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No. of EMPLOYEES	302		
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COLLECTIVE BARGAINING

CONTRACT

Between

UCAR CARBON CANADA INC.

and

**UNITED ELECTRICAL RADIO AND MACHINE
WORKERS OF CANADA
AND ITS LOCAL 523**

NOV - 5 1990

WELLAND, ONT.

**APRIL 1, 1990
TO APRIL 1, 1993**

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CONTRACT

This Collective Bargaining Contract made this 1st day of April 1990, between UCAR Carbon Canada Inc. Welland, Ontario, hereinafter called the 'Company' and the United Electrical, Radio and Machine Workers of Canada and its Local 523, hereinafter called the 'Union' for and in behalf of all employees to whom it applies.

WITNESSETH:

WHEREAS the undersigned representatives of the Union represent and warrant that they are duly authorized to execute this Contract in behalf of the United Electrical, Radio and Machine Workers of Canada and its Local 523 and all employees to whom it applies, and the undersigned representatives of the Company represent and warrant that they have authority to execute said Contract in behalf of the Company:

NOW, THEREFORE, the parties agree together as follows:

Article 1 PURPOSE

This Contract is undertaken to provide orderly collective bargaining relations between the Company and the Union, to secure prompt and equitable disposition of grievances, to assure efficient and uninterrupted production and to maintain mutually satisfactory conditions of employment for the employees covered by this Contract.

Article 2 RECOGNITION

SECTION 1

The Company recognizes the Union as the sole and exclusive collective bargaining agency for all employees on the hourly payroll of the Company at the Welland, Ontario plant except office employees, clerical and technical employees,

supervisors, security guards and stationary engineers

The term 'Employees', as used in this Contract, means the employees represented by the Union as above defined.

SECTION 2

The Company recognizes the Officers, Stewards and Committees of the Union as hereinafter set forth, for the purpose of collective bargaining with employees on all matters of wages, hours, conditions and terms of employment.

Article 3 RELATIONSHIP

SECTION 1

The Company agrees that there will be no discrimination, interference, restraint or coercion by the Company, or by any of its representatives, exercised or practiced with respect to any employee because of his membership in, or connection with, the Union.

SECTION 2

The Union undertakes to supply the Company with the names of its duly elected officers and representatives appointed or elected to perform any act in connection with this Contract, and the Company undertakes to supply the Union with the names of all its representatives who may be called upon to perform any act in connection with this Contract.

SECTION 3

It is agreed that when new employees are hired and before they commence **work**, one of four Union Officers (Shop Chairman, Deputy Shop Chairman, Chief Steward, or Deputy Chief Steward) shall have the permission of the Company to interview such new employees and present them with a copy of the Union Contract during a five minute period, the time and place to be designated by the Company. The Company is only obligated to notify one of the above Union Officers.

The Company agrees to deduct from the pay of each employee whether a member of the Union or not, an initiation fee

of \$2.00, if applicable, and such uniform weekly amount for Union dues as may hereafter be established by the Union in accordance with the terms of the Union's constitution. Written notice of a change in the amount of weekly dues shall be provided to the Company, by the Local Union, at least thirty (30) days in advance of the effective date of such change. All employees shall be required as a condition of employment to sign a deduction authorization on the agreed upon form attached to this agreement as Appendix F. The authorizations shall remain in force, subject to the conditions set forth in the authorization.

Dues deduction for new employees shall commence after 30 days' employment with the Company.

The Union agrees that there will be no intimidation or coercion exercised or practiced upon employees of the Company by any of its members or representatives. The Union further agrees that there will be no solicitation for membership or collection of dues on Company time, except as provided above.

SECTION 4

The Union shall submit to the Company a written statement signed by an officer of the Union listing the names of all employees who are members of the Union on April 1, 1990, and the names of employees who become members during the term of this Contract. Deductions shall be discontinued automatically for any such employee who is transferred out of the bargaining unit as defined herein.

It is understood and agreed that the Union will save the Company harmless from any and all claims which may be made against it by an employee or employees for amounts deducted from wages as herein provided.

Any dispute as to the Union membership of any employee, or as to intimidation or coercion of employees or as to solicitation of Union membership or Union funds on Company time except as provided in Section 3 above, shall be treated as a grievance under the Grievance Procedure of this Contract.

In the event that this Contract is automatically renewed for a further period of one year, the Union agrees to submit to the Company a written statement signed by an officer of the Union, listing the names of all employees who are members of the

Union fifteen (15) days after April 1st, 1993 and the names of employees who may become members subsequent to that date. All employees so listed shall pay the regular Union dues during such renewed Contract term in the same manner and to the same extent as provided in Article 3, Section 3, of this Contract.

SECTION 5

Employees who are outside the bargaining unit shall not perform the work of a bargaining unit employee except for the purpose of instruction, demonstration, experiment, or in an emergency.

Article 4 MANAGEMENT RESPONSIBILITIES

The Union recognizes that the functions of managing and operating the plant and of hiring and directing the working forces rest solely with the Company. These functions include but are not limited to, the right to hire, retire, promote, demote, transfer, lay off, discipline, and discharge for cause; the determination of the qualifications of an employee to perform work; the determination of the extent to which, and the methods by which, production operations shall, from time to time, be carried on; the making, publication and enforcement of rules for the promotion of safety, efficiency and discipline, and for the protection of the employees and the Company's plant, equipment, production and operation.

The exercise of these functions of Management shall be in accordance with the terms of this Contract and shall not be used for the purpose of discriminating against any employee because of his membership in, or connection with, the Union.

Article 5 HOURS OF WORK AND OVERTIME

SECTION 1

The normal working hours shall be eight (8) hours per day and forty (40) hours per week, but this shall not be con-

strued

(a) as a guarantee of any minimum working hours, or

(b) as a limitation of the number of working hours which the Company may arrange or require as conditions warrant or necessitate in the judgment of the Management.

SECTION 2

For the purpose of this Contract a 'day' shall be considered as the twenty-four consecutive hours beginning at 12 o'clock midnight, and a 'week' shall commence at 12 o'clock midnight Sunday night and end at 12 o'clock midnight the following Sunday night.

SECTION 3

Schedules of working hours shall be posted in the various departments. Any contemplated change in such schedule will be discussed with the Union before being put into effect.

SECTION 4

(a) Work performed in excess of eight (8) hours in any one day and/or shift, or forty (40) hours in any one week, shall be deemed overtime, and shall be paid for at the rate of time and one-half provided that both daily and weekly overtime shall not be paid for the same hours.

(b) Two times the employee's straight time hourly rate will be paid for all hours worked on the seventh consecutive 'day worked' in any week. In determining which days are to be considered 'days worked' the rules and definitions set forth in Appendix E attached to the signed copies of this Contract and made a part hereof shall be followed. Premium pay provided for in this Section 4(b) shall be paid in lieu of, and not in addition to, premium pay for overtime work.

(c) The Company shall, whenever possible, give twenty-four (24) hours' notice when overtime over the scheduled hours is to be worked.

(d) Overtime shall be divided as equitably as practical among employees performing a similar class of work.

(e) In the event that an employee is the successful applicant for a classification, bumps into a classification or is bumped to a temporary classification but is held in his old clas-

sification, such employee will be entitled to share in the overtime in his old classification until transferred to his new classification.

(f) An employee who works overtime shall not be required to take time off to offset such overtime.

SECTION 5

In any case where an employee is required to work on his regularly scheduled day or days off or outside his regularly scheduled hours of work, he shall be paid at the rate of one and one-half times his regular straight time hourly rate for all time worked on such day or days, provided he works the remainder of his work schedule, if any, during the same week, unless the Company is satisfied his failure to do so is solely the result of one or more of the following:

- (i) the employee's illness;
- (ii) the employee's injury;
- (iii) serious misfortune or other circumstances completely beyond the employee's control;
- (iv) failure of the Company to provide work;
- (v) when the employee has obtained leave of absence.

Hours worked which are paid for at the rate of one and one-half times his regular straight time rate under this Section shall not be counted in determining whether the employee worked more than forty (40) hours in the same week.

It is understood that work performed under this Section for which an employee is entitled to a greater rate of earnings under any other provisions of this Contract shall be paid for at such greater rate in lieu of but not in addition to the rate provided for in this Section. In any case where an employee who performs work under this Section is entitled to a rate of earnings under any other Section of this Contract which is equal to the rate of earnings provided for in this Section he shall be paid such rate of earnings under one Section or the other but not both, except that if an employee is required to work on his regularly scheduled day off and such day is one of the statutory holidays listed in Section 1 of Article 6, then the employee will be paid time and one-half for all hours worked plus statutory holiday allowance.

SECTION 6

(a) A rate of one and one-quarter times the regular straighttime hourly rate will be paid to all employees scheduled to work on Saturday.

For the purpose of this section, 'Saturday' shall mean the twenty-four hour period beginning at 12 o'clock midnight Friday night and ending 12 o'clock midnight Saturday night.

(b) A rate of one and one-half times the regular straight time hourly rate will be paid to all employees scheduled to work on Sunday.

For the purpose of this section, 'Sunday' shall mean the twenty-four hour period beginning at 12 o'clock midnight Saturday night and ending 12 o'clock midnight Sunday night.

SECTION 7

The Company recognizes the desirability of scheduling time worked from Monday through Friday of each week and agrees to make every effort consistent with production requirements to schedule hours of work during such days for as many employees as is reasonably practicable. It is understood the nature of the Company's operations is such that many employees cannot be scheduled during such five days and different schedules may be arranged as operating conditions and production requirements demand, but such schedules will be held to a minimum. However, the final determination of work schedules rests with the Management.

SECTION 8

The Company agrees to provide a meal to employees who work two (2) or more hours of overtime continuous with their regular shifts. Employees who are required to work sixteen (16) consecutive hours originating on the 12 - 8 shift will be provided with a meal at the end of the first eight (8) hour shift and a second meal midway through the second eight (8) hour shift.

SECTION 9

An employee required by the Company to change his shift schedule, with the change resulting in less than fifteen (15) hours between schedules, will be paid one and one-half (1 1/2) times his basic hourly rate for the first eight (8) hours worked on

his new schedule. This provision shall not apply if the change in shift schedule is the result of a request by an employee or if his last shift worked prior to the change was fully paid as overtime hours.

ARTICLE 6 HOLIDAYS

SECTION 1

The following days or days observed therefor shall be recognized as paid holidays: New Year's Day, Good Friday, Victoria Day, Dominion Day, Civic Holiday, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day and two additional holidays. In the event Heritage Day is proclaimed as a Statutory holiday, one of the existing additional holidays will be used as Heritage Day. The Company shall meet with the Union in advance to discuss the placement of the additional holidays in and around the Christmas and New Year's area, if possible. However, the final determination of the additional holidays rests with the Management.

It is understood that a specified holiday as listed above shall be observed on the day on which the holiday occurs, except that if such a holiday occurs on a Saturday, it shall be observed on the preceding Friday, or if such a holiday occurs on a Sunday, it shall be observed on the following Monday.

SECTION 2

It is the intent of the Company to protect employees against the **loss** of straight time pay on the holidays listed in Section 1 of this Article.

An employee shall qualify for such holiday pay:

(a) Provided the employee is available for work on his regularly scheduled working day immediately preceding the holiday and his regularly scheduled working day immediately following the holiday. Absence on all or part of either one or the other of these days will be excused:

(i) if the Company is satisfied that such absence is due to the employee's illness or injury and the employee is not collecting sickness and accident benefits on the day of the holiday; or

(ii) if the employee has obtained permission to be absent. Permission will not be withheld on any reasonable basis.

(b) Provided the employee works on the holiday if required to do so by the Company, unless the employee obtains a replacement from within the department satisfactory to the Company (and gives the Company advance notice), or unless the Company is satisfied his failure to do so is solely the result of one or more of the following:

- (i) the employee's illness;
- (ii) the employee's injury;
- (iii) serious misfortune or other circumstances completely beyond the employee's control.

SECTION 3

When an employee works on any of the holidays enumerated in Section 1, he shall be paid at the rate of one and one-half times his straight time hourly rate in addition to his holiday allowance. A non-scheduled employee who is called by the Company to perform work on a holiday and receives two hours or less notification before the starting time of such work, shall receive two (2) hours' pay at his straight time hourly rate, plus two times his straight time hourly rate for all hours worked in addition to his holiday allowance.

SECTION 4

If a recognized holiday, as described in Section 1 of this Article, occurs during an employee's scheduled earned vacation, he will be entitled to an additional day off, which must be either the employee's scheduled shift immediately prior to his vacation, or his scheduled shift immediately following his vacation, provided the employee notifies the Company at least twenty-one (21) days prior to commencing his vacation, which day he wishes to have off.

Article 7 REPORTING FOR WORK

SECTION 1

(a) An employee who reports for work on his regular shift and has not been notified by the Company not to so report

shall receive not less than four (4) consecutive hours' work, and paytherefor, or not less than four (4) hours' pay, at the discretion of the Company. This provision shall not apply in the event strikes, stoppages, or interferences with work in connection with labour disputes, catastrophes, or failure of public utilities interfere with work being provided.

(b) Failure of any employee to keep the Employee Relations Department informed of his current address and telephone number (if any) shall relieve the Company from its responsibility in regard to the above guarantee as applied to that employee.

SECTION 2

Penalty for lateness shall be in units of one-tenth of an hour.

SECTION 3

(a) If an employee who has left the plant premises is called by the Company to perform work and such employee receives two (2) hours or less notification before the required starting time of such work, he shall receive two (2) hours' pay at straight time hourly rates, plus one and one-half times his straight time hourly rate for all hours worked outside his regularly scheduled hours, as overtime pay. It is agreed that a minimum of four (4) hours' pay at straight time rates shall be paid for such call-in.

(b) An employee who has left the plant premises and is required to perform scheduled overtime shall receive a minimum of three (3) hours' pay at straight time hourly rates if he has been given in excess of two (2) hours' notice of such overtime.

