing one copy with the Personnel Department and one copy with the Union in each of the boxes provided for the purpose. Employees from the bargaining unit only will be permitted to apply. Where more than one (1) job has been posted at one (1) time and applicants wish to post for more than one (1) job, they shall indicate their preference on the application form. If the applicants are awarded their first choice, they will relinquish the second or succeeding postings. If the applicants are awarded their second or succeeding choice, they are still eligible for their indicated preferred choice should it become available through "washouts".

#### **PROCEDURE FOR FILLING VACANCIES**

##### **10.6**

- a) Among those employees who have applied for a vacancy and who have the basic qualifications to be trained, in accordance with the following paragraphs, the employees with the greatest Company seniority shall be selected.
- b) If no employee applies for a vacancy, the Company may appoint the most junior employee from the bargaining unit, who does not already hold a posted permanent job, to fill the job. The Company may fill **any** vacancy by temporary action for such period as is necessary to complete the posting and filling of such vacancy.
- c) The name of the successful candidate or the fact that no one has applied or qualified for the job will be posted at the time clocks within five (5) working days of expiration of the posting.

- d) If the senior employee on a job posting has not been trained on the job in question, the employee will be afforded the necessary training at the applicable trainee rate; having completed the required training, the employee will assume the job at the full rate assuming a vacancy exists. This does not apply to positions within the Maintenance Department, which are governed by the Maintenance Apprenticeship Training Program.
- e) An employee on a training program per Paragraph 10.6(d) will be afforded up to one (1) month training for jobs of A-5 rate or less and up to three (3) months training for jobs of A-6 rate or more.
- f) At any time during the training period, the employee may “wash out” of the program by applying in writing to the Company to terminate trainee status. The employee will then revert to his/her former job status, and will be ineligible for reposting to this specific job for a period of twelve (12) months. Any employee, who exercises “washout rights” twice in any twelve (12) month period, shall be ineligible for any posted vacancy for a further period of twelve (12) months.
- g) The Company retains the right to “wash out” an employee at the end of a training period if the employee is, in the opinion of the Company, unable to perform the job duties adequately and to “wash out” an employee during the training period if an employee is, in the opinion of the Company, not progressing at a satisfactory rate.

## 10.7

- a) An employee who applies for and obtains a posted vacancy at the A-5 job classification or lower under this procedure shall not be eligible to apply for another posted vacancy for a period of six (6) months unless such vacancy represents a promotion in job classification to the employee concerned.
- b) An employee who applies for and obtains a posted vacancy at the A-6 or A-7 job classification under this procedure shall not be eligible for another posted vacancy for a period of twelve (12) months unless such a vacancy represents a promotion in job classification to the employee concerned.
- c) An employee who applies for and obtains a posted vacancy at the A-8 job classification or higher under this procedure shall not be eligible for another posted vacancy for a period of twenty-four (24) months unless



such vacancy represents a promotion in job classification to the employee concerned.

d) The time frames set out in Article 10.7(a), (b) and (c) may be waived or shortened in writing by mutual consent of the parties hereto. An employee will be permitted one lateral posting (i.e. within the same job classification) during the restricted period. Any subsequent request for lateral posting, within the restricted period associated with the first request, will not be considered.

## **INTERIM REPLACEMENT PROGRAM**

**10.8** When the Company has any indication that an hourly-rated employee will be absent from work for in excess of three months for reasons of illness or injury, the employee's job will be posted and filled under this program unless the Company decides **not** to fill the vacancy at all.

The job will be posted and filled in the normal manner as an **"interim replacement"** vacancy. The **senior qualified** applicant will be the successful applicant and will perform the job throughout its duration.

The interim replacement vacancy will last from the date of the filling until the incumbent employee's return to work **OR** the expiration of fifty-two (**52**) weeks of total absence, at which time the interim replacement employees will return to their former status. If the incumbent employee does not return to work at the end of fifty-two (**52**) weeks, the job will be re-posted as a permanent vacancy.

Some elements of this program conflict with clauses in the Collective Agreement (e.g. Articles 10.2, 10.6(a), 10.6(d), the Procedure for Filling Vacancies on the Weekly Manpower Schedule, etc.). **Both** parties recognize this fact and agree that the provisions of this program rule where there is a conflict.

## **RETURNING DISABLED EMPLOYEE**

**10.9** The job of a disabled employee will be posted as a permanent vacancy, effective twelve (12) months from the date of onset of disability, unless the Company decides not to fill the vacancy at all. It will be filled per Article X. If the disabled employee returns to work within a two (**2**) year period from the commencement of disability and:

1) If the employee is medically able to return to the former job

- a) the employee returns to the former job.
- b) the incumbent who had taken that permanent job reverts to his/her former job status.
- c) other employees revert to their former jobs as necessary.

2) If the employee is medically unable to return to the former job

- a) the employee is treated as a medical transfer per Article 9.10.
- b) the incumbent who had **taken** that permanent job retains it.

If the disabled employee returns to work after a two (2) year period from the commencement of disability, the employee has no claim to the former job and returns as a Production Helper.

## MANPOWER SCHEDULING

### 10.10 Posting Vacancies

The weekly manpower schedule will be posted by 4:30 p.m. each Tuesday; all vacancies will be blank, with temporarily displaced and unposted (those who do not have a posted job) employees showing as a pool to be scheduled. Job vacancies, posted at the same time, will be openings because of:

- a) Vacations
  - b) Sickness (one week or more)
  - c) Workers' Compensation (one week or more)
  - d) Leaves of Absence (one week or more)
  - e) Special Jobs, Assignments, etc. (one week or more)
- In departments with progression relief, the lowest job would be posted as the vacancy e.g. normally lowest progression vacancy.

### Applying for Vacancies

The vacancy application deadline will be 9:00 a.m., Thursday; an employee **not** applying by the cut-off time will be assigned a job. Off-shift employees may call in to be added to the list up to the cut-off time. If any employees are going on vacation and they see a vacancy coming up that they wish, they must apply before going on vacation; this applies to vacation only. If a vacancy occurs for any other reason, while the employees are off, they may apply only on the first week of their return, after which they lose that right; if they apply, they will be scheduled on the job the

following week for the duration of the vacancy. If posted employees wish to obtain a vacancy inside or outside the department except in departments with progression relief they must bid for the vacancy.

Employees must indicate their order of preference (one being the most preferred) if applying for more than one vacancy. Employees who bid to a posted vacancy are taking the vacancy for its duration and may not move to another job, unless they have indicated that, when a specific job becomes open, they want to be scheduled to it, and then returned to the job originally bid to. Any qualified employees holding that relief job may apply for the vacancy if it represents an upgrade in their wage rate outside their own department or if within their own department represents either a lateral or upgrade in their wage rate.

### Filling Vacancies

The vacancy will be filled by the senior qualified employee who applies.

