

# COLLECTIVE AGREEMENT

between

SOURCE	Co		
WAGGON			
EFF.	94	01	01
TERM.	97	01	01
No. OF EMPLOYEES	109		
NOMBRE D'EMPLOYÉS	20		

**Cold Metal Products  
Company Ltd.**

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

and

**Local Union No. 4444**  
**United Steelworkers of America**



1994 - 1997  
AUG - 8 1994

0150305

**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")**

**1994 – 1997**

**ARTICLE I  
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 II  
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 III**  
**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 overtime.
- (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.
- (k) **Continuous Seven (7) Day, Twelve (12) Hour Shift Operation**  
The shifts shall be designated Shift A, Shift B, Shift C and Shift D. Provision to facilitate the continuous seven (7) day twelve (12) hour shift operations are as follows:
  - 1. This article will cover the following production and maintenance operations:
    - i) Operations - Mill 06, Roll Grinders and Material Coordinators.
    - ii) Maintenance - Industrial Mechanics, Plant Electricians and Pipefitters.
  - 2. a) The rate of pay will be twelve (12) times regular rate of pay per day and seven (7)

twelve (12) hours shifts in a two week period or 84 hours times regular rate of pay. Shifts commencing on Sunday will be paid at the regular rate of pay. 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.

- b) Pay periods will continue to be weekly with thirty-six (36) straight time working hours paid in one week and forty-eight (48) straight time working hours paid in the second week.
3. i) Statutory Holidays and Bereavement pay will be twelve hours at the regular rate of pay. Where an employee works on a Statutory Holiday he shall be paid double time plus twelve (12) hours for all hours worked. Bereavement shall be three (3) 12 hour days with pay, and time for approved Union business shall be on the basis of twelve (12) hour shift where the full shift is missed for such approved Union business.
    - ii) Jury Duty and Crown Witness pay will be made-up to twelve hours.
  4. Shift premium will be paid at the rate of fifty-cents (\$.50) for hours worked on the 7:00 p.m. to 7:00 a.m. shift.
  5. Sunday premium when the day shift starts on Sunday, shall be fifty-five (\$.55) for all hours worked.
  6. Call in and reporting pay will be six hours at the regular rate of pay.
  7. Vacation entitlement will be exercised in terms of scheduled work days with all hours taken counting towards total entitlement (i.e. 1 day equals twelve (12) hours) An employee who exercises three (3) twelve (12) hour shifts of vacation entitlement shall be entitled to four (4) hours pay at his regular rate. An employee who

exercises four (4) twelve (12) hour shifts of vacation entitlement shall be entitled to receive only pay for forty (40) hours at his regular rate. Payment of vacations - refer to ARTICLE VII.

8. Lunch periods will be two (2) periods of twenty (20) **minutes to be taken from 11:00 a.m. to 11:20 a.m.** and from **3:00 p.m. to 3:20 p.m.** on the **first** shift and from **11:00 p.m. to 11:20 p.m.** and from **3:00 a.m. to 3:20 a.m.** on the second shift.
9.
  - i) When an employee at the request of the Company, works on his scheduled days off, he will be paid time and one-half on his first scheduled day off, at double time for his second or third day off within a normal pay period.
  - ii) An employee will not be required to work his first day off to qualify for double time pay on his second or third day.
10. When an employee working continuous seven (7) days, twelve (12) hour shift operation schedule is **re-scheduled** to work Monday to Friday schedule. He will be paid 1-1/2 times for hours worked on the first Monday of Monday to Friday schedule. Provided his last day of work was the Saturday prior to the Monday start. Continuous seven (7) day, twelve ( 12) hour shift operation . . .  
**Example:**

	S	M	T	W	T	F	S
a)	off	W	w	off	off	w	w
b)	Monday to Friday (schedule)						
	M	T	W	T	F	S	S
	1.5 time (Monday only)						
11.
  - a) Where an employee works on a statutory holiday, he shall be paid double time plus twelve (12) hours for all hours worked.
  - b) In response to rotating days off, he will receive 12 hours pay when his **Birth**day falls on his scheduled off providing he is not

scheduled to work on his statutory holiday.  
Where in turn, overtime payment will be provided.