SECTION 4

An employee who fails to report for work or to make satisfactory explanation to the Company for his absence during ten (10) consecutive working days of his regular working schedule shall be considered a voluntary quit and shall lose his seniority rank.

Article 8
WAGES

SECTION 1

Effective on the dates shown, the following wage scales will apply :

Labour Grade	Effective April 1,90 \$	Effective April 1,91 \$	Effective April 1,92 \$
1	15.56	16.26	16.91
2	15.76	16.47	17.13
3	16.02	16.74	17.41
4	16.28	17.01	17.69
5	16.54	17.28	17.97
6	16.80	17.56	18.26
7	17.06	17.83	18.54
8	17.37	18.15	18.88
9	17.68	18.48	19.22
10	18.04	18.85	19.60
11	18.41	19.24	20.01
12	18.77	19.61	20.39
13	19.14	20.00	20.80
14	19.50	20.38	21.20

SECTION 2

(a) The wage rates for new or changed jobs established by the Company during the term of this Contract shall be added to the wage schedule.

(b) It is further agreed that no grievance will be filed or processed on behalf of an employee alleging a wage rate inequity during the term of this Contract, except such grievances as may arise under Section 2 (a) above.

SECTION 3

It is hereby agreed that employees who perform work on evening or night shifts, as defined, will receive a shift premium in accordance with the following:

'Day Shift' -Any shift on which work is scheduled to begin at various times between 6:30 a.m. and 9:30 a.m.

and any employee who works on a shift starting between these hours will be considered as working the 'day shift'.

'Evening Shift' - Schedule to begin at various times between the hours of 3:00 p.m. and 6:00 p.m. and any employee who works on a shift starting between these hours will be considered as working the 'evening shift'.

'Night Shift' - Schedule to begin at various times between the hours of 11:00 p.m. of one day and 2:00 a.m. of the succeeding day, and any employee who works on a shift starting between these hours will be considered as working the 'night shift'.

(a) Employees who work on a 'Day Shift' shall not be paid a shift premium.

(b) Employee who work on an 'Evening Shift' shall receive a premium of forty (**40**) cents per hour for all time worked during the shift.

(c) Employees who work on a 'Night Shift' shall receive a premium of sixty (**60**) cents per hour for all time worked during the shift.

(d) An employee who is scheduled to work on a shift which begins at some hour not included in the starting hours of the 'day', 'evening', or 'night' shifts, as defined in this Section, shall receive a premium proportional to the hours worked in each shift calling for a premium, considering as the dividing line between the shifts the earliest starting hour of the next succeeding shift into which the working time extends.

(e) An employee who by reason of working overtime hours following the regular shift shall receive the shift premium, if any, which is applicable to the hours actually worked.

Article 9 VACATIONS

An employee shall receive a vacation with pay (during the vacation season) in accordance with the following schedules:

1. An employee must complete 1 year of Company Service Credit to attain initial vacation eligibility. After attain-

ment of such eligibility and during the remainder of that calendar year, he shall receive 2 weeks of vacation.

2. During the calendar year in which an employee completes 2 years of Company Service Credit, he shall receive 2 weeks of vacation.

3. During calendar years in which an employee completes from 3 to 9 years of Company Service Credit, he shall receive 3 weeks of vacation.

4. During calendar years in which an employee completes from 10 to 19 years of Company Service Credit, he shall receive 4 weeks of vacation.

5. During calendar years in which an employee completes from 20 to 29 years of Company Service Credit, he shall receive 5 weeks of vacation.

6. During calendar years in which an employee completes 30 or more years of Company Service Credit, he shall receive 6 weeks of vacation.

7. An employee with 10 or more years of Company Service Credit may carry forward to the succeeding year 1 full week of Current Year Vacation. An employee with 20 or more years of Company Service Credit may carry forward 1 or 2 full weeks of Current Year Vacation to build towards a maximum accumulation of 3 weeks carried forward vacation credit. An employee with 30 or more years of Company Service Credit may carry forward 1, 2 or 3 full weeks of Current Year Vacation to build towards a maximum accumulation of 6 weeks carried forward vacation credit; in accordance with the Vacation Plan - Hourly Employees attached hereto and made part hereof as Appendix B.

Article 10

SENIORITY

SECTION 1

(a) The principle of seniority shall apply as set forth in this Article 10 in cases of promotion, demotion, transfer, lay off and recall, in connection with jobs covered by this Contract, subject to the ability to perform the work. There shall be no discrimination in applying this provision.

(b) When it is necessary to fill vacancies in any department such vacancies will be filled by conducting a poll, in order of seniority, of all employees classified in the department who applied for the vacancies.

Upon completion of this polling process the resultant vacancies shall be posted on the bulletin boards at the two plant entrances for a period of four (4) full working days. Employees applying for such vacancies must do so on the forms provided. The employee with the greatest plant seniority who applied for such vacancy shall be placed on the job providing he is qualified to perform the necessary requirements of the job.

Employees wishing to withdraw their application for a vacancy must do so, in person, to the Human Resources Department before the posting period expires.

When a vacancy is filled or when an employee bumps into a classification in which there is more than one shift schedule in operation the senior employees in that classification will have the right to select the shift schedule of their choice.

Employees will be limited to qualifying for five (5) such job vacancies per contract year. This limitation shall not apply to bumping during reductions in force or to increases in force.

(c) Temporary vacancies are vacancies caused by authorized leave of absence, sickness, vacations, job posting period and job assignments which last thirty-one (31) days or less. Such temporary vacancies which last seven (7) days or less shall be filled by qualified employees as assigned by the foreman. In the case of temporary vacancies which last eight (8) to thirty-one (31) days inclusive, the initial vacancy only shall be filled by a qualified employee in the department and on the shift concerned giving preference to seniority, provided that the employee indicated his interest in the temporary opening and provided the assignment does not interfere with the normal operation of the department involved.

Temporary vacancies, as outlined above, that exceed thirty-one (31) days, or are anticipated to exceed thirty-one (31) days, shall be considered as temporary jobs. The initial vacancies shall be filled by conducting a poll, in order of seniority, of all employees classified in the department who applied for such vacancies. In the event that no employee from within the department accepts the vacancy such vacancy shall be posted

on the bulletin boards at the two plant entrances for a period of four (4) full working days. Employees applying for such vacancies must do so on the forms provided. The employee with the greatest plant seniority who applied for such vacancy shall be given first opportunity for the job providing he is qualified to perform the necessary requirements of the job and it is practical to release him from his current classification. When it is necessary to assign employees to jobs outside of their regular department on a temporary basis, the Company will make a reasonable effort to assign employees on a reverse departmental seniority basis, provided such assignments do not interfere with the normal operation of the department involved.

(d) When the selection of applicants is completed, the Company will provide the Department Steward with a copy of the new department manning resulting from the polling process and shall post a list of those who applied for the interdepartment job postings, setting out their seniority standing and indicating the employee or employees selected for the job, on the job posting boards at each of the two plant entrances.

(e) When it is necessary for the Company to cancel a job posting or reduce the number of vacancies on a posting, the reason for such cancellation or reduction will be provided on the job posting notice

SECTION 2

(a) Seniority rank of an employee shall be based on the seniority date established as of March 7, 1962, and shall be continuous thereafter unless the employee quits, is discharged, or for any other reason loses his prior service credit. This section applies to seniority rank only and in no way effects the Service Credit Rules of the Company which are attached hereto as Appendix C.

(b) Employees shall acquire seniority rank when they have accumulated three (3) months of Company Service Credit in accordance with the Service Credit Rules of the Company.

(c) An employee who loses his prior service credit under the Service Credit Rules of the Company shall lose his seniority rank unless otherwise provided in this Contract.

(d) Union Officers, members of the Grievance Committee and Department Stewards with one year or more of plant

seniority shall be exempt during their terms of office from seniority provisions of this Contract in connection with lay off on account of reduction in force only and no Department Steward shall be moved out of his department during his term of office except with his consent.

For the purpose of this section, Union Officers shall be defined as Local President, Local Secretary, Local Treasurer, Shop Chairman, Deputy Shop Chairman and Shop Secretary.

SECTION 3

(a) The Company shall maintain a Seniority List and a Recall List and such lists shall be available at all reasonable hours to the employees and the Union. The Seniority List shall show each employee's plant and departmental seniority rank.

(b) The departmental seniority groupings shall be based on the following list:

DEPT. NUMBER	DEPARTMENT NAME
112	Crushing Department
121	Extrusion Department
124	Mill, Mix and Forming Department
130	Conventional Baking Department
140	Carbottom Baking Department
150	' A Graphitizing Department
160	' E Graphitizing Department
181	Machining Department
304	Auxiliary Department
327	Maintenance Department
331	Yard Department
342	Stores Department
347	Traffic Department
354	Inspection Department
455	Shipping Department

SECTION 4

(a) The Company and the Union agree that if and when it becomes necessary to change the normal hours of work to spread employment the working schedule may be changed to

permit efficient operation of the plant, but in no case shall the hours be reduced below thirty-six (36) per week in applying the provisions of this sub-section.

(b) If it becomes necessary to reduce the working force, the Company shall, subject to the provisions of this Section 4, take the following steps or such of them as may be deemed necessary in the order designated:

First Step - Eliminate or reduce overtime to the extent possible.

Second Step - Lay off such number of employees as may be necessary from among those who have not acquired seniority rank. If there are no such employees, or if further reduction is necessary, the surplus employees having less than twelve (12) months' plant seniority shall be transferred out of their department in accordance with their department seniority rank or laid off in accordance with their plant seniority rank.

Third Step - If further reduction is necessary after all employees with less than twelve (12) months' plant seniority have been transferred out of their departments or laid off, the Company may reduce the working hours if and to the extent agreed upon by the Company and the Union and, or shall transfer out of their departments such further number of employees as may be necessary in accordance with their departmental seniority rank or layoff such employees in accordance with their plant seniority rank.

(c) An employee who is displaced from his regular job due to a reduction in force shall have the right to go into any job in that department which his seniority and ability will allow him to claim. If not so placed, the employee shall be assigned to a job in the same department that becomes vacant by removing the employee with the least seniority from the department. An employee reduced out of a department in accordance with this Section 4(c), shall have the right to claim one of the following if he has the seniority and qualifications to do so:-

(i) Any job on which he has been classified or qualified as shown on his personal record cards, during the previous six calendar years.

(ii) Displace an employee with the least seniority in the department of his choice. In the event the Department Steward is the employee with the least departmental

seniority, he may displace the Steward or the employee with the next lowest departmental seniority.

(iii) Select a vacancy in any department where the vacancy was caused by an employee being laid off.

(iv) One of the following classifications in the Maintenance Department:

Control Room Operator

Maintenance Utilityman

Building Maintenance Labourer

Truck Driver

An employee displaced from his classification as in (i) above, must select a job in his department if he has the seniority and ability to do so. In all instances, the junior employee is reduced from his department. Employees who are retained by the Company but do not hold a permanent classification shall be considered temporary employees.

Vacancies occurring during the 'bumping' process which are not a result of a reduction in force shall be immediately polled and posted.

(d) When it is announced that a department is to be permanently closed the employee(s) displaced will be allowed to claim any other classification in the plant provided he has the seniority and qualifications to do so. Other employee(s) associated with the closure will be identified and the junior employee(s) in such classifications will be considered the same as employee(s) of the closed department. Other employee(s) subsequently displaced will be entitled to these same rights.

(e) When a classification is eliminated, the employee(s) displaced will be allowed to claim any other classification in the Plant provided he has the seniority and qualification to do so. Other employee(s) subsequently displaced shall claim another **job classification(s)** in accordance with Section 4(c) of this Article.

(f) **An** employee who is displaced from his regular job due to a re-alignment within his own department shall have the right to displace the junior man in that department or to select a vacancy created.

(g) The procedure for reduction in working forces or curtailment of work as set forth in this Section 4 shall not apply

to any temporary suspension of work arising from an emergency situation such as fire, equipment failure, material shortage, etc.

(h) The Company shall give the Union such advance notice of any general reduction in force or temporary suspension of work as is possible.

(i) Lay off allowance for employees laid off on account of reduction in force shall be in accordance with the Lay Off Allowance Plan attached hereto as Appendix D.

The parties agree that the steps outlined above in this Section 4 set forth the basic principles applicable to reduction in the working forces and in operations, and permit different schedules of working hours in the various departments as necessitated by the process or operations involved and the fluctuations in production.

SECTION 5

(a) When production is increased following a lay off and decrease in working hours, the working hours shall first be restored to the standard schedule of hours before laid off employees are rehired for such operations.

(b) When there is an increase in the working force in any department in which the working force had previously been reduced, the employees who were retained in the department previous to the increase in the working force will have the first opportunity to the re-opened jobs commensurate with their seniority. The vacancies will be filled by conducting a poll, in order of seniority, of all employees classified in the department who applied for such vacancies.

Upon completion of this polling process the resultant vacancies shall be posted as an increase in force at both plant entrances for a period of four (4) full working days. Employees applying for such vacancies must do so on the forms provided.

(c) The employees outside the department in which the increase in force takes place shall have the right to the remaining vacant jobs commensurate with their seniority.

(d) Vacancies in any department created by an increase in force will be filled in accordance with Section 1 (b) of this Article.

(e) When additional personnel are required the Com-

pany will recall former employees on the recall list before hiring new employees. Such employees, including new hires and those employees identified in Section 4 (c) of this Article 10, shall be considered temporary until they obtain permanent classification status through the job posting procedure. All temporary employees can bid on permanent job postings. In the event a permanent posting is not satisfied the senior temporary employee(s) will be assigned to fill the vacancy(s). Time spent while a temporary employee on any job will not be considered for qualification purposes.