If no one applies for the vacancy, it will be filled with the most junior unposted employee first and then the most junior posted employee second, capable of doing the job, even if that employee must be moved off his/her posted job; unforeseen vacancies and vacancies as a result of posted personnel relieving others, will be filled by assignment, but will be posted the following week, if the vacancy is still there. Employees, who are assigned to a vacancy, revert to their previous position after one week and the vacancy is reposted, if it still exists, on the next schedule.

### Finalized Manpower Schedule

The finalized manpower schedule will be posted by 2:00 p.m. each Thursday. All employees on the off-shift, vacation or sickness, who have bid for a posted vacancy must telephone the plant after 2:00 p.m. on Thursday to see what job they received. All employees working #2 and #3 shifts on Friday are expected to verify their schedules before going off-shift. Any employees, who have not bid for a vacancy and who have completed their work schedule for the week, and who were changed on the finalized schedule, will be notified by the Company of their change; if the Company is unable to reach them, they will continue on the schedule that was posted on Tuesday.

## General

1) Qualified Personnel Listing - The Qualified Personnel Listing, as from time to time amended, is the source of employees' qualifications for manpower scheduling purposes.

2) Posted Employees (except Maintenance Personnel) may:

- a) Hold multiple relief jobs within their own department (lateral and upgrade) but not shift movement on their **own** job.
- b) Hold only one relief job outside their own department (upgrade only).
- c) Apply for a relief posting outside their own department only if they do not hold a relief posting or if they are willing to relinquish it and are able to do so having held it for two years or if it represents an upgrade to the previous relief job.

3) Production Helpers may:

- a) Be required to be qualified on three (3) posted jobs.
- b) Apply for a relief posting only if they hold less than three (3) relief jobs or if they are willing to relinquish one and are able to do so having held it for two years or if it represents an upgrade to the previous relief job.

4) Relief Postings will be used to select trainees for most Schedule "A" jobs. The Company may appoint the most junior Production Helper who has less than three (3) relief jobs to relief training on the following jobs: Lime Operator **IV**, Lime Loader, Rotary Kiln Sorter, Quarry Operator **V**, Hydrator Operator **II**, Pulverizer Operator **IV**, Laboratory Operator **IV**, Janitor - East Plant.

5) New Employees may receive training on the jobs of Rotary Kiln Sorter and Lime Operator **IV** and be assigned to those jobs, as relief personnel during their probationary period. They will be trained without benefit of postings and will be assigned, as required, outside of the weekly bidding procedure. If they become permanent employees, they retain qualifications obtained during the probationary period i.e. Rotary Kiln Sorter, Lime Loader, Lime Operator **IV** (but not including Diesel Truck in the quarry).

## **ARTICLE XI**

### **ADJUSTMENT OF GRIEVANCE/COMPLAINT**

#### **DEFINITION OF GRIEVANCE/COMPLAINT**

11.1 For the purpose of this Agreement, a grievance is defined as any difference between the parties arising from the interpretation, application, administration or alleged violation of this Agreement. A complaint is defined as any difference between the parties and may proceed to Step 3 only in the Grievance/Complaint Procedure. A matter of general importance to the employees as a whole may be submitted in writing by either party at Step 2, within ten (10) calendar days from the time of the grievance/complaint.

11.2 It is agreed that the maintenance of harmonious relations between the parties requires the prompt filing and dispositions of grievances and complaints. Both parties endorse the use of an open door system to address complaints, rather than using the Grievance/Complaint Procedure. Any grievance/complaint (as herein above defined) which may arise must be presented within ten (10) days after its occurrence or, if the grievance/complaint involves a matter with respect to which the Company is required to give the Union written notice, within ten (10) days after such notice is given. In grievances/complaints arising from pay cheques, the event shall be deemed to have happened on the day the pay cheque was received. If any employee is pursuing a "complaint" through an open door system and decides to take it through the grievance/complaint process instead, the Company will waive the ten (10) day submission restriction on that complaint.

Grievances/complaints shall be dealt with in successive steps as follows:

#### **STEP 1: PRESENTATION TO AREA SUPERVISOR**

Employees or a group of employees who have a problem or complaint must discuss this problem with their supervisor, who shall give an answer within forty-eight (48) hours. If the matter is not readily adjusted, it may be put in writing on a standard form and it then becomes a grievance/complaint provided it meets the definition of a grievance/complaint as set forth herein. The supervisor shall give an answer in writing on the grievance/complaint form as soon as possible, but in any event within forty-eight (48) hours after receipt of the written grievance/complaint.

## **STEP 2: REVIEW BY A MANAGEMENT COMMITTEE**

If the decision at Step 1 does not satisfactorily adjust the grievance/complaint, it may be referred to a Management Committee within ten (10) days from the time of the Step 1 answer. A meeting between the Grievance Committee and the Management Committee shall be held as soon as possible, but in any event shall take place within ten (10) days. The Management Committee shall give its answer in writing as soon as possible, but in any event within ten (10) days of the Step 2 meeting.

## **STEP 3: PRE-ARBITRATION REVIEW BY GENERAL MANAGER**

If the decision at Step 2 does not satisfactorily adjust the grievance/complaint, it may be referred to the office of the General Manager within ten (10) days from the time the Step 2 answer was received. A meeting between the Grievance Committee and the General Manager shall be held as soon as possible, but in any event shall take place within ten (10) days. The General Manager shall give an answer in writing as soon as possible, but in any event within ten (10) days of the Step 3 meeting.

## **STEP 4: ARBITRATION**

If the decision of the General Manager does not satisfactorily adjust the grievance, either the Company or the Union may, within ten (10) days after the answer was given, refer the matter to arbitration. Either party may acquiesce to the other while reserving its right to proceed to arbitration a future grievance based on the same circumstances.

Should the grievance proceed to arbitration, the arbitrator shall be selected and the proceedings carried out in the following manner:

### **a) SELECTION OF ARBITRATOR**

1. The party referring the matter to arbitration shall, in its notice to the other party, recommend an arbitrator from the list of arbitrators below and call upon the other party to agree to its selection. In the event that the parties cannot agree on the initial selection, the arbitrator shall be selected from the agreed upon list on the basis of each party eliminating one name on the list until one name remains and with the party, referring

the grievance **to** arbitration, eliminating the first name; such person shall then act as the Bole arbitrator.

**List of Arbitrators**

K. A. Hinnegan  
J. D. O'Shea  
E. E. Palmer  
Pamela Picher  
W. R. Rayner

2. By mutual agreement, the parties may elect to have a board of arbitration, in which case the chairman shall be selected in the foregoing manner and the parties will be responsible for the selection and expenses of their **own** nominee.

