

SOURCE	Co.		
EFF.	91	01	01
TERM	94	01	01
NO. OF EMPLOYEES	113		
NO. OF EMPLOYERS	1		

**COLLECTIVE
AGREEMENT**

between

**Cold Metal Products
Company Ltd.**
Subsidiary of
Cold Metal Products Company, Inc.

and

Local Union No. 4444
United Steelworkers of America

1991 - 1994

0150304

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AGREEMENT

BETWEEN COLD METAL PRODUCTS COMPANY, LTD.
SUBSIDIARY OF COLD METAL PRODUCTS
COMPANY, INC.

(Hereinafter referred to as the "Company")

-and-

LOCAL UNION 4444, THE UNITED STEELWORKERS OF
AMERICA

(Hereinafter referred to as the "Union")

ARTICLE 1

Recognition

The Company **recognizes** the Union as the sole collective bargaining agency in respect of the wages, hours of employment, and working conditions for all employees except foremen, those above the rank of foremen and office staff.

The Company agrees not to contract out work which is normally performed by employees in the bargaining unit excepting where circumstances make it impractical for employees in the bargaining unit to perform the work.

ARTICLE 11

Discrimination

- (a) The Company **recognizes** and will not interfere with the right of the employees to become members of the Union. There shall be no discrimination against any employee because of membership in the Union.
- (b) The Union, its members and agents, agree not to intimidate or coerce employees into membership in the Union, and also not to solicit membership or collect dues on Company time.

- (c) The Company and the Union agree that there will be no discrimination against any employee because of race, creed, colour or national origin.

ARTICLE 111

Hours of Work

The standard work week shall be one of forty (40) hours, Monday through Friday, inclusive. It is understood, however, that if one or more statutory holidays fall on a working day, the work week shall be reduced by the number of hours scheduled under the standard work week, that is, eight (8) hours, Monday through Friday inclusive.

- (a) For day shift - eight (8) hours per day, 7 a.m. to 3 p.m. Monday through Friday.
- (b) For afternoon shift - eight (8) hours per shift, 3 p.m. to 11 p.m., Monday through Friday.
- (c) For night shift - eight (8) hours per night, 11 p.m. to 7 a.m., Monday through Friday.
- (d) When it is necessary to expand the shift schedule beyond the eight (8) hours set forth in (a), (b) and (c) above, the Company will give the employees concerned reasonable notice and involve them in the determination of the actual schedules to be established for working the required over time.
- (e) It is understood that the Company will provide a lunch period consisting of twenty (20) minutes for all employees. This time will be paid for by the Company at the employee's regular rate. The warning bell to ring at eighteen (18) minutes, which will enable the employees to return to their department by the twenty-minute period.

- (f) The Company agrees to provide employees with a lunch period in accordance with the Department of Labour five (5) hour time limit.
- (g) It is further provided that the running schedule per day or per week may, at the discretion of the management, be increased or decreased as business or operating conditions warrant, provided that the standard working day or the standard working week as herein outlined would be applicable in the computation of overtime.
- (h) The parties have agreed to a schedule of **continuous** operations (20 turns per week) which will be in effect as business conditions warrant. During the life of this agreement the Company agrees to revert to a standard work week of 40 hours, Monday through Friday inclusive, if the Company cannot maintain a schedule of continuous operations. Employees working Saturday and/or Sunday under this Article will be the only employees working Saturday and/or Sunday at straight time. The parties agree that during periods of continuous operation the downturn will be scheduled on Friday day shift.
- (i) The Company will pay up to a maximum of ten dollars (\$10.00) for the transportation costs of an employee who is sent home when public transportation is not available. Such transportation to be by taxi designated by the Company.
- (j) The Company will post the work schedule by 2:00 p.m. Thursday for the succeeding week. Such schedule is subject to change due to absences and employees returning from sick leave or compensation.

ARTICLE 1V
Overtime

Time and one-half will be paid, unless **mutually** agreed otherwise for:

1. All work performed in excess of the standard working day or in excess of the standard working week. No employee shall be paid overtime twice for the same hours.
2. All work performed on Saturday.

Double Time will be paid for:

3. All work performed on Sunday.
4. An employee working more than eight (8) hours over time in one day will be paid double time for all overtime in excess of eight (8) hours.
5. Overtime will not be paid for hours worked on Saturday or Sunday on continuous operations (20 turns per week). Overtime payment on continuous operations will be as follows:
 - (a) Time and one-half for hours worked on the **first** scheduled day off in the calendar week
 - (b) Double time for hours worked on the second scheduled day off in the calendar week.
 - (c) When an employee working a Monday to Friday schedule is **re-scheduled** to work a twenty (20) turn schedule he will be paid double time for hours worked on the **first** Sunday of twenty (20) turn schedule.
 - (d) An employee scheduled to work in excess of five (5) **continuous** days on continuous operations will be paid time and one-half for the sixth day and double time for the seventh day.

6. An employee who, during the course of the shift, is requested to work an overtime period of more than two (2) hours after completing a standard working shift shall be provided with a meal by the Company provided the employee was not notified of the overtime on the previous day or prior thereto. A twenty (20) minute lunch period will be provided for this purpose.
7. The Company agrees that all overtime work will be on a voluntary basis.
8. The Union Grievance Committee must be notified of the names of employees who have worked overtime.
9. The Company will make every reasonable effort to distribute overtime work equally, giving first consideration to those employees who regularly perform the work required, next consideration to qualified employees in the department, and last consideration to qualified employees in other departments. The Company will post bi-weekly on a departmental basis a listing of overtime worked and charged during such period.

ARTICLE V

Statutory Holidays

The Company recognizes the following twelve (12) statutory holidays: New Year's Day, Good Friday, Easter Monday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, the second Monday in November, Christmas Day and Boxing Day and the employee's birthday.

All employees who have a minimum of thirty (30) days employment with the Company will be reimbursed at the regular rates, including shift premium, for wages lost by reason of the plant being closed on the above-mentioned statutory holidays, provided, however, the employee works both the full scheduled work day immediately preceding and the full scheduled work day immediately succeeding the day of observance of the holiday, except where absence on either of the above mentioned days is due to a bona fide sickness which is substantiated by a medical certificate, or death of a member of the employee's immediate family; that is, wife, mother, father, sister, brother, son, daughter, mother-in-law, father-in-law, grandmother and grandfather, or previously arranged leave of absence covering only the qualifying day concerned, or, in the case of Easter weekend absence due to extenuating circumstances where proof acceptable to the Company has been provided.

For the purpose of qualifying for statutory holiday pay the Company will allow up to two (2) hours lateness per shift on the qualifying days.

The Company agrees that an employee will have the privilege, when a statutory holiday falls during his vacation period, of taking off an additional day, which day would be mutually agreeable.

The day of observance for the named Statutory Holiday falling on a Saturday or Sunday shall be the Monday immediately following.

Double time plus eight (8) hours statutory pay will be paid to an employee for all hours worked on a Statutory Holiday.

ARTICLE VI

Reporting Pay

An employee who reports for duty and punches his time card

in the regular manner and is sent home because of no work, or change of shift, shall be paid for four (4) hours time at the standard hourly rate of the job for which he is reporting, provided, however, that no payment shall be made where the interruption of work is due to circumstances beyond the Company's control, such as lack of electric power. If possible, other work may be arranged, and if so, should be sufficient to keep the employee occupied for a least the first half of the shift and the employee shall be paid for such work on the basis of the occupation to which he is assigned or his own rate, whichever is greater.

An employee shall not be entitled to the four (4) hours **pay** as provided in this Article if:

- (a) he has been notified by the Company not to report for work at least two (2) hours before his starting time. The employee shall be deemed to be so notified if the Company has called the last telephone number recorded with the Time office, or
 - (b) He has not so recorded any telephone number.
- A minimum of four (4) hours pay at his average earnings will be provided for an employee called into work at other than his regular working hours.