12. Weekly Indemnity (Sickness and Accident) Insurance will be **83%** of Job Class **01**.
13. Education and **Training** pay schedule on **12** hour shift operation will be as per example:  
One week training course - work schedule for the week: -  
Monday - 1st day off  
**Tuesday** - **2nd** day off  
Wednesday - 12 hours  
T h u r s d a y - 12 hours  
Friday - 1st day off  
Pay schedule: -  
Monday - 8.0 hours @1.5 times  
**Tuesday** - 8.0 hours @ double time  
Wednesday - 12 hours straight time  
T h u r s d a y - 12 hours straight time  
Friday - 8.0 hours @1.5 times

#### **ARTICLE IV** **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 overtime 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) Tie 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 at 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 Personnel Department, 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 preceding 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 General 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 from the General Supervisor.
- (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 shutdown 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, 1994
  - (a) The Standard Hourly wage Rate for Job Class 1 in effect at the Plant shall be **\$14.14**.
  - (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 Jan. 1, 1994 - twenty-four cents (.24)
    - effective Jan. 1, 1995 - twenty-four cents (.24)
    - effective Jan. 1, 1996 - twenty-four cents (.24)

2. (a) Effective on January 1, 1994 and subsequent thereto, the Standard Hourly Wage Scale of rates for the respective job classes shall be:

<b>JOB CLASS</b>	<b>STANDARD HOURLY WAGE RATE</b>
01	14.14
02	14.38
03	14.62
04	14.86
05	15.10
06	15.34
07	15.58
08	15.82
09	16.06
10	16.30
11	16.54
12	16.78
13	17.02
14	17.26
15	17.50
16	17.74
17	17.98
18	18.22
19	18.46
20	18.70
21	18.94
22	19.18
23	19.42
24	19.66

- (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, 1994 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, 1994 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, 1995 and subsequent thereto, the Standard Hourly Wage Scale of rates for the respective Job Classes shall be increased by thirty (30) cents per hour:

<b>JOB CLASS</b>	<b>STANDARD HOURLY WAGE RATE</b>
01	14.44
02	14.68
03	14.92
04	15.16
05	15.40
06	15.64
07	15.88
08	16.12
09	16.36
10	16.60
11	16.84
12	17.08
13	17.32
14	17.56
15	17.80
16	18.04
17	18.28
18	18.52
19	18.76
20	19.00
21	19.24
22	19.48
23	19.72
24	19.96

- (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, 1995 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, 1995 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, 1996 and subsequent thereto, the Standard Hourly Wage Scale of rates for the respective job classes shall be increased by thirty (30) per hour:

<b>JOB CLASS</b>	<b>STANDARD HOURLY WAGE RATE</b>
01	14.74
02	14.98
03	15.22
04	15.46
05	15.70
06	15.94
07	16.18
08	16.42
09	16.66
10	16.90
11	17.14
12	17.38
13	17.62
14	17.86
15	18.10
16	18.34
17	18.58
18	18.82
19	19.06
20	19.30
21	19.54
22	19.78
23	20.02
24	20.26

**STANDARD HOURLY WAGE RATE SCHEDULE  
1994 - 1996**

<b>Job Class</b>	<b>1993</b>	<b>1994</b>	<b>1995</b>	<b>1996</b>
1	13.84	14.14	14.44	14.74
2	14.08	14.38	14.68	14.98
3	14.32	14.62	14.92	15.22
4	14.56	14.86	15.16	15.46
5	14.80	15.10	15.40	15.70
6	15.04	15.34	15.64	15.94
7	15.28	15.58	15.88	16.18
8	15.52	15.82	16.12	16.42
9	15.76	16.06	16.36	16.66
10	16.00	16.30	16.60	16.90
11	16.24	16.54	16.84	17.14
12	16.48	16.78	17.08	17.38
13	16.72	17.02	17.32	17.62
14	16.96	17.26	17.56	17.86
15	17.20	17.50	17.80	18.10
16	17.44	17.74	18.04	18.34
17	17.68	17.98	18.28	18.58
18	17.92	18.22	18.52	18.82
19	18.16	18.46	18.76	19.06
20	18.40	18.70	19.00	19.30
21	18.64	18.94	19.24	19.54
22	18.88	19.18	19.48	19.78
23	19.12	19.42	19.72	20.02
24	19.36	19.66	19.96	20.26

(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, 1996 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, 1996 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 9 of this ARTICLE VIII. 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 VIII. The decision of the Arbitration 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, (hereinafter 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 herein 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 IX 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 **rehirings** 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 - 12 - up to thirty (30) working days

Job Classes 13 - 22 - up to ninety (90) 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 understood 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 employee 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, two (2) weeks notice of layoff.