**b) ARBITRATION PROCEEDINGS**

1. The arbitrator **so** appointed shall conduct such hearings at mutually agreeable locations as may be necessary to determine the facts in the grievance.
2. The arbitrator shall have power to deal only in matters **involving** interpretation, application or violation of this Agreement and shall not rule **on** any other matter, nor shall the arbitrator have the right to alter, amend, set aside, add to or delete from any provisions herein contained nor to render any decision which is inconsistent with the provisions **of** this Agreement.
3. **The** decision **of** the arbitrator shall be final and binding upon the parties and upon any employee affected by it.

**c) EXPENSES OF ARBITRATION**

1. Each party shall pay its **own** expenses in connection with any such arbitration proceedings. Such expenses shall include, but not by way **of** limitation, the compensation and expenses, if any, **of** all persons appearing before the arbitrator in its behalf.
2. The compensation and expenses, if any, **of** the arbitrator shall be borne equally by both parties.

11.3 Either party may request the presence **of** a National Representative **of** the Union **at** any meeting of the parties arranged at or beyond Step 3 of the Grievance/Complaint Procedure herein.

11.4 Any time limit placed on the parties may be extended by mutual agreement upon written request **from** either party **for an** extension.

## **UNION REPRESENTATIVES FOR HANDLING GRIEVANCES/COMPLAINTS**

11.5 The Union may designate a Grievance Committee, which, when meeting with the Company, shall consist of not more than four (4) employees.

11.6 The Union may designate one Steward for each department for each plant for a total of eight (8) stewards.

11.7 Stewards and Grievance Committee members shall be regular full-time employees of the Company and may be selected in any manner determined by the Union.

11.8 The Union shall keep the Company advised in writing with up-to-date list of the names of officers, Grievance Committee members, stewards and other representatives of the Union who are authorized to act in adjusting grievances/complaints or in transacting other official Union business. The Company agrees to recognize only those representatives whose names have been so submitted in writing.

11.9 Stewards and Grievance Committee members will be allowed a reasonable amount of time during working hours to present grievances/complaints to Company representatives under Steps 1, 2 and 3 of the Grievance/Complaint Procedure herein, provided they first obtain permission from their foreman or supervisor to leave their particular assignment. The Company agrees that such permission shall not unreasonably be withheld. It is understood, however, that Stewards and Grievance Committee members have full-time work to perform for the Company and any time spent on Union matters during working hours will be devoted only to the proper handling of grievances/complaints. The Union agrees that such privileges will not be abused.

11.10 When members of the Union Grievance Committee lose time from their regular shifts by attending regular or special meetings with Company representatives on Company premises, such time lost shall be considered as time worked and shall be paid for by the Company. This provision shall not apply to any meeting held beyond Step 3 of the Grievance/Complaint Procedure herein.

11.11 Saturdays, Sundays and holidays shall not be used in the computation of any time limits set forth in this Article.



## **ARTICLE XII**

### **WAGES**

12.1 The job classifications and wage rates shown in Schedule "A" which is attached hereto, shall, subject to the provisions hereof, be and remain in effect for the life of this Agreement.

12.2 It is recognized that mechanical improvements brought about by the Company in the interest of improved methods and products, the development of new manufacturing processes and the use of new materials as well as changes in the character of jobs may from time to time require the establishment of new job classifications or the reclassification of existing jobs. Under such circumstances, the Company and/or Union may request evaluation of the new or changed job. The Company will evaluate the job in question and will inform the Union of the classification and rate established upon completion of the evaluation.

12.3 The Union may, through its members of the Grievance Committee, request review of a new or changed job during the thirty (30) day period immediately following such notification. Such Committee may request the presence of the Steward concerned in any particular case. Following such request for review, the Company shall re-examine the contents of the said job. If, as a result of such re-examination, an adjustment in classification and/or rate is required, Schedule "A" shall be revised accordingly forthwith.

12.4 Upon completion of the evaluation, the job shall be established in accordance with results of the evaluation. If the resultant level is below the current or existing level incumbent employees will continue to receive the higher rate of pay until such time as they permanently leave the job or any subsequent general increases in the rate established for the job shall be applied in eliminating the red circle rate but the maximum reduction in the rate at the given time shall be 25% of the original red circle amount.

12.5 Any dispute arising between the parties over a new or changed job ultimately may be referred to arbitration, in accordance with Step 4 of Section 11.2.

The arbitrator appointed thereunder shall, in determining the proper classification of the job in question, be governed by the principles and methods on the basis of

and by which the schedule of the job classification and wage rates as set forth in Schedule "A" were established.

12.6 If, through such procedure, the classification of a job is adjusted, Schedule "A" shall be revised forthwith. The rate, if adjusted upward, shall be applied retroactively to the date the Union requested review of the new or changed job.

**12.7(a) PROBATIONARY EMPLOYEES —  
RATE OF PAY**

Probationary employees entering the service of the Company after the effective date of this Agreement shall, throughout their probationary period, be paid the rate applicable to the labour grade next lower to that of the job to which they are assigned during their probationary period. After transfer to "regular" employee status, employees shall be paid the classified rate in Schedule "A" for the job to which they are assigned.

**(b) STUDENTS — RATE OF PAY**

Students may be hired between the period April 15 to September 15 for vacation relief and will receive the student rate as listed in Schedule "A", as long as they are classed as students. They shall have no access to job postings, seniority listings, employee benefits, etc. If and when it is decided that a student shall remain as a regular employee, the probationary period will become effective as of the date of hire and any changes in rate would become effective the date of status change.

**SHIFT PREMIUM**

12.8 Employees assigned to shift work will be paid premiums as follows:

- a) No shift premium for day shifts or any other shifts starting on or about 7:00 a.m.
- b) Effective July 22, 1994, seventy-five cents (75¢) per hour for all hours worked on the afternoon shift.
- c) Effective July 22, 1994, eighty-five cents (85¢) per hour for all hours worked on the night shift.

**SHIFT LEADER PREMIUM**

12.9 Those who are assigned to full charge of a shift or operation, shall be paid a premium of one dollar (\$1.00) per hour over the highest rate supervised or over their rate whichever is greater.

## **SUNDAY PREMIUM**

12.10(a) Employees scheduled to work Sunday as part of their regular shift and who are not eligible for overtime or holiday premium under other provisions of this Agreement shall receive a premium of one and one-half **(1½)** times their normal hourly base rate of pay for all work performed **on** a Sunday.

## **SATURDAY PREMIUM**

12.10(b) Employees scheduled to work Saturday as part of their regular shift and who are not eligible for overtime or holiday premium under the other provisions of this Agreement, shall receive a premium for all work performed **on** Saturday of seven dollars and fifty cents (\$7.50) per hour, effective July 22, 1994.