ARTICLE VII

Vacations with Pay

- (a) Employees who on June 1st are on the active payroll and have seniority for one (1) year shall be granted a vacation period of two (2) weeks. The basis for calculating the vacation pay shall be 4% of earnings for the preceding fifty-two (52) weeks ending on the last pay period date previous to June 1st, or twice the number of hours in the standard

work week as expressed herein, times the employee's **occupational** rate, whichever is the greater.

- (b) It is further provided that those employees who have less than one (1) year seniority, as expressed herein, shall be granted a period of one (1) weeks vacation, but the pay shall be on a pro-rata basis.
- (c) It is further provided that those employees on the active payroll as of June 1st having seniority for five (5) years or longer shall be granted a vacation period of three (3) weeks with pay, calculated at 6% of their earnings for the preceding fifty-two (52) weeks ending on the last pay period previous to June 1st, or three (3) times the number of hours in the standard work week as expressed herein, at the employee's occupational rate, whichever is the greater.
- (d) It is further provided that those employees on the active payroll as of June 1st having seniority for ten (10) years or longer shall be granted a vacation period of four (4) weeks with pay, calculated at 8% of their earnings for the preceding fifty-two (52) weeks ending on the last pay period previous to June 1st, or four (4) times the number of hours in the standard work week as expressed herein, at the employee's occupational rate, whichever is greater.
- (e) It is further provided that those employees on the active payroll as of June 1st having seniority for twenty (20) years or longer shall be granted a vacation period of five (5) weeks with pay, calculated at 10% of their earnings for the preced-

ing fifty-two (52) weeks ending on the last pay period previous to June 1st, or five (5) times the number of hours in the standard work week as expressed herein, at the employee's occupational rate, whichever is the greater.

- (f) It is further provided that those employees on the active payroll as of June 1st, having completed at least twenty-five (25) or more years of service shall be granted a vacation period with pay of six (6) weeks calculated at 12% of their earnings for the preceding fifty-two (52) weeks ending on the last pay period prior to June 1st, or six (6) times the number of hours in the standard work week at the employee's occupational rate, whichever is the greater.
- (g) Employees eligible for the third, fourth, fifth or sixth week of vacation shall be paid at the time of such vacation. Employees may apply in writing to the Plant Personnel Supervisor by January 1st indicating the dates they would prefer to have their third, fourth, fifth, or sixth week of vacation. The management will endeavour to make satisfactory arrangements and will reply by February 15th. Application forms will be available in the Time Office.
- (h) If an employee attains the required number of years of service to qualify for an increased vacation after June 1st of any year he will be granted the additional vacation with pay within the same calendar year.
- (i) The Company agrees to inform the employees as to the time of vacation period not later than February 15th.
- (j) The Company will require all employees to take all the vacation weeks for which they are qualified.
- (k) An employee whose absence due to illness or compensable

injury during the summer vacation shut-down causes him to miss such vacation shall be given the opportunity on his return to work to reschedule that vacation at a mutually agreeable time.

ARTICLE VIII

Wages

1. Effective January 1, 1991

- (a) The Standard Hourly wage Rate for Job Class 1 in effect at the Plant shall be **\$13.39**.
- (b) The Standard Hourly Wage Rate for Job Classes above Job Class 1 shall increase from Job Class to Job Class by equal increments according to the following schedule: -
 - effective January 1, 1991 - twenty-two cents (.22)
 - effective January 1, 1992 - twenty-three cents (.23)
 - effective January 1, 1993 - twenty-four cents (.24)

2. (a) Effective on January 1, 1991 and subsequent thereto, the Standard Hourly Wage Scale of rates for the respective job classes shall be:

JOB CLASS	STANDARD HOURLY WAGE RATE
01	13.39
02	13.61
03	13.83
04	14.05
05	14.27
06	14.49
07	14.71

08	14.93
09	15.15
10	15.37
11	15.59
12	15.81
13	16.03
14	16.25
15	16.47
16	16.69
17	16.91
18	17.13
19	17.35
20	17.57
21	17.79
22	18.01
23	18.23
24	18.45

- (b) The Cost of Living Allowance will become effective if the cost of living, as measured by Statistics Canada, exceeds five percent (5%) in the first year of the Agreement. If the cost of living exceeds five percent (5%), using January, 1991 as the base month (1971 = 100), each full 0.30 increase above five percent (5%) will result in a one cent (1) adjustment to the January 1, 1991 Standard Hourly Wage rates up to a maximum of ten cents (10). Such adjustments will be paid effective with the first pay period following release of the Consumer Price Index (CPI) which exceeds five percent (5%) and will be incorporated in the Standard Hourly Wage rates.

3. (a) Effective on January 1, 1992 and subsequent thereto, the Standard Hourly Wage Scale of rates for the respective Job Classes shall be increased by thirty-five cents (35) per hour:

JOB CLASS	STANDARD HOURLY WAGE RATE
01	13.59
02	13.82
03	14.05
04	14.28
05	14.51
06	14.74
07	14.97
08	15.20
09	15.43
10	15.66
11	15.89
12	16.12
13	16.35
14	16.58
15	16.81
16	17.04
17	17.27
18	17.50
19	17.73
20	17.96
21	18.19
22	18.42
23	18.65
24	18.88

- (b) The Cost of Living Allowance will become effective if the cost of living, as measured by Statistics Canada, exceeds five percent (5%) in the second year of the Agreement. If the cost of living exceeds five percent

(5%), Using January, 1992 as the base month (1971 = 100), each full 0.30 increase above five percent (5%) will result in a one cent (1) adjustment to the January 1, 1992 Standard Hourly Wage rates up to a maximum of ten cents (10). Such adjustments will be paid effective with the first pay period following release of the Consumer Price Index (CPI) which exceeds five percent (5%) and will be incorporated in the Standard Hourly Wage rates.

4. (a) Effective on January 1, 1993 and subsequent thereto, the Standard Hourly Wage Scale of rates for the respective job classes shall be increased by twenty-five (25) per hour:

JOB CLASS	STANDARD HOURLY WAGE RATE
01	13.84
02	14.08
03	14.32
04	14.56
05	14.80
06	15.04
07	15.28
08	15.52
09	15.76
10	16.00
11	16.24
12	16.48
13	16.72
14	16.96
15	17.20
16	17.44
17	17.68
18	17.92

19	18.16
20	18.40
21	18.64
22	18.88
23	19.12
24	19.36

- (b) The Cost of Living Allowance will become effective if the cost of living, as measured by Statistics Canada, exceeds five percent (5%) in the third year of the Agreement. If the cost of living exceeds five percent (5%), using January, 1993 as the base month (1971 = 100), each full 0.30 increase above five percent (5%) will result in a one cent (1) adjustment to the January 1, 1993 Standard Hourly Wage rates up to a maximum of ten cents (10). Such adjustments will be paid effective with the first pay period following release of the Consumer Price Index (CPI) which exceeds five percent (5%) and will be incorporated in the Standard Hourly Wage rates.
4. As of the date the Standard Hourly Wage Scale becomes effective, the Standard Hourly Wage Scale rate for each job class therein shall become the Standard Hourly Wage rate for all jobs classified within such job class and shall **continue** for the duration of the Standard Hourly Wage Scale and the application shall be as set forth hereafter in this Agreement.
5. Each hourly wage rate established under Section 2 of this ARTICLE shall be:
- (a) The established rate of pay for all straight-time hours of work or allowed time on a non-incentive job.