(9) Failure of a laid off former employee to report for work, or to make satisfactory arrangements with the Company within five (5) days after personal notification to such employee or after written notification to such employee by registered mail, telegraph, or messenger, has been sent by the Company to his last known address, shall be considered as a declination of an offered job and he shall be dropped from the Recall List.

(g) In case a laid off former employee has been removed entirely from the Recall List and he is later rehired, he shall be considered as a new employee for seniority purposes. The Company shall not employ laid off former employees who are not on the Recall List or new employees until all former employees on the Recall List who are qualified to fill such vacancies have been offered them provided, however, that no laid off employee shall be retained on the Recall List:

- (i) for more than four (4) years if he has less than five (5) years seniority;
- (ii) for more than five (5) years if he has five (5) years or more seniority.

(h) A laid off former employee on the Recall List who satisfies the Company that he is not available for offered re-employment when his services are required, due to conditions beyond his control, but does not decline such offer, shall not lose his place on the Recall List. However, the Company shall be free to offer the available work to others on the Recall List in accordance with their plant seniority. If such employee does not notify the Company of his availability for re-employment within ninety (90) days from the time he is called, he shall be dropped from the Recall List.

SECTION 6

(a) Nothing in this Contract shall restrict the plant management in any way in the transfer or promotion of employees to supervisory positions or to other positions not covered by this Contract. Employees so transferred or promoted on a permanent basis shall, in addition to retaining their current seniority, continue to accumulate seniority during such employment for a further period of one (1) year, from the date of such promotion or transfer.

(b) Vacancies resulting from the transfer or promotion of employees to a position outside the bargaining unit for a temporary period of thirty-one (31) days or less shall not be posted. Employees so transferred or promoted shall return to their former jobs on completion of their assignment.

(c) Vacancies resulting from the transfer or promotion of employees to a position outside the bargaining unit for a temporary period that exceeds thirty-one (31) days, or is anticipated to exceed thirty-one (31) days, shall be considered as temporary vacancies and such vacancies shall be filled in accordance with Section 1(c) of this Article. Employees so transferred or promoted shall return to their former jobs on completion of their temporary transfer or promotion.

(d) Employees transferred or promoted to a position outside the bargaining unit for a temporary period that exceeds ninety (90) days shall be considered as temporary transfers or promotions but the vacancies created by such transfer or promotion shall be considered as permanent vacancies and shall be filled in accordance with Section 1(b) of this Article.

(e) Employees temporarily transferred or promoted to positions outside the bargaining unit as outlined in sub-section (b), (c) and (d) of this Section shall, in addition to retaining their current seniority, continue to accumulate seniority during such temporary promotions or transfers to a maximum accumulation of one (1) year. If an employee who accumulated seniority while in a temporary position outside the bargaining unit is subsequently permanently promoted or transferred to a position outside the bargaining unit, he shall apply one half of the seniority accumulated while in such temporary positions towards the additional one year accumulation of seniority entitlement applicable to such permanent transfer or promotion under paragraph

(f) If it becomes necessary for an employee, transferred or promoted on a permanent basis as outlined in subsection (a) of this Section, or transferred or promoted on a temporary basis in excess of ninety (90) days as outlined in subsection (d) of this Section, to return to the bargaining unit, such employee shall be entitled to the highest rated classification for which he is qualified provided he has greater seniority than that of the employee of the lowest seniority in such classifications in the department from which he was promoted.

SECTION 7

An employee elected or appointed by the Union and, or its parent body to full-time Union work shall, on written request of the Union, be granted leave of absence, without pay, for the term of the office but not to exceed one year unless otherwise mutually agreed by the parties, and such employee shall accumulate seniority during such leave of absence.

SECTION 8

Employees elected or appointed as delegates to conventions or other official meetings of the Union, upon giving one week's written notice to the Company, shall be granted leave of absence without pay for a reasonable length of time as mutually agreed by the parties.

SECTION 9

The Company and the Union shall make an honest effort to work out a satisfactory plan to protect older or infirm employees prior to retirement age. The parties will meet to discuss the placement of such employees prior to a placement being made.

Article 11 DISCIPLINARY ACTION

SECTION 1

When it is necessary to issue a written notification of disciplinary action to an employee, the employee will have the right to request the presence of his Steward. In the event his Steward is not available, he can request the presence of either

the Chief Steward or Shop Chairman. A copy of the disciplinary warning will be provided to the employee and the Union on the written consent of the employee concerned.

Following the Company informing the employee of his suspension or discharge, the Company will notify the Department Steward of the decision. In the event the Department Steward is not available, the Chief Steward or Shop Chairman will be notified.

SECTION 2

If an employee is suspended or discharged and he or the Union considers that the suspension or discharge is without just cause, the case shall be reviewed by the Company and the Union representatives as in the Third Step of the Grievance Procedure, provided the employee or the Union so requests in writing within five (5) days after the suspension or discharge. If the Company and the Union agree that the suspension or discharge was without just cause, the employee shall be reinstated without loss of pay, seniority, or Company Service Credit. The joint decision of the Company and the Union shall be given in such cases within fifteen (15) days from the date of suspension or discharge. If they are not able to agree, the case shall be submitted to a Board of Arbitration as provided in Article 14 hereof if requested in writing by either party, but if not so requested within fifteen (15) days, it shall thereupon be considered settled. Should it be determined by the Board of Arbitration that the suspension was without just cause, the Company shall reinstate the employee without loss of seniority and Company Service Credit and pay him for the time lost at his regular rate of wages. Should it be determined by the Board of Arbitration that the discharge was without just cause, the Company shall reinstate the employee without loss of seniority or Company Service Credit and with or without loss of all or part of his pay at his regular rate of wages as may be directed by the Board. The suspended or discharged employee shall be permitted to interview his Steward at the place designated by the Company before leaving the premises of the Company if he so requests.

Article 12
STOPPAGE OF WORK

SECTION 1

The Union will not cause or permit its members to cause, nor will any member of the Union take part in any strike, either sitdown, stay-in, or any other kind of strike or any other kind of interference or any other stoppages, total or partial, of any of the Company operations in Welland during the term of this Contract. The Company will not cause, engage in, or permit a lock-out at such plant during the term of this Contract.

SECTION 2

In the event of an unauthorized stoppage of work, or in the event of a stoppage at the expiration of this Contract, the Union agrees that such employees as may be required to condition the furnaces for shut-down, and to protect and maintain Company property in operating condition, and protect products from damage, and to maintain and protect utilities such as power, water and sanitation, shall be permitted to perform such work. Arrangements for such work shall be made jointly by the Union and the Company prior to such stoppage, if requested by the Company.

Article 13
GRIEVANCE PROCEDURE

SECTION 1

It is mutually agreed by the parties hereto that it is the spirit and intent of this Contract to adjust grievances as quickly as possible. All time limits specified in this Article 13 shall exclude Saturdays, Sundays and holidays. A grievance which is not presented within thirty (30) days after the occurrence out of which it arose shall not be carried beyond the Second Step of the Grievance Procedure unless the Company agrees otherwise.

SECTION 2

For the purpose of adjusting grievances the Company shall recognize a Grievance Committee, Department Stewards

and other representatives of the Union as set forth in this Article 13. The Union shall select a panel of not more than seven (7) employee members to constitute the base for a Grievance Committee; the Chief Steward and the Shop Chairman will always be two (2) of the seven (7) so selected. The Grievance Committee itself shall be comprised of any three (3) of the following: The Chief Steward, the Shop Chairman, a Grievance Committee Member and the Steward who filed the grievance. If the Steward who filed the grievance is not available, another Steward from the same department may substitute for him.

SECTION 3

Grievance Committee members may meet with the Company representatives as hereinafter provided with no loss of pay (at day work rates) when such meetings occur during regular working hours. This provision shall not apply beyond the Third Step of the Grievance Procedure.

SECTION 4

The number of Department Stewards shall be determined on the ratio of one (1) such Steward to twenty-five (25) employees based on the number of employees in the Bargaining Unit on the payroll on the first Sunday of each month. The Company will inform the Union of the number of Stewards to which the Union is entitled on the first Wednesday following the first Sunday. The Union will inform the Company of the required changes, if any, within seven (7) days or such additional time as determined by mutual agreement.

SECTION 5

Grievances of the Company shall begin at the Second Step of the following Grievance Procedure with written notice to the Chief Steward and shall be carried further as may be necessary in accordance with Article 13, Section 6, and Article 14.

SECTION 6

Grievances of employees shall be taken up for adjustment as may be necessary in each case as follows:

First Step-By the employee himself or by the Department Steward (in the employee's presence if the employee so

chooses) in an informal manner with the employee's immediate supervisor. If not settled promptly in this manner, the grievance may be presented in writing to the Department Superintendent or his assistant, or in the absence of both of these, to the Shift Foreman. The Department Superintendent or his assistant shall make a reply in writing to the employee and the Steward within five (5) days or such additional time as determined by mutual agreement.

Second Step-If the Union decides to carry the grievance further, the Manager-Employee Relations shall be notified in writing within five (5) days after the date of the Superintendent's reply in the First Step. Second Step grievance meetings between the parties shall be held within fifteen (15) days of receipt of written notification unless otherwise mutually agreed, and the decision of the Company and, or the Union, as the case may be, shall be rendered within seven (7) days of the date of this meeting.

Third Step-If either party decides to carry the grievance further, such party shall notify the other party in writing within ten (10) days from the date the decision is rendered in the Second Step. Within five (5) days of receipt of such notice, representatives designated by the Company and the Union shall meet to consider the grievance, and the decision of the Company and, or the Union, as the case may be, shall be rendered within seven (7) days of the date of this meeting.

Fourth Step-If the grievance is still not settled by the foregoing steps, it shall be submitted to arbitration, provided either party notifies the other in writing not more than twenty (20) days after the date of the decision rendered in the Third Step. Such written notice shall contain the name of the arbitrator who will represent the party requesting the arbitration. Within ten (10) days of the receipt of such notice, the second party shall name its arbitrator. The matter shall then be referred to arbitration as provided in Article 14, Section 3.

SECTION 7

All time limits specified in this Article are mandatory. In the event these time limits are exceeded, the grievance so forfeited or abandoned shall not be considered a precedent for settling grievances of a similar substance.

Article 14 ARBITRATION

SECTION 1

A grievance arising during the term of this Contract regarding the following matters shall be subject to arbitration:

(1) Meaning and interpretation of any provision of this Contract;

(2) Alleged violation of any provision of this Contract by either the Company or the Union;

(3) Alleged failure of the Company to comply with the 'Wage Schedule' agreed upon and incorporated in or attached to this Contract;

(4) Disagreement on wage rates established during the term of this Contract for new or changed jobs on the following conditions:

(i) No Government agency has jurisdiction to settle the matter;

(ii) The arbitrator's award must be consistent with the 'Wage Schedule';

(5) Alleged discrimination, intimidation, or coercion in violation of this Contract by either the Company or the Union;

(6) Alleged discharge or suspension without just cause.

SECTION 2

Disputes regarding the following matters shall not be subject to arbitration during the term of this Contract:

(1) Changes in the established 'Wage Schedule' during the term of the Contract and the established method of setting wage rates;

(2) Exercise of functions reserved exclusively to Management in this Contract and functions customarily performed by Management which have not been expressly abridged in this Contract unless it is alleged that the Company has violated some provision of the Contract in the exercise of these functions;

(3) Any matter which involves a modification of this Contract;

(4) Any matter which is under the jurisdiction of a

Government agency having authority to settle the dispute;

(5) Any subject matter which is not covered by this Contract.

SECTION 3

Arbitration under this Contract shall be conducted by a Board composed of one (1) arbitrator appointed by the Company and one (1) arbitrator appointed by the Union. These arbitrators, selected in accordance with the Fourth Step of the Grievance Procedure, shall jointly select an impartial third person who shall be the third arbitrator and shall act as chairman. If the two arbitrators appointed as above are unable to agree on the third person to act as the third arbitrator and chairman within five (5) days after their appointment, the third person shall be appointed by the Ontario Minister of Labour and hearings shall start promptly thereafter.

SECTION 4

A joint statement, or separate statements, by the Company and the Union covering the grievance or dispute and outlining the matter to be settled by the Arbitration Board shall be submitted to all members of the Board within three (3) days after their appointment.

SECTION 5

In arriving at a decision, the Arbitration Board shall be limited to the consideration of the dispute or question outlined in the statement, or statements, referred to in Section 4 and shall not in any way amend, modify or change any of the provisions of this Contract, nor change any decision of the Management unless the Board finds that the Company has violated the express terms of the Contract. The Arbitration Board recognizes that any violation of any provision of this Contract is just cause for disciplinary action including suspension and discharge.

SECTION 6

A majority decision of the three arbitrators, arrived at in accordance with the provisions of this Contract, shall constitute the award upon the arbitration and shall be final and binding upon the Company, the Union, and all persons involved.

SECTION 7

Any award made by the Arbitration Board shall not be retroactive beyond the date on which the grievance was presented in the First Step of the Grievance Procedure provided in Article 13, Section 6.

SECTION 8

The Company and the Union shall defray the expense of their respective appointees to the Arbitration Board. The expense of the third arbitrator shall be defrayed by the Company and the Union.

SECTION 9

When the Union applies for arbitration under Section 45 of the Labour Relations Act of Ontario the Company will pay for time lost when a Grievance Settlement Officer is used to a maximum of six (6) times per contract year and on condition the issue is resolved.

Article 15 SAFETY AND HEALTH

SECTION 1

The Company shall continue to make reasonable provisions for the safety and health of the employees at the plant during the hours of their employment. The Union agrees to cooperate with the Company in the enforcement of all Safety and Health rules and in order to encourage the observance of such rules, agrees to the appointment of a Joint Safety Committee which shall act to maintain and improve safety and health conditions in the plant. The Company shall give proper consideration to all recommendations of this Committee. The Committee shall meet monthly and shall be composed of five (5) employees selected by the Union, and five (5) selected by the Company. Two of the Company representatives and two of the Union representatives may be changed every six (6) months. A monthly inspection may be made by the Union and Company representatives.