## **STAND-BY PREMIUM**

12.10(c) A maintenance employee who agrees **to** be **scheduled on** "weekday Stand-By Call" shall receive a "Stand-By" premium of eight dollars **(\$8.00)** for each sixteen (16) hours of coverage. A maintenance employee who agrees to be scheduled **on** "Weekend Stand-By Call" shall receive "Stand-By" premium of sixty **(\$60.00)** dollars **on** a normal weekend and ninety (\$90.00) dollars **on** a holiday (three day) weekend, provided the employee remains available throughout the period of responsibility and responds to any calls. When called in, the maintenance employee shall be paid the applicable overtime rate for all work performed, over and above the "Stand-By" premium.

## **SUBSTITUTE PREMIUM**

12.10(d) Employees scheduled to work Sunday, Saturday or sixth day shift, as provided for in Article 5.11, who are eligible for overtime or holiday premium under the other provisions of this Agreement, shall receive a substitute premium payment of four **(4)** hours at their regular base rate of pay, providing they work their entire scheduled shift. When the substitute premium applies to a Sunday or Saturday for employees **on** twelve hour shifts, they shall receive a substitute premium payment of six (6) hours at their regular base rate of pay, providing they work their entire scheduled shift.

## SCHEDULE PREMIUM

12.10(e) An employee, who is required to work in excess of seven (7) consecutive days as a result of the assignments on the posted weekly manpower schedule, will be paid double time commencing with the eighth scheduled day unless:

a) The weekly manpower schedule reflects that the employee will have a day of rest, that interrupts the consecutive days schedule (in which case the employee will be entitled to receive double time pay, in lieu of straight time pay, **on** the first shift that the employee is scheduled to work after the day of rest), **OR**

b) The employee has requested a schedule that results in more than seven (7) consecutive days..

12.11 All employees, whose normal function is not a bricklayer, will receive the A-9 rate while performing the work of a bricklayer. The bricklayer function will be posted subject to the following conditions:

1. It will be a dual job posting and the successful applicants will be designated as "bricklayers" in addition to their regular job titles.
2. The successful applicants will receive the A-9 rate while performing the work of a bricklayer on a brick- ing operation that they are qualified to perform and one (1) rate lower during training periods with an already qualified bricklayer.
3. A separate duty roster **will** be kept for the bricklayer function to insure that both work and overtime are distributed as equitably as possible.
4. When qualified, employees holding the dual classifica- tion will be paid one (1) group higher than the rate applicable to their normal posted **job** (to a maximum of Group **A-9**) except when performing the bricklayer **job** at which time they **will** receive **Group A-9**.

## COST OF LIVING ALLOWANCE

12.12

(a)The wage rates detailed in Schedule "**A**" will be subject to a monthly cost of living adjustment based on a formula of one cent (**1c**) per hour increase or decrease for each full .275 increase or decrease in the Consumer Price Index 1971 base (hereinafter called C.P.I.) as published by the Statistics Canada.

(b)The first adjustment will be made from and after the first pay following the issue of the C.P.I. as at April 1, 1994, and will be based on the difference between the C.P.I. as at March 1, 1994, and the C.P.I. as at

April 1, 1994. Adjustments upward or downward will be made in a like manner monthly thereafter, except that:

- i) Effective July 22, 1994, ten cents (10¢) of prepaid C.O.L.A. has been included in the wage rates in Schedule "A" and will act as a trigger for C.O.L.A. float adjustments in the first year of this agreement.
  - ii) Effective April 1, 1995, ten cents (10¢) of prepaid C.O.L.A. has been included in the wage rates in Schedule "A" and will act as a trigger for C.O.L.A. float adjustments in the second year of this agreement.
- (c) The amount of any cost of living allowance in effect will not be incorporated in the basic wage rates but will be paid in respect of each hour worked.
- (d) No adjustments retroactive or otherwise shall be made in respect of any revision that may subsequently be made in the C.P.I. figures used for any monthly adjustment.
- (e) Continuance of the cost of living allowance in its present form will depend upon the availability of the official Statistics Canada C.P.I. calculated on the same basis as the index presently in force. Should this method be replaced by another, the parties will determine how the formula should be adjusted to the new method.

The C.O.L.A. float, generated by the difference between the C.P.I. as of March 1, 1993 and the C.P.I. as at March 1, 1994, will be rolled into the basic wage rates effective July 22, 1994. The C.O.L.A. float generated by the difference between the C.P.I. as of March 1, 1994 and the C.P.I. as at March 1, 1995, will be rolled into basic wage rates effective April 1, 1995. The C.O.L.A. float, generated by the difference between the C.P.I. as of March 1, 1995 and the C.P.I. as at March 1, 1996, will be rolled into the basic wage rates effective the date of ratification of the new Collective Agreement that succeeds this one.

### **ARTICLE XIII**

#### **RATES APPLYING ON TRANSFERS AND TEMPORARY ASSIGNMENTS**

13.1 It is recognized that all employees are subject to temporary assignment to jobs other than their regular jobs. If such an assignment is to a job having a higher or lower rate than the employees' regular job, they shall be paid in accordance with the provisions of this Article.

## **TEMPORARY ASSIGNMENT TO LOWER-RATED JOB**

13.2 When employees are temporarily assigned to a job which **is** rated lower than their regular job.

a) For the convenience of the Company (i.e. to fill in for an absent employee or to enable the Company to have the lower-rated work performed), they shall be paid their regular job rate for the entire period **of** such temporary assignment.

b) For the convenience of the employees (i.e. where the employees request such assignment or where they are temporarily unable to perform their regular job for physical reasons), they shall be paid the lower job rate starting at the beginning of the following week if they are to continue on the lower-rated **job** for one week or longer.

c) Because they have been temporarily displaced from their regular job due to temporary department shutdown, they shall be paid their regular **job** rate for the entire period of such temporary assignment.

## **TEMPORARY ASSIGNMENT TO HIGHER-RATED JOB**

13.3 When employees are temporarily assigned to a **job** which is rated higher than their regular job, they shall be paid:

a) Their regular job rate if they **work** on the higher-rated job for less than two (2) hours.

b) The higher job rate for four (4) hours if they work on the higher-rated **job** for a period of two (2) to four (4) hours.

c) The higher rate of pay for eight (8) hours **if** they work on the higher-rated job for more than four (4) hours.

## **PERMANENT TRANSFER TO LOWER OR HIGHER-RATE JOB**

13.4 If employees are permanently transferred to a higher-rated **job as** a result of the filling of a vacancy or to a lower-rated job **as a** result of a lay-off (as provided in Articles 9 and 10), they shall be paid **the** rate of the job to which they are **so** transferred **starting** on the first **day** of such transfer.

## **ARTICLE XIV**

### **LEAVE OF ABSENCE**

**14.1** A regular employee ~~may~~ be **granted** a leave of absence for a period of time commensurate ~~with~~ the approved ~~reason~~ for ~~which~~ the request for leave ~~is~~ made, but in no event for more ~~than~~ three (3) months.