- (b) The established hourly base rate of pay and minimum guarantee under any new or revised incentive applied to the job in accordance with the provisions of Section 9 of this ARTICLE; and
 - (c) The established minimum rate of pay for purpose of the minimum guarantee under any presently existing incentive job.
- 6. The established rate of pay for each job shall apply to any employee during such time as the employee is required to perform such job, except as such rate may be modified by the application of the provisions of this Agreement.
- 7. The Company shall furnish to the Union a list agreed to by the parties hereto of present incumbents who are to be paid "out-of-line differentials" and such list shall contain the following:
 - (a) Name of incumbent to whom such "out-of-line differential" is being paid.
 - (b) Job Title of job on which "out-of-line differential" is being paid.
 - (c) Job Classification of such job.
 - (d) Standard Hourly Wage Scale rate of such job.
 - (e) Amount of "out-of-line differential", and
 - (f) Date such "out-of-line differential" became effective.
- 8. Any "out-of-line differential" to which any employee is entitled shall be governed by the following:
 - (a) Any employee included in the list referred

to in Section 7 of this ARTICLE shall continue to be paid "out-of-line differential" during such time as he occupies the job for which the differential was established.

- (b) If such employee accedes to a job having a higher standard hourly rate, then the differential shall be reduced by an amount equal to the difference between the standard hourly rate of the job for which the differential was established.
- (c) If such employee is reduced to a job of lower **classification** than that of the job for which the differential was established, the "out-of-line differential" shall be terminated and the appropriate job rate shall apply.
- (d) If such employee is transferred to a job of equal or lower job class at the request of the Company, then the higher of the two rates shall apply, namely the rate of the employee's regular job including any "out-of-line differential" that may exist or the rate of the job to which transferred.
- (e) Whenever any employee entitled to receive an "out-of-line differential" is returned to the job for which the "out-of-line differential" was established, the "out-of-line differential" shall be reinstated except as it may have been reduced or eliminated by other means.
- (f) The "out-of-line differential" multiplied by hours paid for shall be added to the earnings of the employee to whom such differential applies.
- (g) In addition to other means provided, increases in the increment between job classes shall be used to reduce or eliminate "out-of-line differentials".

- 9.
- (a) The Company at its discretion may establish new incentives or adjust existing incentives to cover:
 - (1) New Jobs;
 - (2) Jobs not presently covered by incentive application;
 - (3) Jobs covered by an existing incentive plan where, during a current three month period, the straight-time average hourly earnings of employees under the plan are equal to or less than the average of the Standard Hourly Wage rates for such employees;
 - (4) Jobs covered by an existing incentive plan where the application of the rates in the Standard Hourly Wage Scale has substantially submerged incentive earnings; and
 - (5) Subject to the provision of Section 9 (b) (6), the Company may adjust existing incentives to cover jobs wherein new or changed conditions have resulted from improvements made by the Company in the interests of improved methods or products or from changes in equipment, manufacturing processes or methods, materials processed, or quality, or manufacturing standards.
 - (b) Any such adjustment or replacement shall be made in accordance with the following provisions:

- (1) The Company will develop the proposed incentive rate or plan.
- (2) The proposal will be submitted to the Grievance Committee Chairman for the purpose of explaining the proposal and arriving at agreement as to its installation. The Company shall, at such time, furnish such explanation with regard to the development and **determination** of the proposal as shall reasonably be required in order to enable the Union Representatives to understand how such proposal was developed and determined and shall afford to such Union Representatives a reasonable opportunity to be heard with regard to the proposal.
- (3) If agreement is not reached, the matter shall be reviewed in detail by designated representatives of the Union and the Company for the purpose of arriving at mutual agreement as to installation of the proposed incentive rate or plan.
- (4) Should agreement not be reached, the proposed incentive rate or plan may be installed by the Company and the employees affected may at any time after thirty (30) days, but within ninety (90) days following installation, file a grievance. Such grievance shall be processed under the grievance procedure of this Agreement. If the grievance be submitted to **arbitration** the **Arbitration** Board shall decide whether the rate or plan provides equitable incentive compensation and is in

accordance with the provisions of this Section Q of this ARTICLE VI 11. The decision of the Board shall be effective as of the date the new incentive rate or plan was put into effect.

- (5) Under any adjusted incentive rate or new incentive plan, installed under the provisions of this Section 9 the average hourly earnings for any job shall not be less than the average hourly earnings received by regularly assigned incumbents under the replaced incentive rate or plan during the three (3) months immediately preceding installation of the adjusted or new plan provided the average performance of the three (3) month period is maintained.
- (6) In the event the Company does not adjust an incentive rate under the terms of Section 9 (1) (5), the employee or employees affected may process a grievance under the grievance procedure of this Agreement requesting that the incentive rate be adjusted or a new incentive plan be developed in accordance with the provisions of this Section 9 to provide equitable incentive compensation. If the grievance be submitted to arbitration, the Arbitration Board

shall decide whether the rate or plan provides equitable incentive compensation and is in accordance with the provisions of this Section 9 of this ARTICLE V111.

The decision of the **Arbiration** Board shall be effective as of the date on which the grievance was filed.

- (7) The term "incumbent" as used in this Section 9 shall be understood to mean an employee regularly assigned to a given job as of the date of the changed incentive.
10. The term "equitable incentive compensation" shall be understood to mean extra compensation over and above the standard hourly wage rate for the job; in proportion to the actual performance required over **and** above the performance rate of a normal day's work on the job.
11. A normal day's work is that amount of work that can be produced by a qualified employee when working at a normal pace and effectively **utilizing** his time where work is not restricted by process limitations.
12. A normal pace is equivalent to a man walking, without load, on smooth, level ground at a rate of three (3) miles per hour.
13. A Co-operative Wage Study (C.W.S.) Manual for Job Description Classification and Wage Administration, dated January 26, 1954, (herinafter referred to as the "Manual") is incorporated in this Agreement as Appendix "A" and its provisions shall apply as if set forth in full herein.
14. Except as otherwise **herin** or in the Manual provided, no basis shall exist for an incentive or non-incentive basis, to allege that a wage rate inequity shall be filed or processed during the term of this Agreement.
15. Any mathematical or clerical errors made in the

- preparation, establishment or application of job descriptions, job classifications or standard hourly wage rates shall be corrected to conform to the provisions of this Agreement.
16. The Company agrees to meet with the Union C.W.S. Committee on a quarterly basis.

ARTICLE 1X

Seniority

- (a) Seniority is determined by the length of service of an employee with the Company since the date of most recent employment, subject to the following provisions.
- (b) In all job vacancies, layoffs and rehiring preference shall be given to employees in accordance with their length of service with the Company, providing the employee has the capability of satisfactorily performing the job at the time the job vacancy, layoff or recall occurs. If a question arises as to whether an employee can satisfactorily perform the job, a "refresher" period with proper instruction of up to five (5) working days will be allowed for the employee to demonstrate that he can do the job. It is understood that an employee will not be trained for the job to which he may "bump" or to which he may be recalled from layoff. Where, during a reduction in the workforce, a displaced employee is unable to "bump" in accordance with (b) above, such employee shall exercise his seniority to displace a less senior employee working on a similar machine type and receive a training period of up to five (5) working days. If there is not a less senior employee working on a similar machine type, such employee shall displace

a less senior employee in Manufacturing and receive training according to the following schedule:

Job Classes **01-07** - up to five (5) working days

Job Classes **08-10** - up to fifteen (15) working days

Job Classes **11-22** - up to thirty (30) working days

An employee who is unable to perform the work upon completion of his training period may exercise his seniority to displace the least senior employee in the "labour pool" or, if no "labour pool" exists, shall be placed on the lay-off list and be subject to recall.

It is understood that Manufacturing personnel shall not displace trades and craft personnel, unless fully qualified; nor shall trades and craft personnel displace manufacturing personnel unless such displacement is the result of a reduction in the work force in the respective skilled trades area or is due to bona fide medical reasons.