SECTION 2

When there is an accident investigation because, 1) an employee has to go to hospital, or 2) equipment damage results in downtime or loss of production, the Company will invite one of the four designated Union Officers: Shop Chairman, Chief Steward, or one of their deputies, to attend. It is agreed that at any time when none of the designated Union Officers is readily available in the plant, it is the Union's responsibility to notify the Company where at least one of the designated Union Officers can be immediately contacted and available to attend the investigation. It is understood that for the purpose of this provision, the investigation does not constitute a call-in. The designated Union Officer will be paid for time spent at the investigation at his applicable basic wage rate.

SECTION 3

As the need arises, one pair of safety boots of a style acceptable to the Company will be supplied at no cost to employees. New employees shall be responsible for the cost of safety boots on the understanding that the amount paid will be refunded to them after six months of employment.

SECTION 4

The Company will grant up to a maximum of 20 man/days during each year of the Contract for employees to attend approved safety and health courses.

Article 16 BULLETIN BOARDS

The Union shall be permitted to maintain on the Company premises bulletin boards furnished by the Union in accordance with reasonable specifications of the Company. These boards shall be installed by the Company at locations mutually agreed upon by the parties. The Union agrees that it will not post or permit to be posted on such boards any material of a political, religious, or derogatory nature, or which is in conflict with provisions of this Contract.

Article 17

JURY SERVICE

It is agreed that in any case where an employee is kept away from work because of being called for jury service or as a Crown Witness, he shall be paid the difference between the straight time hourly earnings he would have received if he had been employed under his regular schedule, and the amount paid him for jury service or as a Crown Witness provided:

(a) The employee furnishes to the Company satisfactory proof from the Court of such service, showing the date and the time served and the amount paid for service.

(b) If requested to do so by the Company, the employee reports for work on his regular schedule as promptly as possible after he is dismissed by the Court on any day or when released from further jury or Crown Witness service.

(c) Only the number of his scheduled work days actually spent in Court are to be counted in calculating payment.

Article 18

BEREAVEMENT PAY PLAN

The Company will protect an employee from loss of pay during absence due to a death in his immediate family in accordance with the following regulations:

(a) Members of the employees' "immediate family" are defined as father (or foster father), mother (or foster mother), father-in-law, mother-in-law, husband, wife, brother, sister, brother-in-law (husband of employee's sister or brother of employee's wife), sister-in-law (wife of employee's brother or sister of employee's wife), son, daughter, son-in-law, daughter-in-law, grandparents and grandchildren.

(b) An employee will be protected against loss of pay during the time lost from his regularly scheduled hours at his regular straight time hourly rate (including shift premium, if any) subject to the following:

(i) The time to be paid for may be any three (3) consecutive working days from the day of death through the day after the funeral, inclusive. In the event the employee is unable to attend the funeral the time to be paid

for will be one (1) day;

- (ii) Payment will be made for time lost but shall not exceed pay for three times the number of hours in the employee's regularly scheduled work day;
- (iii) The hours thus paid for but not worked will be excluded in computing overtime hours;
- (iv) If an employee is called away during any part of the day, bereavement pay will start as of the time of leaving his work and will continue up to a maximum of three times his normal working day's pay;
- (v) No extra pay allowance will be granted for multiple or simultaneous deaths occurring within any three day period;
- (vi) If requested by the Company, the employee will furnish satisfactory proof of death.

(c) An employee will not be eligible to receive benefits under this plan for any period when he is receiving other Company benefits such as vacation allowance, statutory holiday pay, etc.

(d) An employee will not be eligible to receive pay under this Plan if he:

- (i) has been granted leave of absence without pay for any reason;
- (ii) is laid off whether temporarily or indefinitely due to suspension of work or lack of work;
- (iii) is out on strike.

(e) Should a death occur to a Husband, Wife, Son, Daughter, Mother or Father, the time to be paid for will be five (5) consecutive working days from the day of death.

Article 19

GROUP INSURANCE, NON-OCCUPATIONAL DISABILITY PAY HOSPITALIZATION AND MEDICAL PLANS

SECTION 1 - Group Insurance Plan

(1) The Company agrees to make available benefits under the Group Insurance Plan to participating employees in the bargaining unit as set forth in the booklet entitled "Group Insurance Plan - Hourly Employees", dated January 1, 1973

(hereinafter called the 'Insurance Booklet'), a copy of which is attached hereto and made part hereof.

(2) Participation in the Group Insurance Plan shall be on a voluntary basis.

(3) The costs to employees for Basic Life Insurance and Supplemental Life Insurance are set forth in the Insurance Booklet. Sickness and Accident Insurance for participating active employees shall be non-contributory. Each participating active employee shall pay his cost of the Group Life Insurance Plan by payroll deduction pursuant to his written authorization therefore on a form supplied by the Company. An early retiree who elects the option to continue the full amount of (a) his Basic Life Insurance or (b) his Basic and Supplemental Life Insurance up to age 65, as set forth in the Insurance Booklet shall make his payments in advance monthly (or quarterly if he desires) to the office or postal address designated by the Company.

(4) The Company shall retain the right to arrange through an insurance company or other carrier for coverage providing the benefits under the Group Insurance Plan, current coverage having been arranged with the Metropolitan Life Insurance Company (herein called the "Insurance Company").

(5) The administration of the Group Insurance Plan hereunder and the payment of benefits under the Plan shall be handled directly by the Insurance Company, it being understood that a claimant whose benefits claim is denied may contest such denial with the Insurance Company, but that he shall have no redress whatsoever against the Company. It is agreed, however, that in any case in which an employee claiming benefits under the Group Insurance Plan and desiring to file such claim with the Insurance Company, becomes engaged in a non-medical factual dispute with the Company in connection with such claim (such as for example, but not limited to, disagreement over his earnings group, eligibility, employment status, amount of Company Service Credit, or other non-medical factual question), such employee and the Union may process such dispute through the Grievance Procedures set forth in the principal Collective Bargaining Contract then in effect between the parties. It is agreed that any arbitration award as to such factual dispute shall be final and binding upon the parties hereto and the employee thereafter may present his claim to the Insurance

Company on the basis of the facts as determined by said award.

It is agreed, however, that any and all medical questions in dispute shall be determined solely by the Insurance Company.

SECTION 2 - Non-Occupational Disability Pay Plan

This plan is designed to provide income to active employees who are prevented from performing work solely due to non-occupational disability. Payments made under this plan shall be in addition to any benefits payable under the Group Insurance Plan.

1. ELIGIBILITY

An hourly paid employee is eligible for payment under this plan subject to the 'Conditions of Payment' outlined in Section 2 below, if

(a) His Company Service Credit is equal to or in excess of two months as determined under the Company Service Credit Rules.

(b) He provides the Company with a doctor's certificate, subject to confirmation by a doctor selected by the Company, as proof that his absence was due to a non-occupational illness or injury. The doctor's certificate in support of a claim for group insurance is acceptable.

(c) Such absence due to disability is in excess of three (3) consecutive calendar days. In determining absence, any day on which an employee works less than three (3) hours will be counted as a day of absence for the purpose of this plan.

(d) He reports his absence and the cause of his absence to the Company's Medical Department as soon as possible but within the foregoing three-day period. Exceptions to this period will be made if the Company is satisfied that failure to so report was for reasons beyond the employee's control.

2. CONDITIONS OF PAYMENT

(a) Payments for which an employee otherwise qualifies under this plan will be made for each absence involving a different and separate disability up to a maximum of 52 weeks in each case. If the absence is due to the same or a related cause, payments will be made if the employee has worked three

months since his last absence except that if the employee does not use up all the payments for which he could qualify during the first period of absence, he will be entitled to the balance of such payments during a subsequent period (or periods) of absence.

(b) An employee will not be eligible for payments under this plan during periods of lay off (except where disability commences prior to the lay off) or leave of absence or while the employee is on strike.

(c) If a statutory holiday, as defined in Article 6 of this Contract, occurs during the period of time an employee is collecting or waiting to collect sick pay, such employee will be entitled to receive the holiday pay in addition to sick pay for that day. The statutory holiday will be considered as a waiting day for purposes of this Plan.

(d) If an employee, while on vacation, becomes eligible in all other respects for payment under this plan, he will be eligible for payments starting with the fourth calendar day after the end of the scheduled vacation period if he is still absent due to non-occupational disability at that time. If an employee has not begun a scheduled vacation and becomes eligible for payment under this plan, the vacation may be re-scheduled and payment will be made under this disability plan. An employee may be allowed to take his vacation with pay as scheduled during a period of disability but in such cases he would not be eligible for payment under this plan for the duration of the vacation period.

(e) If payments have been made under this plan and it is subsequently discovered that his disability is occupational, and the employee qualifies for payment by the Workmen's Compensation Board, the employee will be required to refund the payments made under this plan.

3. METHOD AND AMOUNT OF PAYMENT

(a) No payments will be made for the first three consecutive calendar days of absence except as provided for in Section 2 (2) (c) above.

(b) Payments will begin with the fourth day of disability.

(c) Effective April 1, 1988, payments of \$320 for each week of non-occupational disability will be paid on the basis of a seven (7) day week beginning with the fourth day of disability.

Payments for **part** weeks of non-occupational disability will be pro-rated. Effective April 1, 1989, payments will increase to **\$360** for each week.

Effective as soon as the Government announcement is made, the weekly payments shall be amended to meet the minimum requirement of the Unemployment Insurance Commission for premium reduction.

SECTION 3 - Hospitalization and Medical Plans

(1) The Company agrees that Hospital, Surgical and Medical coverage will be available to participating employees in the bargaining unit as outlined in this section.

(2) Two types of benefit coverage are available to active employees and their eligible dependents.

(a) **BASIC PLANS.** Present benefits under these Plans include hospital and medical insurance under the Ontario Health Insurance Plan (effective January 1, 1972) and hospital insurance under the Mutual Life Supplementary Hospital Plan (effective September 1, 1984).

(b) **EXTENDED HEALTH PLAN.** Benefits under this Plan are those included in the Mutual Life Extended Health Insurance Plan.

Benefits under the Basic and Extended Health Plans are described in the literature attached to this agreement.

(3) Participation by active employees in the Plans shall be on a voluntary basis. An employee who desires to participate in the Extended Health Plan must be enrolled in the Basic Plans.

(4) The Company will pay the entire amount of the premium for Mutual Life Supplementary Hospital Insurance Plan coverage. The Company agrees for the term of this agreement to pay on behalf of its employees the premium assessed against them for present coverage under the Ontario Health Insurance Plan as effective January 1, 1972, for the period of their active employment with the Company. In the event that the premiums for present coverage are increased during the term of this agreement, the Company shall pay such additional premiums, and in the event that the premiums for such coverage are reduced during the term of the agreement, the parties agree that there shall be deemed to be no savings thereby and such reduction shall enure to the benefit of the Company.

(5) The Company will pay one hundred percent (100%) of the premiums for the Extended Health Plan during the term of this agreement for each active employee in the Bargaining Unit (including his eligible dependents) enrolled through the plant group. Effective January 1, 1991, the deductibles on this Extended Health Plan will be eliminated.

(6) No person will be insured as an employee and also as a dependent under the Basic and/or Extended Health Plans.

(7) The Company may change carriers for the Plans with the objective of maintaining satisfactory services and economy, or in the event of the enactment or amendment of any Federal or Provincial law providing for benefits similar in whole or in part, to those covered by the Basic Plans. If the carrier is changed, the existing level of benefits under the Plans will be maintained.

SECTION 4 - Eyewear Plan

To provide coverage for active employees and their dependents (dependents are considered to be Spouse and dependent children to age 21) in the maximum amount of \$100 per person in any two year period. Effective April 1, 1992 the maximum will increase to \$150 per person every two years.

SECTION 5 - General

During the term of this agreement, the Company Service Credit for an employee for the purpose of determining eligibility for Benefits under Section 1, 2, 3 and 4, and of computing the amount of such Benefits shall be determined in accordance with the Company Service Credit Rules set forth in Appendix C.

ARTICLE 20

MODIFICATION OR TERMINATION OF CONTRACT

SECTION 1

This Contract shall continue in effect until 12:01 a.m. April 1, 1993, and shall automatically continue thereafter for further *periods of one (1) year* each from its applicable expiration date unless either party notifies the other in writing *not* more than ninety (90) days nor less than forty-five (45) days prior to

its applicable expiration date that a modification or discontinuance is desired. In the event of such notice, the parties shall meet within twenty (20) days in an effort to reach an agreement. IN WITNESS WHEREOF the parties to this Contract declare that it contains responsibilities and obligations for each such party and that in signing the Contract it binds the parties during the Contract term to do everything they are required to do by the Contract and to refrain from doing anything they are expressly forbidden to do by the Contract. The parties further understand and declare that in case any of the provisions of this Contract are now or hereafter inconsistent with, or are not in conformity with, any applicable public laws, governmental orders, regulations, or rulings, such provisions shall be thereby rendered null and void, or be applied in such manner as will conform with such laws, orders, regulations or rulings.

It is further agreed by the Company and the Union that all other terms and provisions of the said Collective Bargaining Contract shall remain in full force and effect for the balance of the term thereof.

UCAR CARBON CANADA INC.