**14.2** ~~For~~ reasons satisfactory to the Company, a leave of absence may be extended upon ~~written~~ application to, and receipt of ~~written approval~~ from the General Manager. Application for extension of a leave of absence must be received by the Company at least **(1)** week prior ~~to the~~ expiration date of such leave.

### **CONDITIONS GOVERNING LEAVES OF ABSENCE**

**14.3** All leaves of absence granted for any reason shall ~~be~~ without pay. The Company agrees ~~to~~ make the necessary source deductions on lost time pay while on Union business (to a maximum of two (2) weeks) and the Company shall bill the Local for such deductions and wages once monthly.

**14.4** An employee ~~who~~ accepts employment elsewhere during a leave of absence without the knowledge and consent of the Company shall be deemed to have voluntarily quit.

**14.5** An employee who fails to report for work within three (3) days after the date of expiration of the leave, shall be deemed ~~to~~ have voluntarily quit.

**14.6(a)** A regular employee who is elected or appointed ~~to~~ National **Union** office, or who is delegated to perform any ~~approved~~ Union activity necessitating an extended leave of absence shall, upon written request from the President ~~of~~ the Local Union, be granted a leave ~~of~~ absence for a period not to exceed twenty-four (24) months. There shall be only one (1) such leave of absence in effect at **any** time.

The employee granted such leave of absence shall accumulate seniority for the duration ~~of~~ said leave. The employee will not be entitled to any benefits under this Agreement during **such** leave except that the Group Health Insurance and Pension cover-ages will be maintained providing the employee pays the full cost.

(b) The Company will pay members of the Union Negotiating Committee, up to five (5) for time lost from their regular shift while attending negotiation, conciliation or mediation meetings with the Company representatives. In the event that negotiations reach an impasse and either party decides to apply for conciliation, both parties agree that at least one more negotiating session will be held, after a cooling off period, before the application for conciliation is made.

**14.7** During any approved leave, seniority will remain in force in all respects as if the employee concerned was actively at work, except that vacancies occurring during such period of absence will be filled without consideration of such absent employee.

It is understood and agreed that no service or seniority-related benefits will accrue to an employee on an extended special Union leave with respect to the period of the leave except as provided for in 14.6(a).

## **ARTICLE XV**

### **REGULAR ATTENDANCE AT WORK**

**15.1** The Company and the Union jointly recognize that it is the responsibility of all employees to be regular in their attendance at work so that orderly operating schedules may be maintained without requiring excessive overtime or causing undue inconvenience to other employees. It is agreed that absences for reasons other than bona-fide illnesses or injury must be held to an absolute minimum.

**15.2** An employee who has an irregular attendance pattern may be subject to progressive discipline up to and including discharge. A copy of such discipline will be given to the Recording Secretary of the Union

### **CLEARANCE OF IRREGULAR ATTENDANCE RECORD**

**15.3** If an employee who has been warned or suspended for irregular attendance maintains a good attendance record for six (6) months following such warning or suspension, the attendance record shall be cleared as of the end of such six (6) month period at which time the Company will notify in writing said employee that the record is now clear and no further reference to it shall be made under this clause.



## **PROCEDURE TO BE FOLLOWED IN CASES OF ABSENCE**

15.4 Employees who wish to be absent (for reasons other than illness or injury) should request the permission of their supervisor as far **in** advance of such proposed absence as possible. **If** such permission is granted, the absence will be recorded as "Absent With Leave".

15.5 If employees find it necessary to be absent for any reason and have not received advance permission from their supervisor, they shall notify the Company not later than one **(1)** hour before the start of the shift on which the absence is to occur. If such notification is not considered valid, such absence will be recorded **as** "Absent Without Leave".

15.6 Upon their return to work, the employees will be given an opportunity to explain to their supervisor the reasons for their failure to report **in** time. If their reasons are deemed satisfactory, the "Absent Without Leave" recording shall be changed to "Absent With Leave" or "Sickness", as the case may be. If their reasons are regarded as unsatisfactory, the "Absent Without Leave" designation will not be altered.

15.7 Employees returning to work following an absence for reasons of illness or injury shall notify the Personnel Department of their intention to work during the day prior to the day **of** return to work. Failure to provide notice may cause such employees to be sent home, if arrangements to provide relief have already been made.

15.8 It is the mutual responsibility of the Company and the employees, who are returning to work from vacation or an extended leave of absence, to verify any schedule changes that may affect the employees. The employees are entitled to telephone the Company collect during business hours (8:30 a.m. to 4:30 p.m.) to check for any changes in their work schedule.

## **ARTICLE XVI DISCHARGE**

16.1 **If** regular employees are suspended **or** discharged for cause, they shall have the right to interview their Steward at an agreed upon place before leaving the Company premises if they **so** desire.

16.2 If no grievance with respect to the proposed discharge is initiated by the employee involved within ten (10) calendar days of the date the employee is notified of the suspension and ultimate discharge, the matter shall be considered closed and not subject to further review. Grievances concerning discharge shall be referred directly to Step 3 of the Grievance Procedure.

16.3 If a grievance is so filed within such ten (10) day period, the matter shall be finally resolved according to the decision arrived at through the Grievance Procedure.

16.4 The Company will have the right to discharge a probationary employee, based on a lesser standard than just cause in accordance with Section 43.1 of the Ontario Labour Relations Act. The discharge of a probationary employee will be discussed with the Union Committee or its designate.

## **DISCIPLINE**

16.5 When a report pertaining to a regular employee's work performance or conduct is placed on the employee's personnel file, the employee shall be given the opportunity to review and sign the report indicating that its content has been read and further, to include comments on that report or appended to it.

## **ARTICLE XVII TRAINING PROGRAMS**

17.1 In the event the Company requires bargaining unit employees to be trained as relief operators or to train on new jobs, such employees shall be selected for training according to the procedure for filling vacancies. An employee cannot receive a training posting for vacation relief unless it would mean a promotion in job classification. The Company will post for training as far in advance as the need for such training can reasonably be foreseen. They will be paid at the rate of one (1) job class lower than the job for which they are being trained, but not less than their normal regular job rate, as long as, for training purposes, they are additional to normal crewing.

17.2 To facilitate the training of engineers, technicians and/or other classifications of employees in its operation, the Company retains the right to place trainees, whether salaried or hourly rated, on any hourly rated job for periods not to exceed six (6) months. The Company also retains the right to transfer trainees from job to job,

provided that in no case shall a trainee remain at any one job for a continuous period in excess of six (6) months. The Company agrees that the trainees will be in addition to normal crewing. The employee normally assigned to those duties shall not be assigned any other duties during such training.

**17.3** The Union and the employees will be advised of the name of trainees and their training schedule at least one (1) week prior to the effective date of commencement of any training program.

### **ARTICLE XVIII NO LOCKOUTS, STRIKES OR RESTRICTIONS TO PRODUCTION**

**18.1** During the life of this Agreement, the Union will not cause or permit its members to cause or take part in any strike, sit-down, slow-down or any other activity which would interfere with production; likewise, the Company will not cause or direct any lock-out of its employees.