It is **undersood** that trades and craft personnel shall not be considered for temporary or permanent postings in **Manufacturing** unless such bid results from a reduction in the work force in the respective skilled trades area or is due to bona fide medical reasons.

Trades and craft personnel shall include Plant Electricians, Plant Electricians 1, Industrial Mechanics, **Machinist**-Millwrights, Pipefitter-Millwrights, Welder-Millwrights, and Lift Truck Mechanic; excluded are Repairmen, Lubricator Inspector and Roll Grinders.

When there occurs a breakdown of equipment, or lack of materials or other manufacturing **irregularities, an em-**ployee may be sent home without regard to seniority for a definite period of time not to exceed two (2) days, or a total of two (2) days within any one (1) month, to a maximum of ten (10) days per calendar year. Such procedure would be termed a temporary adjustment in the working force. If it becomes necessary for an operator or his helper to leave the plant prior to the end of the shift, the Company will provide work for either the Operator or the Helper, as the case may be, for the remainder of the shift.

- (c) The Company will give an employee with three (3) years or more seniority, five (5) days notice of layoff. All employees who have completed eighteen (18) months service will be given two (2) days notice prior to layoff.
- (d) Any employee who is laid off due to lack of work, after the date hereof, shall not lose his earned seniority of service with the Company and he shall accrue further seniority rights during such absence from employment providing such absence from employment has not continued more than eighteen (18) months. An employee recalled from layoff will be guaranteed a minimum of one (1) week of work.
- (e) A new employee shall be considered probationary until such time as he has worked a total of sixty (60) days, consecutive or accumulated, at which time he shall be considered a regular employee and be credited with his previous service. The dismissal of a probationary

- employee shall not be the subject of a grievance.
- (f) Seniority shall be lost for the following reasons:
- (1) When an employee voluntarily terminates his employment.
 - (2) When an employee is discharged for justifiable cause.
 - (3) When an employee fails to report the cause of his absence from work within six (6) working days from the start of such absence unless there is a reasonable excuse for such absence and for such failure to notify the Company.
 - (4) When an employee has been laid off by the Company for a continuous period of eighteen (18) months.
 - (5) When an employee with more than three (3) years service with the Company has been laid off for a continuous period of two (2) years.
 - (6) If an employee on layoff fails to report for work within five (5) working days after having been recalled by registered letter addressed to the last address on the employment records, he shall not be further entitled to recall from layoff. The Company may extend the five (5) working day period if extenuating circumstances exist.
- (g) The Company agrees to maintain a seniority list of employees, which will be made available to the Union Committee.

The Company will advise the Union in writing of employees who have been laid off or recalled.

2. Job Class 7 and 8	6 months
3. Job Class 9 and 10	9 months
4. Job Class 11 and over	12 months

In the event that a job vacancy is cancelled after posting, the Company will consider only the original applicants for such cancelled job vacancy if it should become again available within three (3) months following such cancellation. On each job vacancy posting, the Company will indicate the job class or estimated job class of the job.

- (j) Temporary vacancies that will exceed thirty (30) consecutive working days will be posted in the manner permanent vacancies are posted, provided that in the case of sickness or accident the authority for the length of disability shall be a written report from the attending physician, Job bidding limitations provided for in ARTICLE 9 (i) will apply to temporary vacancies.
- (k) When it becomes necessary to train an employee or employees to fill a vacancy or vacancies the Company will post the opportunity to train in the same manner vacancies are posted in (i) of ARTICLE 1X. The Company will select the applicant or applicants on the same basis promotions are made in accordance with (i) of ARTICLE 1X.
- (l) Notwithstanding paragraph (a) above, an employee promoted to the position of Foreman on and after the date of this Agreement will cease to accumulate seniority. In the event such an employee is transferred back to the Bargaining Unit, his full seniority accumulated prior to his promotion to Foreman will be applicable only in cases of job bidding

and layoff. Seniority as defined in paragraph (a) above will apply in all other situations.

- (m) An employee who has been laid off or displaced from a job, and who subsequently successfully bids for another permanent job, will have one opportunity to elect to return to the job from which he was originally laid off or displaced in the event of an increase in the work force on such job.

ARTICLE X

Discharge Cases

- (a) In the event an employee shall be discharged from employment and believes he has been unjustly dealt with, such discharge shall constitute a case arising under the method of adjustment of differences herein provided. Should it be decided under the rules of this Agreement that an injustice has been done the employee with regard to the discharge, the Company agrees to reinstate such employee with regard to the discharge and pay full compensation at his prevailing rate for the time lost. In case of any such discharge the Company must be notified of the claim of the alleged wrongful discharge in writing and dated within **five (5)** working days, and the case shall be taken up promptly and diligent efforts made to dispose of it within **eight (8)** working days. It is understood that an employee who is absent from work for **six (6)** consecutive working days without having notified the Company of the reason for such absence will be properly considered as having terminated his employment with the Company. This is subject to grievance procedure.

- (b) Upon being notified of his discharge, it shall be the duty of the employee to leave his department and to go the employment office. The Chairman of the Grievance Committee or his deputy shall be immediately notified and he and one other member of the Grievance Committee shall be given the opportunity to review such discharge case with the employee and others before the records in the **employment** department are closed.
- (c) At the request of the Union any discharged employee may attend the third step grievance meeting at which his discharge is being considered. In such event the grievance meeting will be held at a neutral location with expenses, if any, to be shared equally between the parties.
- (d) The Company agrees to discuss any proposed disciplinary suspension with a union representative before taking such action, except in cases when the event occurs on the afternoon or night shift and no steward is present. In such cases the Company will meet promptly with the union representative on the next working day.

ARTICLE XI
Union Representation

- (a) There shall be a Shop Grievance Committee for the plant, consisting of not less than three (3) nor more than five (5) members, who must be and remain employees of the Company. The Committee shall present grievances as provided in Article XI 1 of this Agreement.
- (b) The Union agrees that it will advise the Company in writing of the name of the members of the Shop Grievance

Committee who have been **authorized** to act on behalf of the Union. If and when changes are made, the Union will **advise the Company of such changes. Grievance meetings** will be scheduled at 2:00 p.m.

- (c) The Company will permit the Shop Grievance Committee one (1) hour of consultation without loss of pay prior to the 2:00 p.m. grievance meeting.
- (d) Employees duly **authorized** to handle grievances and conduct negotiations shall be afforded the necessary time during regular working hours without loss of pay.

Any member of the Shop Grievance Committee, after giving notice to and receiving permission from his foreman, shall have the right to visit departments other than his own for the purpose of transacting the legitimate business of the Grievance Committee. Stewards shall have the same right for the purpose of handling grievances. Permission will not be unreasonably withheld and such committee member or steward would have the right to appeal to the Plant/ Manufacturing Manager. Meetings with the Plant/ Manufacturing Manager will be conducted between the hours of 7:00 a.m. and 2:00 p.m. or at other times if requested by the Union and if convenient. The Company will bear the cost of any meeting called by the Company which continues beyond the end of the shift.

- (e) Members of the Grievance Committee and members of the Negotiating Committee must have at least one (1) year seniority with the Company.

ARTICLE X11

Adjustment of Grievance

Any difference between the Company and the Union involving the meaning or application of the provisions of this Agreement shall constitute a grievance, as well as questions of discharge of employees as set forth in ARTICLE X above.

The Company shall be under no obligation to consider or process any grievance unless the grievance has been presented to the Company at Step 1 of the Grievance Procedure within fifteen (15) working days from the time the circumstances upon which the grievance is based were known, or should have been known, by the **grievor**.

