

# **AGREEMENT**

Between

**ATLAS SPECIALTY STEELS  
A DIVISION OF SLATER STAINLESS CORP.**

and

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

**LOCAL 1997  
MARCH 23, 2001 TO MARCH 22, 2004**

**01520 (07)**

AGREEMENT

BETWEEN ATLAS SPECIALTY STEELS  
A DIVISION OF SLATER STAINLESS CORP.

(HEREINAFTER CALLED "THE COMPANY")

AND THE

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

and its' LOCAL 1997

(HEREINAFTER CALLED "THE UNION")

## ARTICLE 0 - PREAMBLE

Whereas the Canadian Autoworkers Union, as a collective bargaining agency to bargain collectively on behalf of the hourly-rated employees of the Welland Plant of Atlas Specialty Steels, a **Division of Slater Stainless Corp.**, with respect to working conditions, health, safety, hours of labour, wages, rates of pay, and all other matters pertaining to the welfare and advancement of the hourly-rated employees of the Welland Plant of Atlas Specialty Steels, **a Division of Slater Stainless Corp.** 0.01

And Whereas the Union is dedicated to promote greater co-operation and more efficient communication between the Company and its employees: 0.02

And Whereas the Union and the Company agree that the aims of the regulations in this Agreement are to promote cordial relations at the Welland Plant of Atlas Specialty Steels, **a Division of Slater Stainless Corp.** 0.03

Now therefore this Agreement witnesseth that the parties hereto agree as follows: 0.04

## ARTICLE 1 - RECOGNITION

1. The Company recognizes the Union as the exclusive bargaining agent of the employees in the bargaining unit defined in this Agreement. 1.01

2. **Employee Definitions and Exclusions** 1.02  
 For the purpose of this Agreement an employee is a person who is receiving wages for performing work for the Company and is in the bargaining unit composed of all employees of the Company employed in and about the Company's manufacturing plant located at Welland, Ontario, Canada, but excluding all salaried employees, Section Leaders, Maintenance Supervisors, Melters, and Assistant Rollers and Rollers of the Blooming and Bar Mills or any employee acting full-time in a supervisory or confidential capacity whether on salary or hourly pay, Watchmen and members of the Plant Protection Department. Any dispute in connection with the interpretation of the term "employee" may be subject to settlement in accordance with the Grievance Procedure, and if necessary, arbitration procedure as laid down in this Agreement.
  
3. **No Discrimination** 1.03  
 Both the Company and the Union agree that there will be no discrimination, intimidation, restraint, or coercion exercised or practiced upon any employee of the Company or any members of the Union by either the Company or the Union or because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offenses, marital status, family status or handicap.
  
4. 1.04  
 It is understood and agreed that anyone outside of the bargaining unit shall not perform work which is normally done by members of the bargaining unit except for purposes of training, safety, experimental, emergency or preventing costly loss or damage, providing bargaining unit employees are not displaced as a result of such action.
  
5. 1.05  
 Whenever the masculine gender is used in this Agreement, it shall be read and construed to include the feminine gender.

## ARTICLE II - MANAGEMENT

1. 2.01  
 The Company has the exclusive right and power to plan, direct and control plant operations, to schedule production, to determine work, methods of production, and products to be manufactured, including the right to hire, suspend, promote, demote, transfer or layoff for lack of business and discharge or discipline for just cause.
  
2. 2.02  
 The Company shall not use these rights and powers in conflict with any of the provisions of the Agreement.

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## ARTICLE III - HOURS OF WORK

1. This article is intended to define the normal hours of work and shall not be construed as any guarantee of work or pay, or of hours of work per day, or per week, or of days of work per week. This article shall not be considered as any basis for the calculation of overtime. 3.01
2. The regular workday shall be eight (8) consecutive hours of work in a twenty-four (24) hour period. 3.02
3. **Starting Times** 3.03
  - a) The regular shift starting times are recognized to be between the hours of 11:00 p.m. and midnight, 7:00 a.m. and 8:00 a.m., and 3:00 p.m. and 4:00 p.m.
  - b) However, for the six (6) month period following ratification of this Collective Agreement, the starting times for the Melting and Casting operations shall be between the hours of 10:00 p.m. and midnight, 6:00 a.m. and 8:00 a.m. and 2:00 p.m. and 4:00 p.m. It is agreed that within this six (6) month period the Union shall seek to obtain the approval of the employees in the Melting and Casting operations to make these range of starting times permanent and, upon such approval, such starting times will become permanent.**
  - c) These starting times **outlined in a) and b) above** are subject to change in cases of emergencies, breakdowns, or preparatory start up of work. In addition, starting times outside of the above hours may be changed by agreement between the Company and Union committee.
4. The day may be a calendar day or a twenty-four (24) hour period and the regular work pattern shall be five (5) consecutive days per week commencing with the employees first shift on Monday, or the established four (4) crew schedule except in cases of breakdowns, emergencies, holidays, depressed business conditions, or cases of economic advantage to the Company in specific departments (hot units). Under these circumstances, the company will provide the union with the opportunity to discuss any changes in the regular work pattern prior to their implementation. 3.04