L.M.Hardy - Plant Manager
W.L.Davies - Manager, Human Resources
R.P.Gorman - Assistant Plant Manager, H.S & H.R.
G.S.Ovenden - Assistant Plant Manager, Services
W.A.Price - Assistant Plant Manager, Production
J.O.Stokes - Supervisor, Human Resources

UNITED ELECTRICAL, RADIO & MACHINE WORKERS OF CANADA AND ITS LOCAL 523

C.Fry	D.Radobenko
T.Goss	M.Currie
R.Royer	
G.Cook - Business Agent	
M.Menicarin - For the National Union of UER&MWC	

APPENDIX "A"
SCHEDULE OF JOB CLASSIFICATIONS
AND WAGE RATES

	Effective		
	4/1/90	4/1/91	4/1/92
Auxiliary Services Department (304)	\$	\$	\$
Janitor	15.56	16.26	16.91
 Stores Department (342)			
Stores Clerk A	16.54	17.28	17.97
Stores Clerk B	16.28	17.01	17.69
 Maintenance Department (327)			
Automobile Mechanic A	19.50	20.38	21.20
Electrician A	19.50	20.38	21.20
Machinist A	19.50	20.38	21.20
Millwright A	19.50	20.38	21.20
Plumber & Pipefitter A	19.50	20.38	21.20
Scale Repairman A	19.50	20.38	21.20
Welder A	19.50	20.38	21.20
Control Room Operator	19.15	20.01	20.81
Carpenter	19.14	20.00	20.80
Bricklayer A	19.14	20.00	20.80
Baking Kiln Repairman	19.14	20.00	20.80
Painter A	18.45	18.85	19.60
Apprentice B	17.37	18.15	18.88
Bricklayer Apprentice B	17.37	18.15	18.88
Maintenance Utilityman	16.54	17.28	17.97
Truck Driver	16.54	17.28	17.97
Apprentice C	16.28	17.01	17.69
Bricklayer Apprentice C	16.28	17.01	17.69

Building Maintenance Labourer	16.02	16.74	17.41
Janitor	15.56	16.26	16.91
Traffic Department (347)			
Special Equipment Operator	16.54	17.28	17.97
Truck Driver - Gas	16.28	17.01	17.69
Yard Department (331)			
Track Gang Boss	16.80	17.56	18.26
Ground Maintenance Man	16.54	17.28	17.97
Ground Maintenance Helper	16.02	16.74	17.41
Yard Labourer	16.02	16.74	17.41
Extrusion Department (121)			
Head Miller	17.06	17.83	18.54
Press Operator	17.06	17.83	18.54
Head Mixman	16.80	17.56	18.26
Crane Operator	16.54	17.28	17.97
Weighman	16.54	17.28	17.97
Miller	16.54	17.28	17.97
Special Equipment Operator	16.54	17.28	17.97
Lift Truck Operator	16.28	17.01	17.69
Moveman B	16.28	17.01	17.69
Pondman	16.28	17.01	17.69
Janitor	15.56	16.26	16.91
Crushing Department (112)			
Butt Crusher	16.28	17.01	17.69
Butt Crusher's Helper	16.02	16.74	17.41
Janitor	15.56	16.26	16.91

Mill, Mix & Forming Department - New Facilities (124)

Operator A	18.04	18.85	19.60
Operator B	17.68	18.48	19.22
Distribution Man	17.06	17.83	18.54
Extrusion Operator	17.06	17.83	18.54
Operator C	17.06	17.83	18.54
Operator D	16.80	17.56	18.26
Crane Operator	16.54	17.28	17.97
Assistant Extrusion Operator	16.54	17.28	17.97
Lift Truck Operator	16.28	17.01	17.69
Assistant Distribution Man	16.28	17.01	17.69
Pondman	16.28	17.01	17.69
Utility Man	15.76	16.47	17.13
Janitor	15.56	16.26	16.91

Conventional Baking Department (130)

Head Kiln Loader	17.37	18.15	18.88
Head Kiln Fireman	16.80	17.56	18.26
Crane Operator Kilns	16.80	17.56	18.26
Broaching Machine Operator	16.80	17.56	18.26
Electrode Cleaner A	16.54	17.28	17.97
Special Equipment Operator	16.54	17.28	17.97
Kiln Fireman	16.28	17.01	17.69
Lift Truck Operator	16.28	17.01	17.69
Moveman	16.28	17.01	7.69
Crane Operator Shipping	16.28	17.01	7.69
Kiln Loader	16.28	17.01	7.69
Coke Conditioning Operator	16.28	17.01	7.69
Electrode Cleaner B	16.02	16.74	7.41
Janitor	15.56	16.26	6.91

Carbottom Baking Department (140)

Furnace Controlman	17.68	18.48	19.22
Head Operator Baking	17.37	18.15	18.88
Control Operator P.I	17.37	18.15	18.88
Crane Operator	16.80	17.56	18.26
Operator Baking	16.54	17.28	17.97
Lift Truck Operator	16.28	17.01	17.69
Janitor	15.56	16.26	16.91

' A Graphitizing Department (150)

Head Loader Graphite	17.37	18.15	18.88
Lead Hand Raw Materials	17.06	17.83	18.54
Unit Patrolman	16.80	17.56	18.26
Crane Operator Graphite	16.80	17.56	18.26
Graphite Tube Mill Operator	16.80	17.56	18.26
Crusher Operator	16.54	17.28	17.97
Machineman Graphite	16.54	17.28	17.97
Lift Truck Operator	16.28	17.01	17.69
Electric Truck Operator	16.28	17.01	17.69
Graphite Topman	16.28	17.01	17.69
Crane Operator Shipping	16.28	17.01	17.69
Loader Graphite	16.28	17.01	17.69
Copper Cleaner	16.02	16.74	17.41
Graphite Labourer	16.02	16.74	17.41
Sweeper Operator	15.76	16.47	17.13
Janitor	15.56	16.26	16.91

'E' Graphitizing Department (160)

Head Operator Graphitizing	17.37	18.15	18.88
Crane Operator	16.80	17.56	18.26
Operator Graphitizing	16.80	17.56	18.26
Pack System Operator	16.54	17.28	17.97
Lift Truck Operato	16.28	17.01	17.69
Sweeper Operator	15.76	16.47	17.13
Janitor	15.56	16.26	16.91

Machining Department (181)**(a) Graphite Machining**

CNC Machine Operator	17.37	18.15	18.88
Lathe Specialty Operator	17.37	18.15	18.88
Pin Machine Operator	17.37	18.15	18.88
Hob & Cutter Grinder	17.06	17.83	18.54
30' Hobbing Machine Operator	16.80	17.56	18.26
Standard Modern Machine Operator	16.80	17.56	18.26
Palletizer	16.28	17.01	17.69
Lift Truck Operator	16.28	17.01	17.69
Turning Lathe Operator	16.28	17.01	17.69

(b) Carbon Machining

Shop Utilityman	17.06	17.83	18.54
Diamond Saw Operator	17.06	17.83	18.54
Tool Grinder	16.80	17.56	18.26
Moveman A	16.54	17.28	17.97
Carbon Lathe Operator	16.54	17.28	17.97
Diamond Saw Operator Helper	16.28	17.01	17.69
Janitor	15.56	16.26	16.91

Shipping Department (455)

Lift Truck Operator	16.28	17.01	17.69
Pallet Maker	16.28	17.01	17.69
Car Loader & Crater	16.28	17.01	17.69
Janitor	15.56	16.26	16.91

Inspection Department (354)

Head Threading Inspector	17.06	17.83	18.54
Carbon Threading Inspector	17.06	17.83	18.54
Head Tester	17.06	17.83	18.54
Inventory Control & Shipping inspector	16.80	17.56	18.26
Threading Inspector	16.80	17.56	18.26
Head Forming inspector	16.80	17.56	18.26
General Plant Inspector	16.80	17.56	18.26
Head Furnace & Kiln Inspector	16.54	17.28	17.97
Tester	16.54	17.28	17.97
Sifter	16.28	17.01	17.69
Lift Truck Operator	16.28	17.01	17.69
Forming Inspector	15.76	16.47	17.13

JOB EVALUATION PROGRAMME

1. The Job Evaluation Programme will be implemented on April 1, 1991 and will continue in effect for the term of this Agreement.
2. The Job Evaluation Plan (hereinafter referred to as 'the Plan') which is attached hereto as Schedule 1, has been agreed to by the parties and will be the sole basis for the evaluation of all jobs performed by bargaining unit employees in the Plant. The Plan as such may not form the subject of a grievance nor shall it be arbitrable.
3. Each job in effect as of April 1, 1991, has been evaluated in accordance with the Plan and each such Job Evaluation has been agreed to. Attached hereto as Schedule 2 is a list of all such jobs showing their agreed to Labour Grade.
4. Attached hereto as Schedule 3 is a list of Benchmark Jobs which have been agreed to by the parties. Such Benchmark Jobs will be used, together with the Plan, for the purposes of determining the proper ranking relationship and job factor comparison of new or changed job evaluations. A Benchmark Job may not be the subject of a grievance nor shall it be arbitrable.
5. The responsibility for the evaluation of any job will continue to be vested in the Company and such evaluation will continue to be made consistent with and conforming to the provisions of this Programme.
6. The agreed to Job Evaluation for each job and others subsequently agreed upon shall continue in effect and will not be subject to appeal, except as hereinafter provided.
7. When the Company introduces a new job, changes and/or re-evaluates an existing job the Company will send the Union a copy of the new Job Identification and Evaluation. The Company will inform the Union, within thirty (30) days, of the effective date of implementation or change.
8. In the event that the Union disagrees with the Com-

pany's evaluation of such new or changed job, it may file an appeal in accordance with the notification and appeal procedure as provided in paragraph 10 below, within thirty (30) days following the date the new Job Evaluation was sent to the Union.

9. In the event that the Union alleges that the Company has changed the primary function or the content of the work as contained in the Job Identification of an existing job to the extent that the Job Evaluation should be changed from one Labour Grade to another, the Union may file an appeal in accordance with the notification and appeal procedure as provided in paragraph 10 below.
10. (a) The Chairman of the Union Job Evaluation Committee will file in writing with the Chairman of the Company Job Evaluation Committee any appeal being processed in accordance with paragraphs 8 and 9 above. Such written appeal shall list all the alleged changes that have been made to the **job**. Any Benchmark Job or other agreed to jobs being relied upon by the Union to support their claim shall be listed and reasons given.
- (b) Upon receipt of such appeal, the **Company** will review the job and will send the Union a written answer giving reasons for its position with respect to each of the alleged changes within thirty (30) days of receipt of the appeal.

In the event that such written response by the Company is not satisfactory, the Union may request the Company Committee Chairman to establish a meeting date, within thirty (30) days of such request or such other period as mutually agreed, to discuss and attempt to resolve such disputed **job** evaluation.

- (c) In the event that such appeal is not resolved by the Committees, the Company Chairman, within thirty (30) days following the date of the meeting, will send the Union Committee Chairman an answer in writing.

- (d) If the Company's answer is not satisfactory, the Union may, within thirty (30) days following the date of the Company's answer, refer the appeal to Arbitration as described in the Basic Agreement.
- (e) The Board of Arbitration shall not be authorized to make any decision inconsistent with the provisions of this Appendix nor to adjudicate any matter not specifically referred to in the written appeal filed under the provisions of paragraph 10 (a) above and the authority of the Arbitration Board shall be limited to:
 - (i) confirming the job evaluation of the Company, or
 - (ii) assigning a revised ranking if the Board determines that the job was improperly ranked as a result of inconsistent application of the Plan and the disputed Job Evaluation does not bear a proper ranking relationship to other undisputed job evaluations or Benchmark Jobs, in which event the provisions of paragraphs (9) and (g) below shall apply.
- (f) In the event a job evaluation is changed from one Labour Grade to another by agreement between the parties or by decision of the Arbitration Board and such change in Labour Grade results from an appeal filed under the provisions of:
 - (i) paragraph 8 above, the revised Labour Grade for such job shall become effective on the date specified by the Company in paragraph 7:
 - (ii) paragraph 9 above, the revised Labour Grade for such changed job evaluation shall become effective ten (10) days prior to the date of receipt of the Union's written appeal.
- (g) The Company will advise the Union in writing of job changes which affect the factoring of the job in question but do not result in a change in Labour Grade.
- (h) Any employee, who has occupied a job for which

the Job Evaluation is revised in accordance with the above provisions, shall be paid the applicable Job Rate for the Labour Grade to which the job is assigned retroactively to the effective date specified in paragraph (f) above, provided that the revised Labour Grade is higher than the Labour Grade assigned by the Company.

11. The Union may select three (3) employees to act as its Job Evaluation Committee, one of whom will be designated as Chairman. Each such member of the Union Committee will be paid at his straight time Labour Grade Job Rate for hours spent at meetings scheduled by the Company under the provisions of paragraph 10 (b) above or for hours spent in the Plant researching new, combined or changed jobs. Such payment shall not exceed a total of nine (9) hours in any calendar Month for the whole Committee and the hours may be cumulative during the term of this Agreement. The Chairman of the Union Committee, or in his absence, another member of the Committee will be allowed access to any department to observe a job whose Evaluation has been sent to the Union in accordance with paragraph 7 or has been appealed by the Union in accordance with paragraph 9, provided the employee member notifies the Superintendent of the department in advance and does not interfere with production.
12. In the event that a Benchmark Job changes from one Labour Grade to another, the **job** shall be deleted from the list of Benchmark Jobs and the provisions of paragraph 7 and 8 shall be applied. For every job which is deleted from such list, the parties will select another job to be added to such list, such other job to be selected on the basis that it is representative and comparable to the former Benchmark Job and the Labour Grade for which it was selected.