There shall be no suspension of work on account of such grievances, but an earnest effort shall be made to settle it immediately in the following manner:

1. Between the aggrieved employee and the foreman, or at the employee's discretion, by a member of the Shop Grievance Committee and the foreman, the grievance being submitted in writing.
2. If the grievance is not satisfactorily settled by the foreman within twenty-four (24) hours, it shall be taken up by the Shop Committeeman and the Plant/ Manufacturing Manager.
3. If not satisfactorily settled by the Plant/ Manufacturing Manager, who shall reply to the grievance in writing, within two (2) working days, the Shop Grievance Committee shall present the case in writing to the management of the plant. The management of the plant shall arrange a meeting within

three (3) working days between the members of the Shop Grievance Committee and the representatives of management. Representatives of management may include the foreman, Plant/Manufacturing Manager and other executives designated by management. At this point the Union will be privileged to request the attendance of a representative of the International Union.

Management shall reply to the grievance in writing within ten (10) working days.

4. Failing settlement under Step 3, the matter shall be referred within thirty (30) days to arbitration by a board which shall be bound by the rules of this Agreement. One member shall be named by the Company, one by the Union, and a third who shall act as Chairman shall be named by mutual agreement of the two parties within five (5) days. In the event of failure to agree upon a third party, he shall be appointed by the Provincial Minister of Labour. The decision of the Board so constituted shall be binding upon both parties of this Agreement. Any expenses of the Chairman mutually agreeable to the parties hereto shall be borne and divided equally by the parties.
5. Notwithstanding any statement set forth herein, a Board of Arbitration in determining any dispute under the provisions of this Agreement shall not alter, modify or amend any part of this Agreement or make any decisions inconsistent with its provisions.
6. Any grievance relating to the interpretation or application of the Manual or to the establishment or application of an incentive plan shall be initiated in Section 3 of this ARTICLE.

ARTICLE X111

Management

It is understood and agreed to that all the rights, powers and authority exercised and held by the Company prior to the signing of this Agreement are retained by the Company, except those specifically abridged or modified by this Agreement.

Supervisors will not do work ordinarily performed by bargaining unit employees, except

- (a) Instruction and training of employees.
- (b) Emergency work necessary to maintain an uninterrupted flow of production.

ARTICLE X1V

Safety and Health

- (a) The Company agrees to continue to furnish healthful working conditions at **all** times and to provide adequate and modern devices with regard to safety and **sanitations**.

Whatever machinery and equipment the Company furnishes shall meet with all the required legal standards of safety and sanitation. Any recommendations or complaints under this Article will be the subject of negotiations under the procedure provided for in this Agreement. The Union agrees that it will endeavour to have its members observe all safety rules.

The Company agrees to conduct a regular monthly safety inspection, the inspection to be made jointly by the Company and the Union.

The Company agrees to pay an allowance of the full cost, up to a maximum of sixty dollars (~~\$60.00~~), to each employee toward the purchase of Company approved safety boots.

Such allowance will be paid not more than once per year. The Company will reimburse each employee on submission of his receipt showing purchase of **CSA** approved safety boots at a store of the employee's choice. Such agreement is conditional upon Union acceptance of a requirement that the wearing of such safety boots is mandatory for all plant employees.

- (b) If during the summer months the combination of high outdoor temperature and high humidity results in intolerable working conditions in any section of the plant, such conditions should be brought to the attention of management and the Union. The Company and the Union will investigate the working conditions and will conduct a poll among employees concerned to decide whether to temporarily shut down operations or to schedule work at a cooler time of day. Any decision so mutually reached shall be promptly communicated to the employees involved who will continue to work during such proceeding. If the decision is in favour of a temporary shut down of operations, any employee who desires to do so may continue to work if work is available and is approved by the management. If the decision is to continue to work, employees will comply with such decision. If the decision of the parties is to temporarily shut down operations, employees involved will be paid only for actual time worked. It is understood and agreed that the purpose of this procedure is not only to provide relief for employees in the event of extreme heat and humidity, but, also, to provide an alternative way in which the Company can obtain needed production. Temporary shutdown of operations under the

provisions of this clause on a day considered a qualifying day will not be considered an absence of those employees at work on that day for the purpose of qualifying for holiday pay under the provisions of ARTICLE V.

- (c) Any employee injured on the job shall be paid at his standard hourly rate for the balance of the full shift on which the injury occurred, if, as a result of such injury, the employee is sent home or taken to an outside hospital. The Company will make available suitable **transporation** for such injured employee.
- (d) The Company will provide, at no cost, approved prescription safety glasses to each employee every two (2) years or when his prescription changes.

ARTICLE XV

Union Bulletin Boards

The Company agrees to provide bulletin boards for the use of the Union at appropriate locations in the plant, on which the Union may post notices of its recreational and social affairs, notices of Union meetings, appointments, elections and results thereof. All such notices shall be counter-signed either by the Recording Secretary or President of the Union and be approved by the Plant/Manufacturing Manager before posting.

ARTICLE XVI

Leave of Absence

Upon written application, leaves of absence for a specified purpose and for a specific period, not exceeding one (1) year, may be granted to employees by the Company, in its discretion, without pay and without loss of seniority; Union to be notified of any leave of absence granted to any employee. Time off without pay and without loss of seniority will be granted

where practical upon request to Union Officers, Committeemen, and delegates for the purpose of conducting legitimate Union Business, providing reasonable notice is given to the Company, and the purpose for the request for "leave of absence" is stated.

ARTICLE XV11

Strikes and Lockouts

The Union agrees that there will be no interruption or impeding of the work, or stoppage, or strike, and the Company agrees that there will be no lockout during the term of this Agreement, and either shall constitute a violation of this Agreement.

ARTICLE XV111

General

The Union agrees that its members will obey the rules and regulations of the Company and will **recognize** that **the** Company has the right at any time to adopt reasonable rules and regulations if they are mutually agreeable.

The Company will print and provide the Union with a reasonable number of copies of the newly negotiated collective bargaining agreement.

Safety Policy and Plant Rules

Current Safety Policy and Plant Rules will be included as a separate part of the newly printed contract booklets so that this important information is readily available to employees.

Warning Slips

Warning slips with suspensions will be withdrawn from an employee's record after a period of two (2) years. All other warning slips will be withdrawn after a period of one (1) year except in those cases where the employee has received additional warning slips and/or suspensions within such one (1) year period.

ARTICLE XIX

Shift Premium

- (a) A shift premium of forty-five cents (.45) per hour will be paid to employees covered by this Agreement for all work performed between the hours of 3:00 p.m. and 11:00 p.m.; a shift premium of fifty cents (50) per hour will be paid for all work performed between the hours of 11:00 p.m. and 7:00 a.m.
- (b) Such premiums shall not be taken into account in computing overtime remuneration.

ARTICLE XX

Sunday Premium

- (a) A premium payment of forty-five cents (.45) per hour will be paid for all hours worked during the twenty-four (24) hour period following the start of the Day Shift on Sunday for those employees working on such Sunday on an overtime basis.
- (b) A premium payment of fifty-five cents (.55) per hour will be paid for all hours worked during the twenty-four (24) hour period following the start of the Day Shift on Sunday for those employees working on such Sunday at straight time during continuous operations of twenty (20) turns per week.

ARTICLE XXI

Jury Service and Crown Witness Payment

The Company will pay an amount equal to the difference

between the employee's regular rate of pay for the scheduled hours of work lost per day for the required period of jury service or Crown Witness appearance and the per diem allowance granted by the Court.

To be eligible for jury service or Crown witness payment an employee must:

- (a) Have completed his probationary period prior to serving or appearing.
- (b) Must give notice of his summons to the Company as soon as possible in advance of the date he is scheduled to serve or appear.
- (c) Provide appropriate proof of the dates and times served or in appearance and compensation received.
- (d) Request payment on forms provided by the Company.