\* see item 3 - letter of understanding

5. **Four Crew Schedule** 3.05

When necessary, the company may, in the interest of efficient operations, schedule units on a four (4) shift basis after satisfactory discussion with the union committee. It is agreed that such units shall operate 21 shifts per week except in cases of breakdowns, scheduled maintenance, holidays, or circumstances over which the Company has no control.

In the event of depressed business conditions, the amount of work will be reduced as follows:

- (a) the schedule is reduced to 20 shifts, then the Saturday 8-4 or 4-12 shift shall be eliminated.
- (b) the schedule is reduced to 19 shifts, then 2 of the following shifts shall be eliminated: Saturday 8-4, Saturday 4-12 or Sunday 12-8 shifts. This schedule may continue for a maximum of 4 consecutive weeks. If there are definite indications that orders will be available within an additional 2 weeks, this schedule may be extended by mutual agreement between the Company and the Union committee.
- (c) in the interest of continuity of operations, the Company can reduce shifts adjacent to paid holidays.
- (d) it is understood that under the conditions outlined in (b), and (c) above, an individual's days of work may not be consecutive.
  
- (e) the foregoing shall not alter the schedule in the melt shop or any other area deviating from the above which has been established by agreement between the Company and Union committee.

6. **Average Hourly Rate** 3.06

For the purpose of this article average hourly rate shall be calculated as the employee's straight time hourly earnings including applicable incentive earnings, but excluding shift differentials, premium pay, overtime earnings and holiday pay, during the previous four (4) closed and calculated pay periods worked by the employee.

7. **Work Not Available** 3.07

An employee who is scheduled for a full day's work, who reports for work at his scheduled starting time and for whom eight (8) hours work is not available on his regular job shall be given four (4) hours pay at his average hourly rate on his regular job and be permitted to leave the plant and shall not be considered to have worked any hours in respect of such pay, or shall be provided with a minimum of 4 hours work at the average hourly rate of pay for his regular scheduled job and assigned to other work, such assignment shall be at the election of the Company. If the employee elects not to perform the assigned work, he will be permitted to leave the plant without pay.

8. The provisions of Paragraph 3.07, above, shall not apply when work is not available because of conditions over which the Company has no control, such as labour disputes, fire, storm, flood, equipment breakdown, failure or insufficiency of electrical or other power or utilities, whether occurring before or during the shift; and, when work is suspended on the day before a holiday; or when normal work is completed prior to the end of a shift (i.e., Melting, Hot Mills). 3.08
- (a) In the event that any of the above occur before the employee starts work on his regular shift and he reports for work as scheduled and work is not available and 3.09
- 1) the employee is sent home at the election of the Company, he shall receive an allowance of two (2) hours pay at their base hourly rate but will not be considered to have worked any hours for such allowance. 3.10
- 2) the employee is requested by supervision to remain at his place of work while a decision is made, he shall receive pay at his standard rate for the time during which he remains at such place of work at the Company's request plus two (2) additional hours at their base rate. 3.11
- (b) In the event that any of the above occur during the employee's shift and work is no longer available and he is sent home at the election of the Company, he shall receive pay at his gross hourly rate of pay for the time he has worked or two (2) hours pay at their base hourly rate, whichever is the greater. 3.12
9. The provisions of paragraphs 3.07 to 3.12 inclusive, shall not apply if the Company notifies the employee not to come to work, and gives such notice at least two hours before his shift starting time, or before such employee leaves his home. A telephone message to a person other than a pre-teenaged child answering the telephone at the number recorded for the employee in the Human Resources Department records will be considered to be sufficient notification to him. In cases where an employee does not have a current telephone number recorded with the Human Resources Department, he shall not be eligible for reporting pay allowance. 3.13