SCHEDULE 2

Labour Grade	Job Title	Department
1	Janitor	ALL
2	Utilityman	124
	Sweeper Operator	160
3	Butt Crusher Helper	112
	Electro Cleaner B	130
	Copper Cleaner	150
	Graphite Labourer	150
	Building Maintenance Labourer	327
	Ground Maintenance Helper	331
	Yard Labourer	331
4	Lift Truck Operator	ALL
	Butt Crusher Operator	112
	Moveman B	121
	Pondman	121
	Assistant Distribution Man	124
	Pondman	124
	Kiln Fireman	130
	Moveman	130
	Crane Operator Shipping	130
	Kiln Loader	130
	Coke Conditioning Operator	130
	Electric Truck Operator	150
	Graphite Topman	150
	Crane Operator Shipping	150
	Loader Graphite	150
	Palletizer	181
	Turning Lathe Operator	181
	Diamond Saw Operator Helper	181
	Apprentice C	327
	Bricklayer Apprentice C	327
	Stores Clerk B	342
	Truck Driver	347

	Sifter	354
	Forming Inspector	354
	Palletmaker	455
	Car Loader & Crater	455
5	Special Equipment Operator	ALL
	Crane Operator	121
	Weighman	121
	Miller	121
	Crane Operator	124
	Assistant Extrusion Operator	124
	Electrode Cleaner A	130
	Operator Baking.....	140
	Crusher Operator	150
	Machineman Graphite	150
	Pack System Operator	160
	Moveman A	181
	Carbon Lathe Operator	181
	Maintenance Utilityman	327
	Truck Driver.....	327
	Ground Maintenance Man	331
	Stores Clerk A	342
	Head Furnace & Kiln Inspector	354
	Tester.....	354
6	Head Mixman.....	121
	Operator D	124
	Head Kiln Fireman	130
	Crane Operator Kilns	130
	Broaching Machine Operator	130
	Crane Operator	140
	Unit Patrolman	150
	Crane Operator Graphite	150
	Tube Mill Operator	150
	Crane Operator	160
	Operator Graphitizing	160
	Standard Modern Mach. Operator	181
	30" Hobbing Machine Operator	181
	Tool Grinder.....	181
	Track Gang Boss	331

	Inv. Control & Ship Inspector.....	354
	Threading Inspector.....	354
	Head Forming Inspector	354
	General Plant Inspector.....	354
7	Head Miller.....	121
	Press Operator	121
	Distribution Man.....	124
	Extrusion Operator	124
	Operator C	124
	Lead Hand Raw Materials	150
	Hob & Cutter Grinder	181
	Shop Utilityman	181
	Diamond Saw Operator	181
	Head Threading Inspector	354
	Carbon Threading Inspector	354
	Head Tester	354
8	Head Kiln Loader.....	130
	Head Operator Baking	140
	Control Operator P.I.	140
	Head Loader Graphite	150
	Head Operator Graphitizing.....	160
	CNC Operator	181
	Lathe Specialty Operator	181
	Pin Machine Operator	181
	Apprentice B	327
	Bricklayer Apprentice B	327
9	Operator B.....	124
	Furnace Controlman	140
10	Operator A	124
	Painter A	327
11	-
12	-
13	Carpenter A	327

	Baking Kiln Repairman	327
	Bricklayer A	327
14	Automobile Mechanic A	327
	Electrician A.....	327
	Machinist A	327
	Millwright A	327
	Plumber & Pipefitter A	327
	Scale Repairman A	327
	Welder A	327

APPENDIX 'B'

VACATION PLAN (HOURLY EMPLOYEES)

**UCAR Carbon Canada Inc.
Welland, Ontario**

The following Vacation Plan applies to all employees paid on an hourly basis.

i. Vacation Schedule

1. An employee must complete 1 year of Company Service Credit to attain initial vacation eligibility. After attainment of such eligibility and during the remainder of that calendar year, he shall receive 2 weeks vacation.
2. During the calendar year in which an employee completes 2 years of Company Service Credit, he shall receive 2 weeks of vacation.
3. During calendar years in which an employee completes from 3 to 9 years of Company Service Credit, he shall receive 3 weeks of vacation.
4. During calendar years in which an employee completes from 10 to 19 years of Company Service Credit, he shall receive 4 weeks of vacation.
5. During calendar years in which an employee com-

- pletes from 20 to 29 years of Company Service Credit, he shall receive 5 weeks of vacation.
6. During calendar years in which an employee completes 30 or more years of Company Service Credit, he shall receive 6 weeks of vacation.
 7. An employee with 10 or more years of Company Service Credit may carry forward to the succeeding years 1 full week of Current Year Vacation. An employee with 20 or more years of Company Service Credit may carry forward 1 or 2 full weeks of Current Year Vacation to build towards a maximum accumulation of 3 weeks carried forward vacation credit. An employee with 30 or more years of Company Service Credit may carry forward 1, 2 or 3 full weeks of Current Year Vacation to build towards a maximum accumulation of 6 weeks carried forward vacation credit.

II. **Vacation Pay**

The amount paid to an employee for a week of vacation will be his basic hourly rate in effect at the time he goes on vacation, multiplied by the average number of hours in his normal workweek. Should the amount of vacation pay required by law for a particular week(s) of vacation exceed the above payment, the greater amount will be paid, without reducing vacation pay entitlement for any of his remaining weeks of vacation.

III. **Vacation Season**

Vacations will be scheduled by the Company as follows:

1. The vacation season will generally be considered the full calendar year.
2. The vacation season may be limited to a specified period of months within the year or a shutdown period.
3. The number of employees who are on vacation at the same time may be limited.
4. An employee's vacation may be divided into more

than one period within a calendar year if circumstances warrant.

5. Any vacation extending into another calendar year will be considered Current Year Vacation for the year in which it was started.
6. Vacations may not be postponed to the following calendar year except as in 1(7). Employees who qualify for a vacation under this Plan must be granted time off in accordance with the applicable statutory requirement.
7. It is the intention to arrange vacation time off whenever possible rather than to grant pay-in-lieu of such time off.
8. Any holiday observed by the Company which occurs during a vacation period entitles an employee then on vacation to equivalent additional time off, unless operating conditions or other circumstances make it impracticable to do so, in which case the employee will be entitled to pay-in-lieu thereof.
9. Notice to an employee of his vacation period and payment of his vacation pay shall be in accordance with the applicable statutory requirement.

IV. Vested Rights

1. An employee who completes his first year of Company Service Credit for a vacation with pay as set forth in this Vacation Plan shall have a vested right to that vacation with pay on the day he completes 1 year of Company Service Credit.
2. An employee with one or more years of Company Service Credit who is on the payroll of the Company on December 31 of the year prior to the calendar year in which he is entitled to a vacation with pay as set forth in this Vacation Plan shall have a vested right on that day to such vacation with pay for the following year.
3. Payment of vacation pay pursuant to the terms of the Plan whether at the time an employee takes his vacation or on termination shall discharge the Company's liability to the employee under this section.

V. Interruption in Service

1. Termination and Re-employment

- (a) When an employee without vacation eligibility is terminated, he will be entitled to the statutory requirements as set forth in the applicable legislation. If the employee is subsequently re-employed, he will become entitled to a vacation whenever his Company Service Credit meets the eligibility requirements of the Plan. However, his vacation pay shall be reduced by the amount(s) previously received due to statutory requirements, if the vacation is scheduled within 12 months following re-employment.
- (b) When an employee who has attained vacation eligibility is terminated, he is entitled to any Current Year Vacation that has not been taken, plus any applicable statutory requirement. If he is later re-employed with Company Service Credit for prior service, no vacation will be granted until he has accumulated six additional months of Company Service Credit, at which time he will again become entitled to a full Current Year Vacation. These 6 months may be accumulated during intermittent periods of employment. However, his vacation pay shall be reduced by the amount(s) previously received due to statutory requirements, if the vacation is scheduled within 12 months following re-employment. Such entitlement to a full Current Year Vacation will not become effective until the following calendar year, if it would otherwise result in duplication of Current Year Vacation.

2. Absence Due to Disability Leave

- (a) Vacations for which an employee is eligible will not be affected by disability absence except that if an employee is absent for an entire calendar year no vacation will be granted for such year.
- (b) An employee who takes a leave of absence will be treated for vacation purposes in the same manner as if he were terminated as of his last day worked. If the leave does not extend into another calendar

year, however, the employee may be permitted to postpone any Current Year Vacation due until after his return to work.

Definition of Terms for the Purpose of Administering the Plan

Company Service Credit:-

This will be determined in accordance with the Company Service Credit rules and applies to all employees including part-time and intermittent employees.

Current Year Vacation:-

The vacation an employee is entitled to take during the current calendar year.

Basic Hourly Rate:-

The amount of pay per hour, excluding all premiums and/or other considerations, which has been established for the job to which an employee is classified at any particular time, such amount and such classification having been documented by a properly approved payroll ticket.

Normal Workweek:-

The number of hours in the regularly scheduled working week of the individual employee, as established by normal operations, and as distinguished from variations in the number of hours caused by emergency or casual overtime even though scheduled.

Termination:-

Quit, Discharge, Layoff, Retirement, Death or Removal from the Payroll because of Disability (as distinguished from disability absence where the employee is not removed from the payroll.)

Addendum

When a recalled employee becomes entitled to a full current year vacation and the vacation pay is reduced by the amount previously received due to statutory requirements such employee shall have the option to:-

(a) take his full vacation entitlement with the reduced amount of vacation pay, or:

(b) take a reduced vacation period, in full weeks, that is equivalent to the amount of vacation pay. If an employee elects option (b) above, he must waive all rights to the balance of his current year vacation entitlement.

APPENDIX "C"

COMPANY SERVICE RULES

I. Definitions

For the purpose of these Company Service Credit Rules:

- "UCCL" means Union Carbide Canada Limited.
- "UCC" means Union Carbide Corporation.
- "Affiliated Company" means any company in which UCCL or UCC has direct or indirect ownership interest. Affiliated companies may be used to describe collectively, Subsidiaries, Associated and Minority Interest Companies.
- "Subsidiary Company" is a company in which UCCL or UCC has direct or indirect ownership of more than 50%.
- "Associated Company" is one in which UCCL's direct or indirect ownership is 50%
- "Minority Interest Company" is one in which UCCL's equity interest is 20% or more but less than 50%.
- "Predecessor Company" means any company, firm or business from which UCCL or UCC acquired at least 50% of the value of the property, assets or undertakings as a going concern.
- "Participating Company" is used to describe a Subsidiary Company of UCCL or UCC which, by appropriate action of their Board of Directors, have elected to have the Company Service Rules and the Pension Plan of the parent organization apply to it.
- "Carbide" is used to describe collectively UCCL, UCC, and their participating Companies.

II. Company Service Credit

Introduction

The length of an employee's Company Service Credit has a direct bearing on the value of his/her benefit plans. In addition, at times it is appropriate for employees to transfer between Union Carbide Corporation af-

filiated companies. To facilitate this movement, it is the philosophy of the Company that where either UCC or UCCL have a financial interest in excess of 50% of an enterprise there should be complete portability of Company Service Credit for non-pension related purposes, and in the event that the UCCL pension was in operation in the prior enterprise, then for pension purposes also. Company Service Credit, based upon employment by (I) Union Carbide Canada Limited, (II) its Affiliated companies, (III) Union Carbide Corporation, (IV) its Affiliated companies, and (V) the Predecessor companies shall be determined in accordance with the following rules:

1. No Previous Carbide Employment

In the case of a Carbide employee who, at the date of his/her employment with Carbide, had no previous service with Carbide, his/her Company Service Credit begins at the date of employment with Carbide.

2. Effect of Layoff

In case an employee has been or is subsequently laid off by Carbide on account of reduction in force and through no fault of his own:

(a) if such lay-off continues not more than three (3) consecutive years, Company Service Credit will be given for service prior to such lay-off immediately on recall from the lay-off;

(b) if such lay-off continues more than three (3) years, prior Company Service Credit will be determined in accordance with Paragraph 6(b) below.

3. Effect of Leave of Absence

In the case of absence caused by temporary suspension of work (other than "lay-off" as in paragraph 2 above), disability or absence-with-leave which is authorized by the Management of Carbide, employment will be considered as continuous if it does not exceed three months. However, in case such absence does exceed three months, the period of absence in excess of three months will not be considered as Company Service Credit unless otherwise authorized by the Director of Human Resources. If an employee who is

thus absent fails to return to work when able to do so and at the time designated by such Management he will be considered as voluntarily terminating his/her employment when absence commenced.

4. Effect of Rehire after Voluntary Termination

In case of rehire subsequent to voluntary termination of employment, prior Company Service Credit will be reinstated immediately upon re-employment only if such employee was rehired within three months after his voluntary termination, and Management deems it to be in the interest of Carbide to authorize reinstatement of Company Service Credit for service prior to such voluntary termination.

5. Effect of Rehire after Discharge

In case of rehire or reinstatement subsequent to discharge for cause or resignation at the request of Carbide, prior Company Service Credit will not be reinstated unless otherwise authorized by the Director of Human Resources.

6. Effect of Previous Service with Carbide

The Company Service Credit for a person who becomes employed by Carbide who had previously been employed for one or more periods by the same or a different Carbide company shall be determined as follows:

(a) If the person was immediately theretofore employed by Carbide, then commencing with the initial date of employment, prior Company Service Credit shall be granted according to rules set out in Appendix 1.

(b) If the person has lost such Company Service Credit because (i) lay-off lasted for more than three (3) years, or (ii) termination for any cause, he/she will be eligible to have full restoration of such prior Company Service Credit, for all purposes, upon having completed a total of two (2) years of currently accredited Company Service Credit with Carbide following re-employment. The amount of such prior Company Service Credit shall be calculated in accordance with these rules and those outlined in Appendix 1.

III. CONTINUOUS SERVICE CREDIT

An employee's Continuous Service Credit is based on the most recent period of uninterrupted employment with UCCL, a Participating Company of UCCL or a Predecessor Company of UCCL calculated from the employee's latest date of employment, and includes any periods of temporary suspension of employment, with or without pay, in accordance with the company's recognized and established practices.

IV. EFFECTIVE DATE

These Company Service Rules shall become effective on and after January 1, 1977, except that with respect to any existing collective bargaining agreement they shall become effective from the date mutually agreed upon between the parties to such agreement. Nothing contained in these Company Service Rules shall reduce the Company Service Credit of any employee of Carbide under the Company Service Rules in effect immediately prior to the effective date of these Company Service Rules.