ARTICLE XX11

Bereavement Pay

The Company agrees to pay an employee three (3) days pay for wages lost due to absence in the event of the death of an employee's close relative; a close relative of the employee to be defined as: wife, son, daughter, mother or father, sister or brother, mother-in-law, or father-in-law, grandmother or grandfather.

The Company will grant an employee one (1) day's regular work day of absence without loss of pay to attend the funeral of his son-in-law, daughter-in-law, sister-in-law, brother-in-law or grand child.

ARTICLE XX111

Insurance Schedule

The Company and the Union agree that during the life of this

Agreement the Company will provide the following insurance benefits by paying the full cost of the employee and dependent insurance premiums.

Life Insurance (employee only) -

Effective January 1, 1991 - \$30,000

Effective January 1, 1992 - \$31,500;

Effective January 1, 1993 - \$33,000.

Accidental Death and Dismemberment (employee only) -

Effective January 1, 1991 - \$30,000;

Effective January 1, 1992 - \$31,500;

Effective January 1, 1993 - \$33,000.

The monthly disability payment in the event of permanent total disability shall be \$275.00 per month.

Maintain the paid up life insurance coverage for employees who retire on and after January 1, 1983 at \$3,500.

Effective January 1, 1992 increase the coverage for employees who retire on or after January 1, 1992 to \$4,000. Effective January 1, 1993 increase the coverage for employees who retire on or after January 1, 1993 to \$5,000.

Sickness and Accident (employee only) - Effective January 1, 1991 increase the weekly indemnity benefit rate to a level equivalent to the Unemployment Insurance Commission (U.I.C.) maximum in effect at that time, payable for a maximum of fifty-two (52) weeks.

Coverage will be re-established upon return to work of the employee involved for two consecutive weeks for the same illness or disability. A return to work for one (1) full work day will re-establish the full period of coverage for any other type of illness or disability. Effective January 1, 1992 and January 1, 1993 increase the weekly indemnity benefit rates to levels equivalent to the U.I.C. maximums in effect on those respective dates.

Medical Insurance - employee and eligible dependants - Ontario Health Insurance Plan. Major Medical and Drug Plan - employee and eligible dependants - Blue Cross Extended Health Care as per Brochure EX-800-16(SP).

Dental Care - employee and eligible dependants - Blue Cross Plan 7 with Rider 1 and Rider 2 based on the 1990 Ontario Dental Association Schedule of Fees.

Effective January 1, 1992 upgrade to the 1991 ODA Fee Schedule;

Effective January 1, 1993 upgrade to the 1992 ODA Fee Schedule.

Family Vision Care - employee and eligible dependants - Blue Cross Vision Plan providing a maximum benefit of sixty dollars (\$60.00) per eligible employee and dependant each twenty-four (24) months.

Effective January 1, 1992, increase the maximum benefit to one hundred dollars (\$100.00) per eligible employee and dependant each twenty-four (24) months.

Enrollment

- (a) Employees will be enrolled in Life, Accidental Death and Dismemberment and Sickness and Accident Benefit programs on the day they complete sixty (60) days of probationary service or on the date they return from layoff if a regular employee.
- (b) Employees will be enrolled in OHIP and Blue Cross benefit programs on the first of the month following completion of sixty (60) days of probationary service or following return from layoff if a regular employee.
During a period of layoff the onus of payments rests with the employee. The necessary claim forms and other information pertaining to insurance may be obtained from the Plant Personnel Supervisor.
It is understood and agreed that any reduction in insurance costs during the life of this Agreement whether it be the Government's plan or a private plan has been **utilized** to offset to the extent possible the increased costs that will arise from these improvements in wages and benefits as set forth above.

ARTICLE XXIV

Union Security

- (a) All employees who, as of the date of this Agreement, are members of the Union in good standing in accordance with its Constitution and By-Laws and all employees who successfully complete the probationary period shall as a condition of their employment, maintain their membership in the Union in good standing for the duration of this Agreement and any renewal thereof.
- (b) The Company, upon receipt of a signed **authorization**, shall deduct from an employee who has completed thirty (30) days of employment, consecutive or accumulated, an amount equal to the regular monthly Union dues and remit same to the Union.
- (c) Such deduction shall be made from the **first** pay of each month and remitted to the Union at the current address on file with the Company on or before the 15th of each month.
- (d) An employee who works five (5) days in any month following completion of thirty (30) days of employment shall pay an amount equal to the Union dues that month.

ARTICLE XXV

Change of Address

All employees must immediately report in writing any change of address and/or telephone number to the Time Office.

ARTICLE XXVI

Pension

1. The employees will be entitled to a pension under the terms of the Pension Plan for Hourly-Paid Employees of Cold Metal Products Company, Ltd. dated August 1, 1987, (previously The Stanley Canada Pension Plan), dated January 1, 1978 herein called the Pension Plan, which becomes a part hereof, including the amendments, by reference. The Pension Plan is paid for in its entirety by the Company. A separate booklet outlining the provision of the Pension Plan is currently being prepared and upon completion will be available to employees upon request.
2. **Amendments to the Pension Plan.**
 - i) Effective 1.1.91 increase to the pension benefit rate from twenty-one dollars (\$21 .00) to twenty-three dollars (\$23.00) per month per year of service for all past, present and future service with Stanley Precision and Cold Metal Products Company, Ltd. for employees who retire on or after January 1, 1991.
 - ii) Effective 1.1.92 increase the pension benefit rate from twenty-three dollars (\$23.00) to twenty-five dollars (\$25.00) per month per year of service for all past, present and future service with Stanley Precision and Cold Metal Products Company, Ltd. for employees who retire on or after January 1, 1992.
 - iii) Effective 1.1.93 increase the pension benefit rate from twenty-five dollars (\$25.00) to twenty-seven dollars (\$27.00) per month per year of service for all past, present and future service with Stanley Precision and Cold Metal Products Company, Ltd. for employees who retire on or after January 1, 1993.

Provide a monthly temporary supplementary pension to be paid to an employee retiring after attaining age 62, and until attaining age 65, in accordance with the following schedule, multiplied by all past, present and future service with Stanley Precision and Cold Metal Products Company, Ltd.

DATE OF RETIREMENT	BENEFIT RATE
January 1, 1984 to December 31, 1986	\$9.00/mo./yrs. of service
January 1, 1987 to December 31, 1989	\$10.00/mo./yrs. of service
January 1, 1990 or later	\$11.00/mo./yrs. of service

The Pension Plan is contingent upon and subject to obtaining and retaining such approval of the Department of National Revenue as may be necessary to establish the deductibility for tax purposes of any and all contributions made by the Company under the Pension Plan. Any modification or amendment of the Plan may be made retroactively, if necessary, or appropriate, to qualify or maintain the Plan as meeting the requirements of any law or governmental regulation now in effect or hereafter amended or adopted, including any applicable provisions of Dominion and/or Provincial tax laws, as now in effect or hereafter amended or adopted, and the regulations issued thereunder.

3. Conflicts Between Pension Plan and Pension Plan Agreement

In the event of any conflict or any inconsistency between the provisions of The Pension Plan and the provisions of this Agreement, the provisions of this Agreement shall be controlling to the extent necessary to eliminate such conflicts or inconsistency.

4. Limitation of Personal Liabilities

No officer or representative of the Company or the Union shall incur any personal liability by reason of any act or omission in connection with the discharge of his responsibilities hereunder or under the Pension Plan except insofar as the same shall result from gross and wilful negligence on his part.

5. Term of Pension Plan

The Company agrees with respect to all bargaining unit employees that it will continue The Pension Plan without amendment during the term of this Agreement except to such extent as may be required to obtain and retain the Department of National Revenue ruling referred to above, or to meet the requirements of any law or governmental regulation, or unless mutually agreed by the Parties and the Company agrees further that from the effective date of The Pension Plan for the term of this Agreement that it will maintain The Pension Plan on an actuarially sound and currently funded basis.