10. **Reporting for Work After Absence** 3.14
- If an employee has been absent for seven (7) calendar days or less because of occupational or non-occupational accident, injury or illness, and has failed to inform the Plant Protection Department of his intention to return to work on his regularly scheduled shift, the foreman shall assign him to his regular job providing no other employee has been previously scheduled on the job. In the event another employee has been scheduled on the job for that shift, the foreman shall assign the employee returning from absence to any available job in the department that the employee can perform at the regular rate of job performed. If the employee has informed the Plant Protection Department of his intention to return to work on his regularly scheduled shift, the foreman shall assign the employee scheduled to replace the absent employee to any available job in the department that the employee can perform at the standard rate of the job performed.
11. If an employee has been absent for eight (8) or more calendar days because of occupational or non-occupational accident, injury or illness, and has failed to notify the Plant Protection Department of his intention to return at least sixteen (16) hours prior to the start of such employee's regularly scheduled shift, the foreman shall: 3.15
- (a) Assign him to his regular job, providing there is work available and no other employee has been scheduled to his job, or 3.16
  - (b) Assign him to any available job in the department that the employee can perform at the rate of the job performed, or 3.17
  - (c) Send him home for that shift if there is no work available. If he is sent home he shall not be entitled to reporting pay under the provision of paragraphs 3.07 to 3.12 inclusive. 3.18
12. **Temporary Transfer** 3.19
- If the employee has been scheduled to work on his regular job, subject to paragraph 3.26 but such employee is temporarily transferred, as per paragraph 8.36, at the request of the Company to another job, either in his own or another department, he shall be paid as follows:
- (a) **Employee not on Crew Bonus**. He shall receive the higher of either: 3.20
    - 1) the earnings of the job to which he is transferred, or 3.21
    - 2) the average hourly rate of earnings of his regular job as defined in paragraph 3.06. 3.22



- (b) **Employee participating in Crew Bonus.** He shall receive the higher of either: 3.23
    - 1) the earnings of the job to which he is transferred or 3.24
    - 2) the earnings of his regular job as determined by the earnings of the crew for the period he normally would have worked had he not been so transferred. 3.25
  - (c) An employee will be considered to be scheduled on his regular job unless he is notified otherwise on his last working shift. 3.26
  - (d) In applying the provisions of paragraphs 3.19 to 3.26 it is the intention of the Company to ensure that no employee suffers a financial penalty for hours worked during such transfer (including lost overtime opportunities) because he is transferred to a job which required his particular skills or abilities. 3.27
13. **Reporting for Work - Late** 3.28\*
- If a man reports for work more than one (1) hour after the scheduled starting time of his shift and he has not reported to his foreman giving adequate reason, he will have no right or claim to any work or pay for such shift.
- \* see item 1 – letter of understanding

## ARTICLE IV - OVERTIME

- 1. Pay at the rate of one and one-half (1-1/2) times the standard hourly rate will be paid as follows: 4.01
  - (a) Hours worked in excess of eight (8) hours within the twenty-four (24) hour period commencing with the time the employee commences work. 4.02
  - (b) Hours worked in excess of forty (40) hours in a week. 4.03
  - (c) Hours worked on a paid holiday. (In addition to holiday pay as covered in Article V.) 4.04
  - (d) In a week in which one (1) or more holidays, as defined in paragraph 5.01 occurs, the hours paid for as holiday pay shall be included in with the hours actually worked during such week for the purpose of computing weekly overtime. 4.05

- (e) Hours worked when an employee is required to report for work because of an emergency. However, in no case shall he be paid less than four (4) hours' pay at his standard hourly rate. For the purpose of this Article, the term "emergency" shall be interpreted as covering any situation involving an obligation of an employee to report for work where the employee has been given less than eight (8) hours reporting notice by the Company after he has left the plant and prior to the time the employee is required to report for work. In the event the Company provides the employee with eight (8) hours or more notice to report to work prior to the required starting time or in the event he is notified of a new reporting time prior to leaving the plant, no "emergency" shall be considered to exist but rather the employee shall be considered to be rescheduled. A telephone conversation with the employee concerned will establish the time of notification. 4.06
- (f) Hours worked between 8:00 a.m. Saturday and 12:00 p.m. Sunday. 4.07
2. Scheduled shifts shall be for a minimum of eight (8) consecutive hours duration subject to the provisions of paragraph 3.08. 4.08
3. **No Pyramiding**  
For the purpose of avoiding pyramiding of overtime, hours compensated for at overtime rates shall not be counted further for any purpose in determining overtime liability under the same or any other provision. 4.09\*
- \* see item 16 – letter of understanding
4. **Personal Arrangements**  
No overtime will be paid for hours in excess of eight (8) hours in a day or in excess of forty (40) in a week because of personal arrangements between employees. All such arrangements must be made with the express permission of the foremen of the men involved. 4.10
5. **Meal Allowance**  
Employees required to work two (2) or more hours following their regular shift without having been given two (2) hours notice prior to the start of the shift, shall have a meal allowance in the amount of \$8.00 added to their time sheet for that day. 4.11
- If necessary, sufficient time with pay shall be allowed to secure such meal provided this does not interrupt the work schedule. 4.12