### **ARTICLE XIX SAFETY AND HEALTH**

**19.1** The Company and the Union will co-operate to the fullest possible extent toward the prevention of accidents and the promotion of safety and health amongst the employees of the Company.

**19.2** The Company and the Union will establish a Joint Health and Safety Committee. The Committee will be comprised of five (5) salaried personnel appointed by the Company and five (5) hourly personnel elected by the Union. Chairmanship of the Committee will rotate semi-annually between salaried and hourly members of the committee. The Committee will meet no less than once monthly, but more often as necessary. Each party will notify the other of their representatives to the Committee. The responsibility of this Committee will be to monitor the safety programme and discuss Workers' Compensation cases, accident reports, potential serious safety violations, etc.

**19.3** The Joint Health and Safety Committee, from its members, will establish a Safety Inspection Committee, which shall inspect an area of the plant monthly, taking up to two (2) days to do so, and report their findings to management and explore corrective action as required. A copy of the report will be issued to each member of the Joint Health and Safety Committee and the Union.

19.4 Any employee who is disabled as a result of an industrial injury shall be paid for the balance of the day or shift on which the employee is injured.

19.5 The Company agrees to provide training and/or financially support training programmes that have been approved by the Company, which would enable members to better perform their duties on the Safety Committee.

19.6 The Company agrees to maintain the present first-aid equipment and facilities, lunchroom, locker, washroom, shower and sanitary facilities in accordance with the Provincial health requirements and the Union agrees to co-operate fully with the Company in the maintenance of this service.

19.7 The Company will allow a clean-up time of fifteen (15) minutes with pay to employees who have been engaged in the cleaning of the scrubber, the hydro blaster, bricking operations, putting up coal at the shaft and rotary kilns and the dust collectors.

19.8 The Company will pay for 100% of the cost of safety footwear. The foregoing is subject to the following conditions:

- 1) Safety footwear must be approved C.S.A. models as recommended by the Joint Health and Safety Committee.
- 2) Employees must turn in their old safety footwear to the stores to obtain an authorization to pick up new footwear.
3. All footwear must be obtained from a Company designated supplier.
- 4) The Company will pay the vendor's invoice directly.
- 5) Only regular plant employees have access to the Safety Footwear Program.

19.9 In each calendar year, the Company shall pay to maintenance employees one hundred dollars (\$100.00) allowance upon proof of purchase of overalls. Employees who have broken, lost or stolen tools will have them replaced by the Company upon the employee verifying that the tool was broken, lost or stolen.

19.10 When the Company becomes aware that materials and substances, used at the Beachville Plant, may be hazardous to the health of employees it will promptly advise the employees as to the threshold limit values

and regulations as established by the Ministry of Labour of the Province of Ontario and the proper precautions in handling of such materials or substances.

## **ARTICLE XX BULLETIN BOARD**

**20.1** The Company will post official, signed Union bulletins on the bulletin board after such have been approved by the Works Manager or other **person** designated by the Works Manager.

## **ARTICLE XXI JURY DUTY PAYMENT OF EMPLOYEES ON JURY DUTY**

**21.1** An employee who is called for jury duty or is subpoenaed as a witness by a Federal or Provincial Court or by a Coroner and who by virtue of such duty loses time from work, shall receive for each day of such jury and/or witness duty, the difference between the pay lost (computed at the employee's straight time rate and excluding shift or other premiums) on that day and the jury and/or witness fee received. The Company requires the employee to furnish a certificate of service signed by the Clerk of the Court before making any payment under this clause.

## **ARTICLE XXII COMPASSIONATE LEAVE**

**22.1** In the event of the death of an immediate relative, leave of absence with pay will be granted an employee to make arrangements for and attend the funeral. In such cases, payment for time lost from work, of three (3) days (i.e. a maximum twenty-four (24) hours at base rate of pay), will be granted. An "immediate relative" will mean father, step father, father-in-law, mother, step mother, mother-in-law, son-in-law, daughter-in-law, brother, sister, grandchild, grandparent, brother-in-law, sister-in-law. In the event of a winter death and a spring burial, one (1) of the three (3) days, referred to herein, may be taken at the time of the burial.

In the event of the death of the spouse, son, step-son, daughter, step-daughter, leave of absence with pay will be granted an employee to make arrangements and attend to personal matters. In such cases, payment for time lost from work, for five (5) working days (i.e. a maximum of forty (40) hours at base rate of pay) will be granted.

Where the bereavement in the immediate family occurs outside of North America, employees shall be compensated at their hourly rate for a period of three (3) consecutive regularly scheduled work shifts (i.e. a maximum of twenty-four (24) hours at base rate of pay) within the period commencing on the date of death and extending up to and including the day of the funeral, if unable to attend the funeral. Immediate family shall include spouse, son, daughter, father, mother, sister or brother.

### **ARTICLE XXIII INSURANCE AND PENSION PLAN**

**23.1** The Company agrees to pay 100% of the premium rate (50% for out-of-province medical coverage) charged by the various insurance carriers as revised from time to time for the continuation of the insurance coverages that were in effect at the effective date of this Agreement, further details of which are set out in Schedule "B" hereto. A separate booklet outlining the details of the various plans will be issued to each employee, and updated as necessary.

**23.2** The Company shall continue a pension plan (effective April 1, 1975) for the benefit of the employees covered by this Agreement under which eligible service will include service under the "Employees' Retirement Plan" of Cyanamid of Canada Limited and service under the "Pension Plan for Unionized Employees" of Domtar Inc. A separate booklet outlining the details of the pension plan will be issued to each employee.

### **ARTICLE XXIV DURATION OF AGREEMENT**

**24.1** This Agreement shall be in full force and effect ~~until midnight March 31, 1996~~ and shall continue from year to year thereafter unless not earlier than ninety (90) days and not later than thirty (30) days prior to the annual expiration date either party furnishes written notice to the other of termination or of any proposed amendments, additions or deletions to this Agreement, in which event negotiations toward a new agreement or on such proposed amendments, additions or deletions shall commence within ten (10) days of receipt of such notice.

**24.2** Any proposed amendments, additions or deletions must be submitted by the parties to this Agreement **no** later than the date of the first meeting held **to discuss** the renewal of this Agreement, unless such proposals are **for** the purpose of clarifying the Agreement or **are** an alternate proposal on subject matter previously raised between the parties.