All employees who have completed eighteen (18) months service will be given notice in accordance with the Employment Standards Act.

- (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 ninety (90) 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.
- (h) The Company and the Union agree for the term of this agreement that the President of Local 4444, the Chairman of the Union Job Evaluation Committee, and the Chairman of the Union Grievance Committee will have super seniority and will not be affected by the usual seniority provisions of layoff due to shortage of work, provided, however, that they can perform work that is available.
- (i) The Company agrees that when a permanent vacancy occurs in the plant, notice of such vacancy will be posted on the bulletin board for a period of three (3) working days prior to any appointments to such job. This provision shall apply only to jobs within the plant for which the Union is the bargaining agency. Employees will be given an opportunity to apply in writing for such vacancies. Employees' applications must be received by the Company during the three (3) working day posting period to be considered for the vacancy. The successful applicant will be notified three (3) working days after the expiry of the three (3) day posting period. The successful applicant must accept his new

job posting or go to the Labour Pool. In the event there are two (2) successful applicants for a job opening requiring more than one (1) man, the senior man will be assigned first. A successful applicant leaving a **posted job within two (2) calendar weeks of the notice** of the successful bid **will** be replaced by the next most senior candidate on that original posting.

Employees who have successfully bid on a job will not be considered for a job vacancy in a lower job class until they have completed the following service on such bid job:

1. Job Class 6 and below	3 months
2. Job Class 7 and 8	6 months
3. Job Class 9 and 10	9 months
4. Job Class 11 to 16	12 months
5. Job Class 17 and Over	24 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 IX. The Company will select the applicant or applicants on the same basis promotions are made in accordance with (i) of ARTICLE IX.
- (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 XII 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 XII**

### **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 General Supervisor.
3. If not satisfactorily settled by the General Supervisor, 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 Manager, Human Resources.

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/General Supervisor 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 XIII  
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 XIV  
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 ninety dollars (\$90.00), 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 transportation 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 XVII  
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 XVIII**  
**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 XXII**  
**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 grandchild.

**ARTICLE XXIII**  
**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 (active employee only) -  
Effective January 1, 1994 - \$34,000;  
Effective January 1, 1995 - \$35,000;  
Effective January 1, 1996 - \$36,000.

Accidental Death and Dismemberment (active employee only) -  
Effective January 1, 1994 - \$34,000;  
Effective January 1, 1995 - \$35,000;  
Effective January 1, 1996 - \$36,000.

The monthly disability payment in the event of permanent total disability shall be \$300.00 per month.

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

Maintain the paid up life insurance coverage for employees who retired on and after January 1, 1992 at \$4,000.

Maintain the paid up life insurance coverage for employees who retired on and after January 1, 1993 at \$5,000.

Effective January 1, 1994 increase the coverage for employees who retire on or after January 1, 1994 to \$5,500.

Effective January 1, 1995 increase the coverage for employees who retire on or after January 1, 1995 to \$6,000.

Effective January 1, 1996 increase the coverage for employees who retire on or after January 1, 1996 to \$6,500.

Sickness and Accident (active employee only) - Effective January 1, 1994 the weekly indemnity benefit rate to 83% of Job Class one (1), \$470.00/wk, payable for a maximum of fifty-two (52) weeks. Effective January 1, 1995 the weekly indemnity benefit rate to 83% of Job Class one (1), \$480.00/wk, payable for a maximum of fifty-two (52) weeks. Effective January 1, 1996, the weekly indemnity benefit rate to 83% of Job Class one (1), \$490.00/wk., payable for a maximum of fifty-two (52) weeks.

Coverage will be reestablished 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.

Medical certificates to be paid by Cold Metal Products Co. Ltd., for return to work only. (employee to bring in receipt)

Medical Insurance - employee and eligible dependants - Ontario Health Insurance Plan.

Weekly Indemnity/Statutory Holiday Pay - when on sick benefit the employee will be eligible for Statutory Pay providing he meets the requirements in Article V.

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 1992 Ontario Dental Association Schedule of Fees.

Effective January 1, 1994 upgrade to the 1993 ODA Fee Schedule;

Effective January 1, 1995 upgrade to the 1994 ODA Fee Schedule.