6. In the event an employee is scheduled to work two (2) or more hours work following his regular shift, and work is not available, he will have a meal allowance in the amount of \$8.00 added to his time sheet for that day. This provision does not apply in case of a breakdown, labour disputes, fire, storm, flood, equipment breakdown, failure or insufficiency of electrical or other power or utilities, or in any situation over which the Company has no control. 4.13
7. **Distribution of Overtime**  
Overtime will be distributed as equitably as circumstances will permit, and compatible with the efficient and economic operation of the plant consistent with the following rules and regulations, and all employees will be expected to work their fair share of such overtime as is necessary in the opinion of the Company. However, if it is necessary to work a sixth (overtime) shift on a weekend on more than two (2) occasions in any calendar month, no employee will be obligated to work such additional weekend shifts. 4.14\*
- \* see item 7,8 - letter of understanding
8. **Definition of Overtime:**
- (a) On one, two, and three shift operations, all hours paid for at time and one-half (1-1/2) rates. 4.15
- (b) On four (4) crew operations all hours worked in excess of eight (8) in a twenty-four (24) hour period, and all hours worked in excess of forty (40) in a calendar week. Four (4) crew schedules will not be interfered with for the purposes of equalizing overtime. 4.16
- (c) Hours worked when an employee is required to report for work because of an emergency. 4.17
9. **Eligibility**  
When overtime hours are to be worked, employees will be selected initially from employees working on the same overtime group within the department. Wherever practical the employees having the lowest number of overtime hours recorded within the overtime group will be selected, except that: 4.18
- (a) An employee will not be scheduled to work more than six (6) days within a calendar week for the purpose of equalizing overtime. 4.19
- (b) Sixteen (16) hour shifts will not be used to equalize overtime. 4.20

- (c) Short changes will not be used to equalize overtime if overtime is to be incurred which could otherwise be avoided. Short changes will only be used to equalize an overtime spread of over 24 hours in a group. 4.21
- (d) In the event unnecessary call-ins can be avoided, employees in the appropriate group may be scheduled in prior to or following their regularly scheduled shifts. 4.22
- (e) If the work to be performed requires a continuity of skill utilization the application of this section will be waived. 4.23

10. **Recording of Overtime**

- (a) It is understood that all eligible employees who are given sixteen (16) hours notice to work overtime and decline such overtime will be charged as having worked such overtime. However, in the event that for any reason all eligible employees decline such overtime, then the first eligible employee or employees having the lowest number of overtime hours will be required to work such overtime, and will be charged for such time worked in addition to the time charged him when he originally declined. 4.24
- (b) On one (1), two (2), or three (3) shift operations, all hours paid for at time and one-half (1-1/2) shall be recorded as overtime. 4.25
- (c) On four crew operations all hours in excess of eight (8) in a 24-hour period and all hours in excess of forty (40) including holidays, in a calendar week shall be recorded as overtime. 4.26
- (d) Employees reporting for work on a call-in or short change will be charged 2-3/4 hours on his overtime record or the actual hours worked, whichever is the greater. 4.27
- (e) An employee scheduled to work overtime will be charged the overtime hours he was scheduled to work, providing that at least sixteen (16) hours notice had been given the employee. However, in the event that the overtime requirement is subsequently cancelled, the overtime originally scheduled will not be charged. 4.28
- (f) An employee who is absent for any reason will be charged the average of the overtime hours recorded for the group during such absence. 4.29

11. **General Regulations:**

- (a) Only previously scheduled overtime may be exchanged between employees. All such arrangements must be made with the express permission of the employee's foreman. 4.30