COMPANY SERVICE CREDIT RULES APPENDIX 1

The following rules outline the amount of Company Service Credit to be granted to a Carbide Employee who worked for one or more periods with a Carbide Company, an Affiliated Company or a Predecessor Company

- 1 Effect of Previous Service with Carbide
For all purposes, full credit should be given for prior Company Service Credit earned with Carbide, as determined by these Company Service Rules

- 2 Effect of Previous Service with a Subsidiary Company
If a Carbide Employee was previously employed with a Subsidiary Company which had not elected to have these Company Service Rules and the UCCL Pension Plans apply to them then.
 - (a) For all purposes other than any UCCL pension

or retirement plan now or hereafter in effect, Company Service Credit up to the date of commencement of employment with the Carbide Company, shall be computed in accordance with the Company Service Credit rules, if any, of the Subsidiary Company, in effect at the date he/she ceased to be an employee thereof and, in the event that no such Company Service Credit Rules existed, his/her prior Company Service Credit shall be determined by these Company Service Credit Rules, commencing with the initial date of employment with the Subsidiary Company.

- (b) For purposes related to any UCCL pension or retirement plan now or hereafter in effect, his/her Company Service Credit shall commence not later than the date of his/her employment with Carbide, as the Pension Board shall designate.

3. Effect of Previous Service with an Associated Company or Minority Interest Company

If a Carbide employee was previously employed by an Associated Company or a Minority Interest Company, then for all purposes his/her Company Service Credit shall commence on the date of his/her employment with Carbide.

4. Effect of immediate Previous Service with a Predecessor Company of Carbide

If a Carbide employee was previously employed by a Predecessor Company of Carbide, then:

- (a) For all purposes other than those related to any UCCL pension or retirement plan now or hereafter in effect, his/her Company Service Credit shall commence on a date not later than the date of employment with Carbide and may include prior Service with the Predecessor Company, as authorized by the Board of Directors of the Carbide Company.
- (b) For purposes related to a UCCL pension or retirement plan now or hereafter in effect, his/her Company Service Credit shall commence on a date

not later than the date of employment with Carbide, as the Pension Board shall designate.

APPENDIX "D"

LAY OFF ALLOWANCE PLAN

Purpose of the Plan

This plan is intended to assist an employee, laid off on account of lack of work pending the location of another position or during the waiting period for Unemployment Insurance Benefits.

Conditions Governing Payment

1. The lay off allowance will be additional to accrued vacation pay which may be payable under the Company Vacation Plan.
2. In cases involving lay off for lack of work, it is Company policy to give as much advance notice as feasible, whether or not lay off allowance is also payable under the plan.
3. A lay off allowance is payable to an employee who has three months or more of Company Service Credit and who is laid off on account of lack of work, unless the lay off is caused by a temporary suspension of work or the employee was hired for intermittent or casual work or as a temporary worker for a limited time or specific project.
4. A lay off allowance is not payable to an employee who terminates his employment voluntarily, or who is discharged, or who resigns by Company request or who is granted leave of absence, or who is retired.
5. Unless approval is given by the Company Management concerned to make the payments in lump sum or otherwise, payments of lay off allowance will be made by the regular paymasters on the regular pay days during the respective periods authorized.

Re-employment

In case an employee is re-employed by the Company after he has been paid a lay off allowance, his Company

Service Credit for any subsequent lay off allowance consideration shall start from the date of such re-employment.

Schedule of Payments

A lay off allowance will be paid to an employee eligible therefore under this plan in accordance with the following schedule. The amount payable will be calculated as follows:

(a) For straight day workers: At straight time hourly rate for **the** regularly scheduled work week in effect at the time of lay off excluding overtime premium.

(b) For a shift worker: At the rate calculated as in (a) above plus the shift bonus in effect at the time of lay off if on a fixed shift or the average shift bonus if on a rotating shift.

(c) Company Service Credit under 3 months - No allowance. Company Service Credit 3 months and under 1 year - Lay off allowance - Same proportion of 1 week's pay as completed months of service are of 12 months.

Example: 8 months Company Service Credit - allowance $8/12$ of 1 week's pay.

Company Service Credit - 1 year and under 3 years

- Lay off allowance - 1 week's pay

Company Service Credit - 3 years and under 5 years

- Lay off allowance - 1 1/2 week's pay

Company Service Credit - 5 years and under 7 years

-Lay off allowance - 2 week's pay

Company Service Credit - 7 years and under 10 years

-Lay off allowance - 3 week's pay

Company Service Credit - 10 years

-Lay off allowance - 4 week's pay

Company Service Credit - 11 years and over

-Lay off allowance - Same as for 10 years, plus 1/2 week additional for each additional year of Company Service Credit.

Addendum

Employees laid off will be covered for Extended Health, Semi-private Hospital and Group Insurance benefits (employee

pays his share of insurance premiums) for a period of three (3) months from date of lay-off.

APPENDIX 'E'

DEFINITION OF DAY WORKED

In determining which days are to be considered 'days worked' the following rules shall govern:

(a) Any day on which an employee works some time but less than full time shall be considered a 'day worked' if the Company is satisfied that the failure of the employee to work full time is due solely to one or more of the following conditions:

- (i) the employee's illness;
- (ii) the employee's injury;
- (iii) serious misfortune or other circumstances completely beyond the employee's control;
- (iv) failure of the Company to provide work;

(b) Any day shall be considered a 'day worked' on which an employee personally reports on the job with reasonable expectation of work and is sent home because of lack of work or because of other circumstances which the Company is satisfied are completely beyond the employee's control.

(c) Any day on which an employee performs no work for the Company, or on which he works some time but less than full time for any reason other than those stated in (a) above, will be excluded entirely in computing 'days worked'.

(d) A full day's absence will not be credited as 'day worked' in calculating the seventh day worked in a week for any reason except under the condition mentioned above, namely, days on which the employee reports for regular work but is sent home because of lack of work or other reasons beyond his control.

(e) When an employee works part of a day, he may be given credit for a full 'day worked' but in case he is not credited with a full day worked' the part day will be completely disregarded in calculating 'days worked'. Full credit or no credit is given, in accordance with the provisions outlined above.

APPENDIX "F"
DEDUCTION AUTHORIZATION

Date.....

To the Paymaster:

Pursuant to Contract Agreement entered into by UCAR Carbon Canada Inc. Welland, Ontario, plant, and Local 523, United Electrical, Radio and Machine Workers of Canada, I hereby authorize and request you to deduct from my wages an amount as specified in Article 3, Section 3, and to pay each week the amount ~~so~~ deducted to the Treasurer of the said Union.

This authorization shall be effective commencing (month)..... (year), and shall continue in effect during the life of the said Contract unless I am transferred out of the bargaining unit, or cease to be an employee of the Company during the Contract.

In the event said Contract is automatically renewed for a further period of twelve months, or a new Contract is entered into by the Company and the Union which contains a similar Union dues deduction authorization provision, I hereby extend the life of this authorization to cover such further period.

Signed.....

Witness.....

APPENDIX 'G' APPRENTICESHIP TRAINING PROGRAM

Purpose -

To provide qualified employees with a thorough knowledge of methods and practices of their chosen trade, to develop and maintain high standards of workmanship, and offer an opportunity to qualified Union Carbide employees to become fully qualified and responsible tradesmen.

Qualifications of Applicants -

Applicants for the Apprenticeship Program must have the necessary qualifications as determined by the Company.

Number of Apprentices -

The number of apprentices to be employed in the trade shall not exceed one (1) apprentice for the first qualified "A" tradesman and (1) additional apprentice for every three (3) additional "A" tradesmen employed in the trade.

Continuity of Training -

Provided their progress is satisfactory to the Company, apprentices shall continue in the program except for circumstances beyond the control of the Company; for example loss of business, anticipated business not materializing, etc. During the course of the apprenticeship, the apprentice will be expected to successfully pass practical tests which the Company may from time to time require. The apprentice will also be required to successfully complete all classroom training and pass the Government test for an "Ontario Certificate of Qualification" in the applicable trade. Should the apprentice fail to satisfy any of these requirements, he will be given one further opportunity only to meet the requirements.

When a reduction of the "A" tradesmen force is necessary, apprentices shall be laid off in accordance with the ratio of apprentices to "A" tradesmen in the reverse order of their entry into the apprenticeship program. If, following the reduction, apprentices are again required, those who were removed from the program in accordance with the above, will be returned to the program in the reverse order of their removal before new apprentices are assigned.

Duration-

The duration of training and instruction will be in accordance with the Contract of Apprenticeship and the Tradesmen's Qualification Act and Regulations. A new apprentice will start at the Apprentice "C" wage rate and progress to Apprentice "B" wage rate when he has two years left in the apprenticeship.

SUPPLEMENTAL AGREEMENT

Covering

PENSION PLAN

GROUP INSURANCE PLAN

DENTAL ASSISTANCE PLAN

TO THE

PRINCIPAL COLLECTIVE BARGAINING

CONTRACT

between

UCAR CARBON CANADA INC. Welland, Ontario

and

UNITED ELECTRICAL, RADIO AND MACHINE WORKERS OF CANADA AND ITS LOCAL 523

This Agreement, relating to the "A" Non-Contributory Pension Plan, as revised, "B" Group Insurance Plan, and "C" Dental Assistance Plan, with effect from January 1, 1986, by and between.

UCAR Carbon Canada inc (hereinafter referred to as the 'Company') and United Electrical, Radio and Machine Workers of Canada, Local 523 (hereinafter referred to as the 'Union').

PART 'A' - PENSION PLAN

Witnesseth:

The parties hereby agree upon the maintenance of the Pension Plan for the bargaining unit employees represented by

the Union at the Welland Plant, subject to the following terms and conditions:

1. The Company agrees to make available benefits under the Non-contributory Pension Plan as set forth in the Pension Plan document dated January 1, 1986 (herein called the "Pension Plan") a copy of which is attached hereto and made a part hereof.

2. It is understood that if any dispute shall arise between the Company and any bargaining unit employee under the Pension Plan as to:
 - A. The calculation of his Company Service Credit;
 - B. The age of the employee;
 - C. The Earnings Average of the employee as defined in the Pension Plan;
 - D. Whether an applicant, who shall have been determined to be totally and permanently disabled and who shall have at least 10 years of Company Sewice Credit but shall not have attained the age of 65 years, shall have become totally and permanently disabled through any of the causes enumerated in Article V11 of the Pension Plan: then such dispute as stated in either "A", "B", "C" or "D" above may be taken up through the Grievance Procedure of the principal Collective Bargaining Contract between the parties then in effect. It is understood that an employee who retires and commences to receive a Pension Benefit (as distinguished from a Disability Benefit) will have no rights to resume active employment with the Company.

3. If any dispute shall arise between the Company and any bargaining unit employee, as to whether such employee is, or continues to be, totally and permanently disabled within the meaning of the Pension Plan, such dispute shall be resolved as follows:

The employee shall be examined by a physician appointed for the purpose by the Company and by a physician appointed for the purpose by the Union. If they disagree concerning whether the employee is totally and permanently disabled, the

question shall be submitted to a third physician selected by such two physicians. The medical opinion of the third physician, after examination of the employee and consultation with the other two physicians, shall be final and binding on the Company, the Union and the employee. The fees and expenses of the physician appointed by the Company shall be borne by the Company and the fees and expenses of the physician appointed by the Union shall be borne by the Union. The fees and expenses of the third physician shall be shared equally by the Company and the Union.

4. The obligation of the Company to maintain the Pension Plan as herein provided is subject to the following conditions:

- A. That the Pension Plan, as herein provided, be approved by the Minister of National Revenue For Canada, the Pension Commission of Ontario and/or other appropriate government authority, whether Federal or Provincial, and that such approval be maintained continuously thereafter; and
- B. That the Pension Plan qualify under the Income Tax Acts, the Ontario Pension Benefits Act and any other applicable Federal or Provincial tax and pension benefit laws (as such Acts or laws are now in effect or are hereafter amended or enacted); and
- C. That the Company be entitled and have the right to deduct for income tax purposes any and all contributions made by the Company under the Pension Plan, pursuant to the Income Tax Acts and any other laws, Federal or Provincial, having to do with taxation (as such Acts or laws are now in effect, or are hereafter amended or enacted).

In the event that any revision in the Pension Plan is necessary to receive or maintain the approval referred to in 4A hereof, or in order to obtain or retain the right to make the deduction referred to in 4C hereof, the Company and the Union shall resume negotiations for the purpose of reaching an agreement on such revision, it being understood

that such revision shall be held to a minimum adhering as closely as possible to the intent of the Company and the Union as expressed in the Pension Plan and in this Agreement.

5. The Pension Plan referred to in this Agreement shall be non-contributory. It is understood, however, that an eligible bargaining unit employee who is a participant in the contributory Employees' 1966 Retirement Plan of Union Carbide Canada Limited on the day preceding the effective date of this Agreement may, as an employee of Union Carbide Canada Limited, continue to participate in this plan, but such participation will in no manner render them ineligible for the applicable non-contributory Pension Plan benefits as provided in Article V1 of the Pension Plan.
6. During the term of this Agreement, the Company Service Credit for an employee for the purpose of determining eligibility for Benefits under the Pension Plan, and of computing the amount of such Benefits, shall be determined in accordance with the Company Service Credit Rules set forth in the principal collective bargaining contract.