Effective January 1, 1996 upgrade to the 1995 ODA Fee Schedule

Family Vision Care - employee and eligible dependants - Blue Cross Vision Plan providing a maximum benefit of one hundred and twenty-five dollars (\$125.00) per eligible employee and dependant each twenty-four (24) months, for the life of this contract.

Early Retirement ~ those employees who retire between the age of 62 and 65 will be eligible for prescription drugs through the Plan. This applies to those who retire on or after January 1, 1994.

This benefit also includes the spouse of the retiring employee.

#### **Enrolment**

- (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 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 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 Human Resource Dept.

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 15<sup>th</sup> 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 Human Resource Dept.

**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 1.1.94 increase to the pension benefit rate from twenty-seven dollars (\$27.00) to twenty-nine dollars (\$29.00) 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, 1994**.

- ii) Effective **1.1.95** increase the pension benefit rate from twenty-nine dollars (**\$29.00**) to **thirty-one dollars (\$31.00)** 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, 1995**.
- iii) Effective **1.1.96** increase the pension benefit rate from thirty-one dollars (**\$31.00**) to **thirty-three dollars (\$33.00)** 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, 1996**.

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.

<b>DATE OF RETIREMENT</b>	<b>BENEFIT RATE</b>
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
January 1, 1994 or later	\$12.00/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 (C.W.S.) 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, 1997, 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 22 day of December, 1993

**FOR THE COMPANY**  
RON GRATTON  
MARTIN WHITLOCK

**FOR THE UNION**  
JIM WILLIAMSON  
JOHN HOSSZU  
PETER RIGBY  
NORMAN GRAHAM  
LES SIMONFFY  
JOHN HARPER

**COLD METAL PRODUCTS COMPANY**

Head Office: Box 66, Station LCD 1  
Hamilton, Ontario, Canada L8L 7V2  
Fax: 544-2957 Telephone: (905) 544-2803

Quebec Division: 71 Hymus Blvd.  
Point Claire, Quebec H9R 1E2  
Fax: (514)697-4069 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

**STANLEY PRECISION INC.**

Head Office: Box 66, Station B  
Hamilton, Ontario, Canada L8L 7V2  
Telex: 061-8712 Telephone: (905) 544-2803

Quebec Division: 71 Hymus Blvd.,  
Pointe Claire, Quebec H9R 1E2  
Telex: 05-82 1636 Telephone: (5 14) 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: (905) 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

**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 Human Resource Dept. 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.

December 18, 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.

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**

JAMES WILLIAMSON  
JOHN HOSSZU  
THOMAS CUTHBERT  
JOHN MILLAR  
STANLEY HMIEL

**FOR THE COMPANY**

J.W. WATSON  
D. SWAYKOSKI

November 22, 1990

**MEMORANDUM OF UNDERSTANDING**

1. In providing an add-on of \$1.00 to the Job Class 19 being 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 I - 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**

JAMES WILLIAMSON  
 JOHN HOSSZU  
 THOMAS CUTHBERT  
 JOHN MILLAR  
 STANLEY HMIEL

**FOR THE COMPANY**

D. SWAYKOSKI  
 J.W. WATSON

November 29, 1993

**MEMORANDUM OF UNDERSTANDING  
 REPLACE MEMORANDUM  
 OF DECEMBER 18, 1990**

The Company will post for permanent job opportunities on Mill 06, Slitter 2 1, Mill 0 1, Slitter 9 1 and Roll Grinder.

The company will select the most senior applicant in accordance with Section IX (1) 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**

PETER RIGBY  
 JAMES WILLIAMSON  
 NORMAN GRAHAM  
 JOHN HARPER  
 LESSIMONFFY  
 JOHN HOSSZU

**FOR THE COMPANY**

R. GRATTON  
 M.D. WHITLOCK  
 JOHN H. WATKIN

November 16, 1993

**MEMORANDUM OF UNDERSTANDING**

lb add Paragraph 3 (conflicts between Pension Plan and Agreement) to be inserted into Pension Plan Booklet. Cold Metal Products Co. Ltd., will ensure the above is in the new Pension Plan Booklets.