**DATED THIS 12th DAY OF OCTOBER, 1994**

**FOR THE COMPANY**

G. R. ADAM  
**E. BUKALA**

**FOR C.E.P.U. LOCAL 3264**

J. G. BUDDEN  
F. A. CECCHIN  
R. J. CECCHIN  
R. L. GABLE  
C. A. MITCHELL  
J. T. WALSH  
J. SOKKANEN

SCHEDULE "A"

Job Title	Classi- fication	Rate Effective <b>07-22-94</b>	Rate Effective <b>04-01-95</b>
Maintenance Level I	A-11	\$21.68	\$22.08
Shovel Operator	A-10	\$21.37	\$21.72
Driller/Blaster	A-10	\$21.37	\$21.72
Quarry Operator I	A-9	\$21.06	\$21.41
Loader Operator - Quarry Face	A-9	\$21.06	\$21.41
Lime Operator I - West Plant	A-9	\$21.06	\$21.41
Lime Operator I - East Plant	A-9	\$21.06	\$21.41
Maintenance Level II	A-9	\$21.06	\$21.41
Bricklayer	<b>A-9</b>	\$21.06	\$21.41
Chief Operator - Screenline	A-8	\$20.75	\$21.10
Pulverizer Operator I	A-8	\$20.75	\$21.10
Shaft Kiln Operator	A-8	\$20.75	\$21.10
Maintenance Level III	<b>A-8</b>	\$20.75	\$21.10
Lime Operator II	A-7	\$20.44	\$20.79
Hydrator Operator I	<b>A-7</b>	\$20.44	\$20.79
Stone Plant Operator	A-7	\$20.44	\$20.79
Carloader - Kilns	A-7	\$20.44	\$20.79
Laboratory Operator I	A-7	\$20.44	\$20.79
Driller	A-7	\$20.44	\$20.79
Crane Operator	A-7	\$20.44	\$20.79
Quarry Operator II	A-6	\$20.13	\$20.48
Crusher Operator - Primary - West Plant	<b>A-6</b>	\$20.13	\$20.48
Quarry Operator III	<b>A-8</b>	\$20.13	\$20.48
Crusher Operator - Secondary - West Plant	<b>A-6</b>	\$20.13	\$20.48
Pulverizer Operator II	A-6	\$20.13	\$20.48
Lime Operator III	A-6	\$20.13	\$20.48
Hydrator Operator IV	<b>A-6</b>	\$20.13	<b>\$20.48</b>
Laboratory Operator II	A-6	\$20.13	\$20.48
Laboratory Operator V	A-6	\$20.13	\$20.48
Maintenance Level IV	A-6	\$20.13	\$20.48



Job Title	Classification	Rate Effective 07-22-94	Rate Effective 04-01-95
Quarry Operator <b>IV</b>	A-5	\$19.82	\$20.17
Quarry Operator V	<b>A-5</b>	\$19.82	\$20.17
Bintender	A-5	\$19.82	\$20.17
Pulverizer Operator <b>III</b>	A-5	\$19.82	\$20.17
Pulverizer Operator V	A-5	\$19.82	\$20.17
Lime Operator <b>IV</b>	<b>A-5</b>	\$19.82	\$20.17
Lime Operator V	A-5	\$19.82	\$20.17
Lime Loader	A-5	\$19.82	<b>\$20.17</b>
Sorter - Rotary Kiln	A-5	\$19.82	\$20.17
Stone Feed Attendant - Rotary Kiln	<b>A-5</b>	\$19.82	\$20.17
Kiln Truck Driver	A-5	\$19.82	\$20.17
Crusher Operator - Primary - East Plant	A-5	\$19.82	\$20.17
Screen Attendant	A-5	\$19.82	\$20.17
Hydrator Operator <b>III</b>	A-5	\$19.82	\$20.17
Stores Operator <b>I</b>	A-5	\$19.82	\$20.17
Laboratory Operator <b>III</b>	A-5	\$19.82	\$20.17
Maintenance Lubricator	A-5	\$19.82	\$20.17
Environmental Operator	A-5	\$19.82	\$20.17
Locomotive Operator	<b>A-5</b>	\$19.82	\$20.17
Bulldozer Operator	A-5	\$19.82	\$20.17
Loader Operator	A-5	\$19.82	\$20.17
Backhoe Operator	A-5	\$19.82	\$20.17
Grader Operator	A-5	\$19.82	\$20.17
Grader/Water Wagon Operator	A-5	\$19.82	\$20.17
Baghouse Maintenance/ Hydrolaser Operator	<b>A-5</b>	\$19.82	\$20.17
Utility Operator	A-5	\$19.82	\$20.17
<b>Truck Scale/</b> Utility Operator	A-5	\$19.82	\$20.17
Pulverizer Operator <b>IV</b>	A-4	\$19.51	\$19.86
Hydrator Operator <b>II</b>	A-4	\$19.51	\$19.86
Stores Operator <b>II</b>	A-4	\$19.51	\$19.86
Truck Scale Operator	A-4	\$19.51	\$19.86
Vacuum Truck Operator	A-4	\$19.51	\$19.86
Maintenance Level V	A-4	\$19.51	\$19.86
Truck Driver - Diesel	A-4	\$19.51	\$19.86
Truck Driver - Gasoline	A-4	\$19.51	\$19.86

Job Title	Classi- fication	Rate Effective 07-22-04	Rate Effective 04-01-05
Flyash Truck Driver	A-4	\$19.51	\$19.86
Water Wagon Operator	A-4	\$19.51	\$19.86
Towmotor Operator	A-4	\$19.51	\$19.86
Carloader - Quarry	A-4	\$19.51	\$19.86
Sorter - <i>Shaft Kilns</i>	A-4	<b>\$19.51</b>	\$19.86
Crusher Operator - Secondary - East Plant	<b>A-4</b>	\$19.51	\$19.86
Janitor/ First Aid Attendant	<b>A-4</b>	\$19.51	\$19.86
Pulverizer Plant Packer	A-3	\$19.20	\$19.55
Laboratory Operator IV	A-3	\$19.20	\$19.55
Brickhandler	A-3	\$19.20	\$19.55
Janitor	A-3	\$19.20	\$19.55
Production Helper	A-2	\$18.89	\$19.24
Belt Attendant	A-2	\$18.89	\$19.24
Probationary Employee	A-1	\$18.89	\$18.74
Student		\$18.82	\$14.17

## SCHEDULE "B"

### A. LIFE INSURANCE BENEFIT

Group	Hourly Rate of Pay		Life Insurance
	At Least Per Hour	Less Than Per Hour	
41	\$16.11	\$16.59	\$ 85,000.00
42	\$16.59	\$17.07	\$ 87,500.00
43	\$17.07	\$17.55	\$ 90,000.00
44	\$17.55	\$18.03	\$ 92,500.00
45	\$18.03	\$18.51	\$ 95,000.00
46	\$18.51	\$18.99	\$ 97,500.00
47	\$18.99	\$19.47	\$100,000.00
48	\$19.47	\$19.95	\$102,500.00
49	\$19.95	\$20.44	\$105,000.00
50	\$20.44	\$20.92	\$107,500.00
51	\$20.92	\$21.40	\$110,000.00
52	\$21.40	\$21.88	\$112,500.00
53	\$21.88	\$22.36	\$115,000.00
54	\$22.36	\$22.83	\$117,500.00
55	\$22.83	\$23.32	\$120,000.00
56	\$23.32	\$23.80	\$122,500.00
57	\$23.80	or over	\$125,000.00