PART 'B' - GROUP INSURANCE PLAN

1. The Company agrees to make available benefits under the Group Insurance Plan to eligible employees who participate in the Plan as set forth in the booklet entitled "Group Insurance Plan - Hourly Employees", dated July 1, 1973 as amended March 1, 1981 and January 1, 1986 (hereinafter referred to as the "Insurance Booklet"), a copy of which is attached hereto and made a part hereof.
2. Participation in the Group Insurance Plan shall be on a voluntary basis.
3. The costs to employees for Basic Life Insurance are set forth in the Insurance Booklet. Any increase in these costs during the term of this Agreement will be shared equally by the Company and employees. The costs to

employees for Supplemental Life Insurance are set forth in the Insurance Booklet and these costs will be adjusted as and if necessary in order to maintain total employee payment of Supplemental Life Insurance during the term of this agreement. Sickness and Accident Insurance for participating active employees shall be non-contributory. Each participating active employee shall pay his cost of the Group Insurance Plan by payroll deduction pursuant to his written authorization therefore on a form supplied by the Company. An early retiree who qualifies for and elects the option to continue the full amount of (a) his Basic Life Insurance or (b) his Basic and Supplemental Life Insurance up to age 65, as set forth in the Insurance Booklet, shall make his payments in advance monthly (or quarterly if he desires) to the office or postal address designated by the Company.

4. The Company shall retain the right to arrange through an insurance company or other carrier for coverage providing the benefits under the Group Insurance Plan, current coverage having been arranged with Metropolitan Life Insurance Company (herein called the "Insurance Company").

In the event of the enactment or amendment of any Federal or Provincial Law providing the benefits similar in whole or in part, to those covered by Part B of this Agreement, and requiring either (a) compulsory participation by any employee or the Company; or (b) compulsory payment of taxes or contributions by any employee or the Company; or (c) benefit costs either to any employee or the Company different from those provided for under Part B of this Agreement. then the parties hereto agree that they will amend this Agreement so as to provide that the total cost to the Company for insurance benefits or whatsoever nature for its employees will not be greater in amount than such costs as provided by law or by Part B of this Agreement, which costs are greater.

5. The administration of the Group Insurance Plan here-

under and the payment of benefits under the Plan shall be handled directly by the Insurance Company, it being understood that a claimant whose benefits claim is denied may contest such denial with the Insurance Company, but that he shall have no redress whatsoever against the Company. It is agreed, however, that in any case in which an employee claiming benefits under the Group Insurance Plan and desiring to file such claim with the Insurance Company, becomes engaged in a non-medical factual dispute with the Company in connection with such claim (such as, for example, but not limited to, disagreement over his earnings group, eligibility, employment status, amount of Company Service Credit, or other non-medical factual question), such employee and the Union may process such dispute through the Grievance Procedure set forth in the Principal Collective Bargaining Contract then in effect between the parties. It is agreed that any arbitration award as to such factual dispute shall be final and binding upon the parties hereto and the employee thereafter may present his claim to the Insurance Company on the basis of the facts as determined by said award. It is agreed, however, that any and all medical questions in dispute shall be determined solely by the Insurance Company.

PART "C" - DENTAL ASSISTANCE PLAN

1. The Company agrees to make available benefits under the Dental Assistance Plan to eligible employees who participate in the Plan as set forth in the booklet ("Dental Assistance Plan" amended September 1, 1984, hereinafter referred to as the "Dental Assistance Plan"), a copy of which is attached hereto and made a part hereof.
2. Employees and their eligible dependents will be automatically enrolled in the Dental Assistance Plan on the first day of the month following the date the employee completes one (1) year of Company Service Credit under the Service Credit rules of the Company.

3. The Company agrees for the term of this agreement to pay the full cost of benefits under the Dental Assistance Plan for employees and their eligible dependents for the period of the employees' active employment with the Company. In the event that the costs for present coverage are increased during the term of this agreement the Company shall pay for such additional costs and, in the event the costs for such coverage is reduced, or if similar coverage is subsequently provided by any Federal, Provincial or Municipal body through a taxation system during the term of this agreement, the parties agree that there shall be deemed to be no savings thereby and the Company shall not be obliged to provide any other additional benefits in substitution for such coverage.
4. No person shall be eligible to file a claim as an employee and also as a dependent under the Dental Assistance Plan.
5. All claims under the Dental Assistance Plan will be paid by a Claims Administrator, the present Claims Administrator being the Mutual Life Assurance Company. It is understood that the Company retains the right to select and/or change the Claims Administrator, providing the level of benefits remain similar to or better than presently provided.
6. All claims under the Dental Assistance Plan shall be filed by the claimant with the Claims Administrator on the prescribed claim form according to the procedure set out in the Dental Assistance Plan booklet. If any dispute shall arise between the claimant and the Claims Administrator in regard to the filing of claims or the authenticity of a claim, such dispute shall be resolved **by** the claimant and the Claims Administrator.
7. Effective January 1, 1990 all claims under the Dental Assistance Plan shall be administered under the applicable 1989 Provincial Dental Association fee schedule. Effective January 1, 1992, all claims under the Dental Assistance Plan shall be administered under the applicable 1991 Provincial Dental Association fee schedule.
8. Effective April 1, 1991, orthodontic coverage will be

added to the Major Restorative portion of the Plan for dependent children to age 21 with a lifetime maximum of \$1500 per child.

PART "D" - GENERAL PROVISIONS

1. During the term of this agreement, the Company Service Credit of an employee for the purpose of determining eligibility for benefits under the Pension, Group Insurance, and Dental Assistance Plans, and of computing the amounts of such benefits, shall be determined in accordance with the Company Service Credit Rules set forth in the Principal Collective Bargaining Contract then in effect between the parties.
2. The Union will not cause or permit its members to cause nor will any member of the Union take part in any strike either sitdown, stayin, or any other kind of strike or any other kind of interference or any other stoppage, total or partial, during the term of this agreement for the purpose of obtaining any change in the terms and conditions of this agreement. The Company shall have no obligation to negotiate or bargain with the Union in respect to Pension, Group Insurance, and Dental Assistance benefits during the term of this agreement except as this agreement specifically provides otherwise.
3. This Pension, Group Insurance, and Dental Assistance Plan Agreement shall be effective as of January 1, 1986, provided that it has been executed by both the Company and the Union prior to February 28, 1986, and if so executed, it shall replace all prior agreements pertaining to the Pension, Group Insurance Plans and Dental Assistance Plan including any amendments to them.

Further, this Pension, Group Insurance, and Dental As-

sistance Plan Agreement shall remain in effect until 11:59 p.m., December 31, 1990, and thereafter for successive periods of one year each unless either party notifies the other in writing not more than 90 days or less than 45 days prior to an applicable expiration date that it wishes to modify or terminate the agreement. Upon such timely notice, the parties shall meet within twenty (20) days in an effort to reach an agreement.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be signed by its duly authorized representatives this 28th day of February in the year 1986.

FOR THE COMPANY

L. M. Hardy
W. L. Davies
G.S.Ovenden
R.P.Gorman
W.A.Price
J.O.Stokes

FOR THE UNION

C.Fry
D.Radobenko
M.Currie
R.Royer
T.Goss
G.Cook
M.Menicarin

Mr. G. Cook, Business Agent,
Local 523, U.E.R.M.W.C.,
16 Steel Street,
Welland, Ontario.

Dear Mr. Cook:

Letters of Understanding

During the term of the Collective Agreement between the parties effective April 1, 1990, the following understandings have been reached:

Item 1 - Shift Change

(a) In the event that the employee(s) agrees to a shift change and the Company subsequently cancels such change, the Company will pay the employee(s) concerned time plus one-half the basic hourly rate for the first 8 hours worked on his next regular shift. This provision shall not apply if the change in shift schedule is the result of a request by the employee(s).

(b) Should the Company post a schedule of working hours which requires the employee(s) to work overtime, such schedule will not be changed. In the event the employee's normal work is not available, non-classified work will be provided.

Item 2 - Communication of Occupational Health Information

1. Members of Joint Health and Safety Committee to be provided with a quarterly report. Report will contain sample results received in the past three months plus a schedule of sampling to be conducted during the next three months.
2. Sample results will be identified as such in the quarterly report. Questionable results will be discussed at a Joint Health and Safety Committee meeting. The investigation of a sample result may include:
 - (a) review of past sampling results,
 - (b) resampling with input from worker members of the Joint Health and Safety Committee,
 - (c) sampling of other employees in same work area.

3. Any meetings with employees to discuss sample results will be scheduled to permit attendance by a worker member of the Joint Health and Safety Committee.

Item 3 - Distribution of Overtime - Maintenance

Overtime will be distributed in accordance with the document entitled "Guidelines for the Assignment of Overtime in the Maintenance Department as presented to Department Stewards 16th. May, 1986.

Item 4 - Welders Testing

1. Each welder will have the opportunity to take the test twice with a dry-run preceding each test.
2. Should a Welder fail each of these tests, he will remain an 'A Welder, and have a further opportunity to take another test, preceded by a dry-run, after an interval of six (6) months.
3. Should the Welder fail this third test, his hourly rate will be reduced to the midpoint between Welder 'A' and Welder 'B'.
4. After a further period of six (6) months, the Welder becomes eligible to attempt the tests as in (1) above. In the event a Welder continually fails the test, his hourly rate of pay will remain at the midpoint between the 'A' and 'B' Welder rates.

Item 5 - Vacation Entitlement - Lay Off

When an employee is laid off by the Company and such employee is entitled to receive a vacation payment equal to 4% of his earnings, the employee can elect to receive this payment either at time of layoff or during the last week of the calendar year in which layoff occurs.

Item 6 - Coveralls

It is the intention of the Company to review, with regard to regulated substances only, the issue of coveralls.

Item 7 - Technological Change

During the lifetime of this Agreement if the Company

plans plant closure or the discontinuation of an existing operation within the bargaining unit that may cause a lay off or anticipates the introduction of new technology that may cause a lay off, the Company will notify the Union as soon as reasonably possible of the planned change.

Item 8 - Overtime Work Assignments

Whenever it is possible to do so, the Company will assign qualified employees to overtime work assignments. For example, the overtime scheduling procedure will be exhausted before an employee who is not qualified to perform the overtime work is assigned to a job.

When it is necessary to assign work to an employee who is not qualified, the Company will provide the employee with the necessary instructions to do the specific work required safely.

Item 9 - Distribution of Overtime

If the department has 8 hours' or less notice that overtime is required, the selection must be made on the following basis:-

- STEP 1 - Employee in the department, on the classification, in the plant and with the least number of overtime hours.
- STEP 2 - Employee in the department, in the plant, outside the classification but qualified to perform the work, and with the least number of overtime hours.
- STEP 3 - Employee in the department, on the classification, outside the plant, and with the least number of overtime hours.
- STEP 4 - Employee in the department, outside the plant, outside the classification but qualified to perform the work, and with the least number of overtime hours.

If the department has more than 8 hour's notice that overtime is required, the selection must be made on the following basis:

- STEP 1 - Employee in the department, on the classification and with the least number of overtime hours
- STEP 2 - Employee in the department, outside the classification but qualified to perform the work, and with the least number of overtime hours

In the interest of safety, employees will not be asked to work more than two consecutive sixteen hour shifts unless all other qualified employees in the department have declined or are not available to perform the work. Should an employee decline to work the third consecutive overtime shift, these overtime hours will not be charged against him

No individual shall be entitled to work more than sixteen (16) hours in any twenty-four (24) hour period except in an emergency. Temporary employees as defined in Article 10 Section 5(e) will be eligible for overtime after Step 2 of the above procedure has been exhausted

Item 10 - Safety and Health

1. The Company agrees to notify employees that when medical testing relating to the workplace is required, they can select a doctor of their choice on the understanding the employee pays the total cost involved and provides the Company physician with the information required
2. The Company will continue to undertake all biological monitoring and medical testing and examination during working hours without cost to the employee
3. The Company agrees to post any medical requirements pertaining to a job on the job posting form

Item 11 - Contracting Out

The Company agrees to convene a meeting once every three (3) months, at a mutually convenient date, between the Manager, Human Resources and the Plant Manager or his designate with the Shop Chairman and one other Union official. The Shop Chairman will notify the Manager, Human Resources at least five (5) days

prior to such meeting of the subject matter which the Union wishes to discuss at the meeting. The purpose of such meetings will be to discuss matters of mutual concern with regard to the contracting out of work, including but not restricted to :

- (i) the reasons for such work being contracted out and the expected duration;
- (ii) future plans of the Company with respect to major contracted services;
- (iii) ways and means of practically minimizing contracting out which is of concern to the Union, thereby improving employment opportunities for employees; and
- (iv) review the effectiveness of the utilization of the Trades group to minimize the use of outside contractors.

Item 12 - Temporary Transfers

If it becomes necessary to transfer employees, for temporary periods in excess of thirty-one (31) days, to other departments, such temporary periods will not exceed eight (8) weeks. This provision will be triggered by :-

1. A Special customer order or
2. A temporary imbalance in production requirements (eg. a reduction in coke forming coincident with an increase in another department).

Temporary transfers will be made on a reverse departmental seniority basis. When applying this provision, which will not be used in conjunction with the temporary assignment as outlined in Article 10 Section 1(c), the Company will limit its use to four (4) times per year and the maximum number of employees transferred on each occasion will be ten (10). The Company will notify the Shop Chairman and Chief Steward in advance the reasons for the temporary transfers, the number of employees involved and the duration. Upon completion of the temporary transfer the employees involved will return to their permanent classifications. Employees in the department where the additional manpower is re-

quired will have first opportunity to the temporary vacant positions based on their seniority and the employees transferring to that department will select a remaining vacancy in accordance with their plant seniority or displace a temporary employee in another department. In such an event the temporary employee will replace the transferred employee and be placed on the last vacant job. Transferred employees will be paid the higher of the rate of the temporary classification or the rate of his permanent classification.

Departments 327; 354; 331; 347; 304; 342 and 455 will be excluded from this provision.

The Company agrees that no department will be affected more than twice in any one year.

In the event that overtime is required in an employee's temporary classification, the employee involved will be entitled to share in such overtime. At the conclusion of the temporary transfer the overtime charged to the employee while on the temporary classification will be compared to the overtime charged to employees holding the same permanent classification for the same period. If the average overtime charged to employees in his permanent classification is greater, the employee concerned will be paid fifty (50) per cent of this difference.

Yours truly,

W.L. Davies
Manager, Human Resources