During the term of this Agreement neither the Company or the Union shall demand any change in this Pension Agreement nor shall either party be required to bargain with respect to this Pension Agreement, nor shall a change in or

addition to any feature in this Pension Agreement be an objective of or be stated as reason for any strike or lockout or other exercise of economic force or threat thereof by the Union or the Company.

ARTICLE XXVII

Appendix

Attached hereto and forming part of this Agreement are the following appendices:

Appendix "A" -

Cooperative Wage Study (CWS.) Manual for Job Description, Classification and Wage Administration (dated January 26, 1954).

Appendix "B" -

Pension Plan

ARTICLE XXVIII

Anti-Inflation Board

If the application to the Anti-Inflation Board should be refused, whether by the Board, the Administrator or the Appeal Tribunal, the wage rates and benefits agreed upon herein shall nevertheless remain part of this Agreement and the maximum portion of those rates and benefits, which are at any time permissible under the law, shall be paid. Should the guidelines at any time be modified or amended to allow for a greater increase, then those increases shall be paid in accordance with this Agreement. If the guidelines should be subsequently withdrawn or repealed, then the rates of wages and other benefits provided for herein shall be fully and immediately implemented effective from such date and subject to any restrictions in any legislation amending such guidelines.



ARTICLE XXIX

Technological Change

When the Company purchases major new production equipment it will advise the Union of the anticipated date of installation and personnel needs so that the appropriate seniority provisions of the Agreement may be fully implemented.

When such new equipment replaces other production equipment the employees so displaced will be given the opportunity for training on other job assignments, including the new production equipment, in accordance with the seniority provisions of this Agreement.

ARTICLE XXX

Plant Closure

If it becomes necessary for the Company to discontinue permanently the total plant operation of Cold Metal Products Company, Ltd. in Hamilton, the Company will meet with the Union to consider any necessary arrangements required for an orderly and complete cessation of operations, including severance pay.

ARTICLE XXXI

Termination

- (a) This Agreement shall be in effect until 6:59 a.m., January 1, 1994, and thereafter shall be automatically **renewed annually** unless at least sixty (60) days prior to the termination of this Agreement either party shall serve upon the other written notice that it desires to terminate or make changes hereto, and to specify such change.
- (b) In the event of a proposed change, both parties hereto agree

to arrange a conference between them with a period of fourteen (14) days from the date notice was given for the purpose of discussing the proposed change *or* changes.

- (c) In the event that such conference fails to result in agreement, this Agreement will remain in full force and effect until the execution of a new Agreement.

SIGNED AT HAMILTON, ONTARIO,
this day of 1990.

FOR THE COMPANY

JACK WATSON

DOUG SWAYKOSKI

FOR THE UNION

JIM WILLIAMSON

JOHN HOSSZU

JOHN MILLAR

TOM CUTHBERT

STAN HMIEL

LES SIMONFFY

STANLEY PRECISION INC.

Head Office: Box 66, Station B
Hamilton, Ontario, Canada L8L 7V2
Telex: 061-7612 Telephone: (416) 544-2803

Quebec Division: 71Hymus Blvd.
Point Claire, Quebec H9R 1E2
Telex: 05-821636 Telephone: (514) 697-4962

January 27, 1976

**LETTER OF UNDERSTANDING
RE: ARTICLE XXIV - INSURANCE**

As we advised you, we believe we should maintain our weekly indemnity coverage with the current insurance carrier. To make such a change in carrier will result in increased costs which we cannot justify.

We will continue to advance weekly indemnity payments to employees who, after the acceptance of the initial claim, do not get cheques regularly from the insurance company through no fault of their own. In such a case the employee will on receipt endorse over to the Company those cheques representing money which he was advanced.

Very truly yours,

W.S. Greene,
Manager, Labour Relations a

STANLEY PRECISION INC.

Head Office: Box 66, Station B
Hamilton, Ontario, Canada L8L 7V2
Telex: 061-8712 Telephone: (416) 544-2803

Quebec Division: 71 Hymus Blvd.,
Pointe Claire, Quebec H9R 1E2
Telex: 05-821636 Telephone: (514) 697-4962

January 30, 1976

LETTER OF UNDERSTANDING

RE: ARTICLE III - HOURS OF WORK

This will serve to confirm the discussions we had during the course of negotiations concerning the possible future reduction of the work week to four (4) days.

We understood the problems created by the loss of business and reduced operations in the plant as it affected unemployment compensation and workmen's compensation payments following the reduced schedule.

In the future, if reductions in operating requirements as a result of diminished sales volume require the Company to consider reducing the work week to four (4) days or less, the Company will meet with and advise the Union of its operating requirements and forecasts.

The Company will consider suggestions the Union may put forth and jointly explore alternatives which might be available to fulfil the production schedules required at the time.

In any event, layoffs which take place will be in strict accord with the appropriate seniority provisions of the Collective Agreement.

Very truly yours,

W.S. Greene,

Manager - Labour Relations

STANLEY STEEL COMPANY LIMITED

Head Office: Box 66, Station B
Hamilton, Ontario, Canada L8L 7V2
Telex: 061-8712 Telephone: (416) 544-2803

Quebec Division: 71 Hymus Blvd.,
Pointe Claire, Quebec H9R 1E2
Telex: 05-821636 Telephone: (514) 697-4962

Hamilton, Ontario
December 11, 1978

LETTER OF UNDERSTANDING

RE: SHORT TERM TRANSFER

When it becomes necessary for the Company to transfer qualified employees from one job to another in order to maintain an uninterrupted flow of production on a priority unit, the Company will first make a concerted effort to fill the vacancy on an overtime basis before making such transfer.

Yours very truly,
STANLEY STEEL COMPANY LIMITED

J.D. Mathews
Plant Manager

October 27th. 1981

LETTER OF UNDERSTANDING

As we agreed in our recently concluded negotiations, we will include those items set forth below, as part of our collective agreement.

- (a) Post listings of absentees on sickness or compensation weekly.
- (b) Permit a steward to apply for a posting on behalf of an employee who is ill provided he has first obtained permission from such absentee and signs the application.
- (c) Assign a member of the Safety Committee to accompany a Ministry of Labour Inspector during plant tours, reporting the results to the Safety Committee at its next regular meeting.
- (d) Provide black hard hats for steward identification.
- (e) Print the Collective Agreement, provide the Union with a reasonable number of copies and distribute a copy to each employee.
- (f) Pay afternoon and night shift employees at 11:00 a.m. every Thursday.
- (g) Permit three (3) cars in plant for union-management meetings.
- (h) The Company will grant weekly pay when the computer is installed and programmed accordingly.
- (i) The Company will install a partition curtain in the present first aid room.
- (k) Employees posted for the first time to any job where the job description requires the use of a Micrometer (metric equivalent to one inch) or tape rule will be issued such micrometer or tape rule; after such issue the employee will be responsible for maintaining and/or replacing the micrometer or tape rule.

Yours very truly,

J.D. Batson

SAFETY POLICY PLANT RULES

It is the Policy of Cold Metal Products Company, Ltd. that all its operations shall be carried on with the fullest regard for the Safety and Health of its employees.

It is reasonable that all employees should expect to be provided with a proper place in which to work, proper machines and tools with which to do the job, and to be able to devote their energies to the work without danger to life and health. It is equally reasonable for the company to expect its employees to take the greatest care for their own Health and Safety and that of their fellow employees.

Only under such circumstances can the association between employee and employer be mutually profitable and harmonious. It is the desire and intention of this company to provide a safe work place, safe equipment, proper materials, and to establish and insist upon safe methods and practices at all times.