### B. ACCIDENT AND SICKNESS BENEFITS

a) Weekly - Accident and Sickness Benefit — 80% of the employee's regular weekly earnings including basic earnings together with regular overtime and bonuses which form part of regular remuneration, with a maximum amount of benefit not to exceed 80% of the maximum insurable earnings in effect under the Unemployment Insurance Regulations as at commencement of disability. This benefit covers a maximum of fifty-two (52) weeks. (The maximum insurable earnings in effect under the Unemployment Insurance Regulations as at January 1, 1994, is \$780.00.)

b) Monthly - Long Term Disability — An employee becomes eligible for L.T.D. after the A&S benefit of fifty-two (52) weeks has been exhausted. You will be considered totally disabled if you are prevented by illness or injury from engaging in any gainful occupation for which you are reasonably fitted by prior training, education or experience. This could include work at Beachville and under certain circumstances, as long as you remain disabled, the benefits could be payable to your Normal Retirement Date.

L.T.D. benefits based on various rates of pay are as follows:

Group	Hourly Rate of Pay		Long Term Disability Amount
	At Least Per Hour	Less Than Per Hour	
41	\$16.11	\$16.59	\$1,570.00
42	\$16.59	\$17.07	\$1,610.00
43	\$17.07	\$17.55	\$1,650.00
44	\$17.55	\$18.03	\$1,695.00
45	\$18.03	\$18.51	\$1,735.00
46	\$18.51	\$18.99	\$1,775.00
47	\$18.99	\$19.47	\$1,820.00
48	\$19.47	\$19.95	\$1,860.00
49	\$19.95	\$20.44	\$1,900.00
50	\$20.44	\$20.92	\$1,945.00
51	\$20.92	\$21.40	\$1,985.00
52	\$21.40	\$21.88	\$2,025.00
53	\$21.88	\$22.36	\$2,070.00
54	\$22.36	\$22.83	\$2,110.00
55	\$22.83	\$23.32	\$2,150.00
56	\$23.32	\$23.80	\$2,190.00
57	\$23.80	or over	\$2,230.00

### C. HEALTH INSURANCE BENEFITS

#### Hospital Care

- a) Equivalent Blue Cross Semi-Private Hospital Supplement
- b) Equivalent Blue Cross Extended Health (\$10.00 deductible single, \$20.00 deductible family)

#### Medical and Surgical

- a) Equivalent Blue Cross Extended Health (\$10.00 deductible, \$20.00 deductible family)
- b) Equivalent Blue Cross Dental Plan No. 9 plus:
  - 1) Denture / Restoration Plan - 80%/20% co-pay with a \$1,500.00 per benefit year maximum
  - 2) Orthodontics Plan - 60%/40% co-pay, \$1,500.00 life time maximum (\$1,000 maximum for adults)
- c) Out-of-Province Medical coverage
- d) Employee Assistance Program

D. The foregoing group insurance coverages will be continued under circumstances of disability, lay-off, approved leave of absence and retirement to the extent specified in the following sections.

## **E. PERIODS OF DISABILITY**

### **a) Life Insurance Benefit, Accident and Sickness Benefits and Health Insurance Benefits**

These coverages are continued at Company expense through any period of disability for which the employee receives Weekly Accident and Sickness or Long Term Disability benefits.

## **F. PERIODS OF LAY-OFF OR LEAVE OF ABSENCE**

### **a) Life Insurance Benefit and Health Insurance Benefits**

These coverages will be continued during lay-off or approved leave of absence for a period not exceeding five (5) months following the month in which a lay-off or leave of absence commences.

### **b) Accident and Sickness Benefits**

If employees are laid off or are granted a leave of absence, they may continue, at their own expense, their Weekly Accident and Sickness insurance for one (1) month following that in which such lay-off or leave of absence commences.

## **G. UPON RETIREMENT BENEFIT**

### **a) Life Insurance Benefit**

Life insurance will be continued in a reduced amount at Company expense for employees who retire with full vesting rights under the provisions of the Company's Employees' Retirement Plan in accordance with the following:

Effective August 1, 1993 -

Ten (10) years service and over - \$10,000.00

### **b) Accident and Sickness Benefits**

All Accident and Sickness insurance terminates automatically upon retirement, except that if employees are disabled at their date of retirement, they shall be eligible to receive weekly benefits as long as such disability continues, up to a maximum of fifty-two (52) weeks.

### **c) Health Insurance Benefits**

For employees who retire with full vested rights under the provisions of the Company's Employees' Pension Plan, the Company will bear the cost of continuing these coverages for the employee, spouse and dependent children under age 21.

## **H. TERMINATION OF EMPLOYMENT, OTHER THAN RETIREMENT — CONVERSION PRIVILEGES**

### **a) Life Insurance Benefit**

Upon termination of employment for any reason, employees may convert all or part of their life insurance to an individual policy of their choice normally issued by the insurance company, except one (1) containing disability benefits, provided such conversion is effected within thirty-one (31) days following termination of employment. It is possible to purchase term insurance from date of early retirement to age 65 or for one (1) year from normal retirement at age 65. You may then change the term insurance to regular insurance. No medical examination will be required. The foregoing conversion privilege also applies to the difference between the full amount of the life insurance of an employee prior to retirement and the amount continued thereafter by the Company.

### **b) Accident and Sickness Benefits**

All Accident and Sickness insurance terminates automatically upon termination of employment for any reason, except that if employees are disabled at their date of termination of employment, they shall be eligible to receive weekly benefits as long as such disability continues, up to a maximum of fifty-two (52) weeks.

### **c) Health Insurance Benefits**

Company contributions to the cost of these plans cease upon termination of employment for any reason other than early retirement or an employee on Long Term Disability with full vesting rights under the provisions of the Company's Employees' Pension Plan. If an active employee with a minimum of twenty-five (25) years seniority becomes deceased, the Company will bear the cost of continuing these coverages to age 65 for the spouse and dependent children under age 21.

## **APPENDIX I**

### **1) Letter of Understanding**

#### **Re: Job Titles**

The Company and the Union agree that should any of the jobs which are being deleted from Schedule "A", be reintroduced at a later date, the wage rate classification for such **job** will not be reduced.

(For example: "Crusher Operator - Primary - East Plant" is being deleted. **If** reintroduced in the future, the Schedule "A" classification would be at the A-5 level of the then current Collective Agreement.)

### **2) Letter of Understanding**

#### **Re: Wage Rate Evaluation System**

The parties agree, during the term of the agreement, to discuss an alternative to the Wage Rate Evaluation System.

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