**FOR THE UNION  
LOCAL 4444**

JAMES WILLIAMSON  
NORMAN GRAHAM  
PETER RIGBY  
JOHN HOSSZU  
JOHN HARPER  
LES SIMONFFY

**FOR THE COMPANY  
- CMP**

R. GRATTON  
M.D. WHITLOCK

November 16, 1993

**MEMORANDUM OF UNDERSTANDING**

It is the objective of Cold Metal Products Co. Ltd. to provide a service to our employees' when collecting sick benefit. We will give each employee the option of having his sick benefit cheque mailed to his residence or as directed.

**FOR THE UNION  
LOCAL 4444**

JAMES WILLIAMSON  
NORMAN GRAHAM  
PETER RIGBY  
JOHN HARPER  
JOHN HOSSZU  
LES SIMONFFY

**FOR THE COMPANY  
- CMP**

R. GRATTON  
M.D. WHITLOCK



**MEMORANDUM OF UNDERSTANDING**

Cold Metal Products Co. Ltd. will ensure that all necessary documents clearly state **"ALL YEARS OF SERVICE" VS CREDITED SERVICE** i.e. - Pension Plan booklets and actuarial report, first paragraph should clearly state Cold Metal Products Co. Ltd. and Stanley responsibilities, Page 41 The Company would like the paragraph clarified.

**Stanley Precision is responsible for 18.00 dollars** of Cold Metal Products Pension. lb arrive at total monthly pension per employee between Cold Metal Products Co. Ltd. and Stanley Precision multiply per month per year of **service** for all **Past Present and Future Service**

**Example: (reflects January 01, 1993)**

Per Month	Years of Service
\$27.00	35 = \$945.00

**STANLEY PRECISION RESPONSIBLE FOR \$18.00  
COLD METAL PRODUCTS RESPONSIBLE FOR  
\$9.00**

**FOR THE UNION  
LOCAL 4444**

JAMES WILLIAMSON  
NORMAN GRAHAM  
PETER RIGBY  
JOHN HARPER  
JOHN HOSSZU  
LESIMONFFY

**FOR THE COMPANY  
- CMP**

R. GRATTON  
M.D. WHITLOCK

**MEMORANDUM OF UNDERSTANDING**

**VACATION (MAINTENANCE)**

One person from each of two of the Maintenance Trades, shall be given the opportunity to take vacation, during summer or Christmas shutdowns. Preference shall be given to the trades working a schedule of continuous operations. The Company will provide a rotating schedule detailing the two trades eligible for shutdown vacation.

**FOR THE UNION  
LOCAL 4444**

JAMES WILLIAMSON  
NORMAN GRAHAM  
PETER RIGBY  
JOHN HARPER  
JOHN HOSSZU  
LESSIMONFFY

**FOR THE COMPANY  
- CMP**

R.J. GRATTON  
M.D. WHITLOCK

## INDEX

Article	Page
1 Recognition .....	1
2 Discrimination .....	1
3 Hours of Work .....	2
4 Overtime .....	6
5 Statutory Holidays.....	8
6 Reporting Pay.....	9
7 Vacations with Pay.....	9
8 Wages.....	11
9 Seniority .....	21
10 Discharge Cases .....	26
11 Union Representation .....	27
12 Adjustment of Grievance.....	28
13 Management.....	30
14 Safety and Health .....	30
15 Union Bulletin Boards.....	32
16 Leave of Absence.....	32
17 Strikes and Lockouts .....	32
18 General .....	33
19 Shift Premium.....	33
20 Sunday Premium.....	34
21 Jury Service and Crown Witness Payment .....	34
22 Bereavement Pay.....	34
23 Insurance Schedule.....	35
24 Union Security .....	37
25 Change of Address.....	38
26 Pension.....	38
27 Appendix .....	41
28 Anti-Inflation Board.....	41
29 Technological Change .....	41
30 Plant Closure .....	42
31 Termination .....	42

Letter of Understanding Insurance.....	43
Letter of Understanding Hours of Work.....	44
Letter of Understanding <b>Short Term Transfer</b> .....	45
Letter of Understanding General.....	46
Safety Policy - Plant Rules.....	47
Responsibility of Supervisors.....	48
Responsibility of Employees.....	49
Cranes and Hoists.....	50
Electrical Hazards.....	51
Cautions.....	51
Plant Rules.....	51
Memorandum of Agreement.....	53
Memorandum of Understanding.....	54
Memorandum of Understanding.....	55
Memorandum of Understanding.....	56
Memorandum of Understanding Vacation (Maintenance).....	57

60,