It is the basic responsibility of all those carrying executive authority to make the safety of human beings a part of their daily concern. This responsibility must also be accepted by each one who conducts the affairs of the company, no matter in what capacity he may function.

The Management's concept is not production and safety, it is safe production. When production with safety is achieved, production with efficiency is attained simultaneously. Safety is a production tool.

THEREFORE:

1. All levels of Management shall actively support the safety programme.

2. Every supervisor shall be directly responsible for the application of the safety programme in his own area.
3. All new employees shall receive **pre-employment** safety instruction.
4. All employees transferred to a different type of work shall be **re-instructed**.
5. Safety instruction shall be a continuing process throughout employment.
6. All levels of supervision shall by example, training and enforcement maintain a high level of safety discipline among the work force.
7. Personal protective equipment will be used in accordance with Safety Standards, and as directed by the supervisor or other **authorized** persons.
8. Comprehensive inspections of all facilities shall be made on a regular basis.
9. The correction of hazards shall be given priority.
10. Each supervisor shall immediately investigate every accident involving a medical aid or compensation injury and/or property damage within his area and submit a detailed report in writing to the safety supervisor for transmission to interested persons.

RESPONSIBILITY OF SUPERVISORS

Foremen are in direct contact with employees and are responsible for their safety. They must ensure that safe procedures and practices are developed and followed. They will assess hazards and take all necessary precautions.

Foremen will be responsible for the following:

1. Maintain a proper attitude towards safety by personal example.
2. Discuss safety with at least two of their employees every week.
3. Make regular inspections of tools and equipment being used by their employees and immediately remove from service any found defective.
4. Ensure the use by their employees of all personal protective equipment and safety devices.
5. Be responsible for housekeeping in their assigned areas.
6. No job shall be considered to be satisfactorily completed until all surplus and/or scrap material, tools, equipment, etc., have been removed from the site and returned to their proper places.
7. Be constantly alert in observing and correcting unsafe acts and conditions.
8. Instruct new employees in the proper safe procedure pertaining to the operation(s) to be performed.
9. Immediately investigate all compensation and medical aid injuries and property damage accidents and submit written reports to the safety supervisor.
10. Enforce all safety rules, regulations and practices issued by the Management and/or covered by the Industrial Safety Act.

RESPONSIBILITY OF EMPLOYEES

While it is the responsibility of Management to provide safe, healthy working conditions, it is the responsibility of each employee to conduct himself and perform his duties with the greatest care to avoid injury to himself and those working with him. Therefore, the following Safety Rules will be observed.

1. The practice of using compressed air lines to blow dust, etc., from one's clothing or body, or that of another employee is extremely dangerous. Such misuse of air lines is prohibited.
2. Wearing rings, watches, long ties, loose clothing can cause severe accidents and therefore should be avoided.
3. All machine guards and safety **devices** must be in place and correctly adjusted.
4. Repair or maintenance of tools and equipment **shall be** performed by **authorized** personnel only.
5. Only employees **authorized** by their respective supervisor shall use or operate any equipment or vehicle.
6. The instructions of supervisors or other **authorized** person regarding the use of safe clothing, personal protective equipment and specific safe working practices must be followed.
7. Report hazards or **dangerous** conditions **to supervisor** immediately.
8. Running is prohibited anywhere on Company property.
9. All injuries, no matter how small, must be reported **immediately** to your supervisor and to the First Aid.
10. Remove spills of oil or other substances promptly.

11. Keep walkways, runways, stairs, etc. clear of all material.
12. Store all hand tools in a convenient place off the floor of the work area.
13. All tools, whether personal or company owned, must be maintained in good working condition, (e.g. mushroomed chisels, cracked hammer handles, files without handles, etc. are not to be used).
14. Machines will be stopped and power switches or valves shut off and properly guarded before repairs or adjustments (other than normal running operations) are undertaken.
15. The wearing of safety hats, gloves (arm guards where specified), glasses and shoes on Company property is a condition of employment.
16. Do not reach into moving machinery in an attempt to remove parts, waste or otherwise correct abnormal conditions.
17. Follow all basic **health** and safety rules, if in doubt ask your supervisor.

CRANES AND HOISTS

1. Obey the detailed rules for the safe operation of cranes which are posted in all crane cabs.
2. No faulty cables or chains ever to be used for lifting.
3. Keep clear of crane loads.
4. In piling of steel, only hardwood to be used.
5. All material must be stacked in a safe and orderly fashion.

6. Do not walk or stand under loads being moved by **cranes**.
7. Do not adjust cables or chains after the lift starts.
8. Do not ride on crane loads.
9. Crane signals must be made by one man only. Signals must be the standard signals as shown on the inside of the back cover of this booklet.

ELECTRICAL HAZARDS

1. Only **authorized** personnel are allowed into power stations, substations, or motor rooms.
2. Stay clear at all times from high voltage lines.
3. Only **authorized** persons may make repairs to electrical apparatus.
4. When fuses are pulled - fuse pullers required.
5. All switch boxes to be locked while under repairs,

CAUTION

The above rules are those which we consider pertinent to our operation, but it must be kept in mind, that there may be other rules under the new Industrial Safety Act (1964) which apply to our operation and employees, copy of which is posted on the bulletin board.

PLANT RULES

It is the responsibility of the Company to maintain good order and discipline, to safeguard the personal welfare and property of all employees as well as the Company's. Therefore, the rules,

governing the conduct of employees while on Company property made for the protection of all. Any employee who commits or is involved in any of the following **offenses** shall be subject to disciplinary action.

1. Stealing.
2. Horseplay.
3. Fighting.
4. Reporting for work under the influence of and/or consuming alcohol or illegal/banned substances on Company property.
5. Wilful damage of Employee property or Company property.
6. Insubordination.
7. Sleeping during working hours.
8. Advocating trouble between Management, Employees and the Union.
9. Repeat absenteeism.
10. Failure to obey safety rules and practices.
11. Gross negligence.
12. Gambling.
13. Punching time card of other employee(s).
14. Smoking in **unauthorized** area.
15. Failure to wear safety hat, glasses, gloves, shoes and arm guards where specified.

November 22, 1990

MEMORANDUM OF UNDERSTANDING

1. In providing an add-on of \$1.00 to the Job Class 19 king paid to the Roller - Mill 6 for new responsibilities as Head Roller - Mill 6, the Company failed to follow the terms and provisions of Article 1 - Recognition of the Collective Agreement.
2. The company undertakes that the Standard Hourly Wage schedule set out in the Collective Agreement shall be maintained unless changed through the Co-Operative Wage Study (C.W.S.) process.

FOR THE UNION

Sam Swalle
John Horgan
Thomas Lyckhus
John Phillips
Stanley Smith

FOR THE COMPANY

J. Murphy
J. Smith

December 18, 1990

MEMORANDUM OF UNDERSTANDING

The Company will post for permanent job opportunities on M6, S21 and S12 and select the most senior applicant in accordance with Section IX (i) and (k).

The successful applicant will then hold the permanent posting and will be assigned to any future vacancy in the posted position.

FOR THE UNION

Sam S. Williams
John George
Thomas Luckhart
John Miller
Stanley Brice

FOR THE COMPANY

[Signature]
[Signature]

December 19, 1990

MEMORANDUM OF AGREEMENT

In scheduling annual vacations, the Company will grant three (3) continuous weeks of vacation entitlement to the five (5) most senior employees requesting such vacation leave up to a maximum of five (5) employees at any one time.

such requests must be made in accordance with the normal vacation Request process and notification of approval of such requests will be given no later than February 15th. of each Year.

Where greater than five (5) employees request extended leave, consideration will be given such requests based on (a) operating requirements and (b) seniority.

FOR THE UNION

Sam Sullivan
John Florzini
Thomas Leubert
John Miller
Stanley Briel

FOR THE COMPANY

[Signature]
[Signature]

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