**Changing Groups**

- (b) An employee moving into a different group or any new employee will be charged the average overtime hours of all the employees in the group on the date he comes into said group. 4.31
- (c) An employee transferred into a different group on his own volition shall have overtime rights only in the group to which he transferred in accordance with the provisions of paragraph 4.31. 4.32
- (d) An employee who is transferred to a different group at the request of the Company shall have overtime rights in his original group provided such overtime does not conflict with any overtime he is required to work in the group to which he was transferred. His overtime rights will be in accordance with the provisions of paragraph 4.31. 4.33
- (e) An employee referred to in paragraphs 4.32 and 4.33 who returns to his original group will assume his overtime hours charged at time of transfer plus the average of the overtime hours recorded for the group during his absence. 4.34

**Overtime Records**

- (f) Overtime records will be maintained in a uniform fashion and posted weekly on an overtime board in each department in a location that is visible and available to the employees and Union Representatives. 4.35
- (g) Overtime records will be reviewed once a month by a representative of the Human Resources Department and a representative of the Union Overtime Committee. 4.36
- (h) Overtime records will be maintained on a semi-annual basis and at the end of June and December there shall not be more than twenty-four (24) hours difference between the lowest number of recorded hours and the highest number of recorded overtime hours in any overtime group. 4.37
- (i) Twice a year, January 1st and July 1st, all employees will have their overtime hours adjusted to zero. 4.38

## ARTICLE V - PAID HOLIDAYS

1. The following days shall be recognized as paid holidays: New Year's Day, Good Friday, Victoria Day, Dominion Day, Atlas Picnic Day, Labour Day, Thanksgiving Day, Christmas Day, Boxing Day, and a day to be observed between December 24th and January 2nd, inclusive, at a date to be established between the Company and the Union. 5.01
2. It is agreed that the Company will endeavour to reduce operations for paid holidays during the term of this Agreement. 5.02
3. **Scheduling Before/After Holiday**  
Reasonable effort will be made to schedule employees off on the Saturday and Sunday preceding a paid holiday falling on a Monday or following a paid holiday falling on a Friday, where in the opinion of the Company, such days off do not interfere with the orderly operations of the plant. 5.03
4. In the event it is not possible for the Company to reduce operations it is agreed that the employees have a responsibility to report to work as scheduled. 5.04
5. **Work on a Paid Holiday**  
Any employee who works on a paid holiday or on its mutually agreed-upon observance, will be scheduled a day off without pay if the employee so requests. An employee who requests another day off in accordance with this paragraph will be scheduled a day off without pay within **ninety (90)** calendar days at a time acceptable to the Company and the employee. Such request would have to be initiated within two weeks from the date of the holiday. Where an employee works on more than one paid holiday within a sixty (60) calendar day period and requests the time off, the Company will endeavour to schedule such time off as requested. 5.05
6. **Observance of Holiday**  
The Company and the Union may, by mutual consent, observe the holiday on some day other than the one on which the holiday falls. 5.06
7. **Regulations in Regard to Pay For the Aforementioned Recognized Holidays:**  
As applied to this section, an employee eligible for Holiday Pay is one who meets both the following requirements: 5.07

(a)	He is a regular employee as defined in paragraph 8.09 of this Agreement.	5.08
(b)	He works on his last scheduled work day immediately preceding the day of the holiday or the day of its mutually agreed-upon observance as in paragraph 5.06 and his first scheduled work day immediately following the day of the holiday or the day of its mutually agreed-upon observance.	5.09
	An employee who does not qualify for holiday pay under paragraph 5.09 shall be ineligible for a maximum of one (1) paid holiday per occurrence.	5.10
8.	The requirement of paragraph 5.09 only shall be waived by the Company under the following conditions:	5.11
(a)	Death in the immediate family as covered in Article XII of this Agreement.	5.12
(b)	Court Subpoena as witness.	5.13
(c)	Called for jury duty.	5.14
(d)	Called to appear before the Workplace Safety and Insurance Board.	5.15
(e)	If an employee is a veteran and received notice to appear before the War Pensions Board.	5.16
(f)	If an employee receives an occupational accident and is absent on advice of a physician.	5.17
(g)	If absent due to personal non-occupational sickness or accident and reason is substantiated by a doctor's certificate or certificate from the Company's Medical Department, such employee will be eligible for a maximum of three (3) paid holidays falling within the period of such non-occupational illness or injury. However, should Christmas Day, Boxing Day and New Year's Day fall within the above period of personal non-occupational sickness or accident, the employee will be eligible for a maximum of three (3) paid holidays.	5.18
(h)	The employee is on vacation (in accordance with paragraph 9.03 and 9.04).	5.19

- (i) If an employee has been granted permission by his departmental superintendent to be absent for personal reasons. The employee will make his request at least seventy-two (72) hours prior to the holiday. Superintendent will notify the employee of his decision within twenty-four (24) hours following the day the request was submitted. The requirement that a request must be submitted at least seventy-two (72) hours prior to the holiday may be waived at the discretion of the departmental supervision. 5.20
  
- 9. **Paid Holiday During Vacation Period** 5.21
 

Where any paid holiday occurs during a vacation period granted to any employee under Article IX - Vacation, the employee will receive his holiday pay in accordance with the provisions of Paragraph 5.08 of this article and will be scheduled a day off without pay within **ninety (90)** calendar days at a time acceptable to the Company and the employee. **Unless otherwise mutually agreed between the Company and the employee prior to the start of an employee's vacation period, the Company will automatically schedule the day(s) off at the beginning of the work week after such vacation period.**
  
- 10. **Holiday Pay Not Payable if:**
  - (a) The employee has been absent because of reasons other than those included in paragraphs 5.07 to 5.19 inclusive. 5.22
  
  - (b) The employee is scheduled or given reasonable notice to work the day of observance and does not work. 5.23
  
- 11. **Method of Pay:** (for employees with seniority status).
  - (a) Pay for holidays not worked shall be eight (8) times his average hourly earnings, including overtime, shift premium, production bonus, call-in allowance, and such other payments made within the provisions of this Agreement for the twelve (12) month period ending December 31 of the previous year. This average hourly rate will be used for determination of holiday pay for all holidays in the twelve (12) month period beginning March 15th. 5.24
  
  - (b) Regular employees with less than one (1) year's service, who are eligible for holiday pay will be paid holiday pay based on their average hourly rate as defined in paragraph 3.06. 5.25
  
  - (c) In no case will the employee referred to in paragraphs 5.24 or 5.25, receive less than eight (8) hours pay at his standard hourly rate for the holiday not worked. 5.26



12. **Work on a Paid Holiday** 5.27  
 If a regular employee works on a paid holiday, he shall be paid at the rate of one and one-half (1-1/2) times his standard hourly rate for the first eight (8) hours of work performed and double the standard hourly rate for all hours worked in excess of eight (8) hours on the said paid holiday, plus regular shift differential and regular bonus earned. In addition, the employee will be paid the amount calculated in paragraphs 5.24, 5.25 or 5.26 provided all conditions outlined in this article of the Agreement are complied with.
13. The pay for the holiday shall be included in the regular pay for the week in which the holiday falls. 5.28
14. (For the Probationary Employee). In the event that no work is performed thereon, there shall be no pay. In the event that work is performed thereon, time and one-half shall be paid. 5.29

## **ARTICLE VI - RATES OF PAY**

1. The Job Description and Classification Manual for Hourly-rated Production, Clerical, Technical and Maintenance jobs based on Cooperative Wage Study (C.W.S.) principles dated January 11, 1963 (hereinafter referred to as "THE MANUAL"), is incorporated in this Agreement as Appendix "A". 6.01
2. The Standard Hourly Wage Rate and Bonus Rate for the various job classes shall be as set out in paragraph 6.04. 6.02
3. The increment between job classes for the Standard Rates shall be eighteen point seven (18.7) cents per hour and jobs classified in Job Class 1 and Job Class 2 will continue to be paid the rate for Job Class 3. 6.03

**STANDARD HOURLY WAGE SCALE OF RATES:  
EFFECTIVE MARCH 22, 2001**

<b>Job Class</b>	<b>Standard Rate</b>	<b>Bonus Rate</b>
1	Not	Not
2	Used	Used
3	19.174	13.422
4	19.361	13.553
5	19.548	13.684
6	19.735	13.815
7	19.922	13.945
8	20.109	14.076
9	20.296	14.207
10	20.483	14.338
11	20.670	14.469
12	20.857	14.600
13	21.044	14.731
14	21.231	14.862
15	21.418	14.993
16	21.605	15.124
17	21.792	15.254
18	21.979	15.385
19	22.166	15.516
20	22.353	15.647
21	22.540	15.778
22	22.727	15.909
23	22.914	16.040
24	23.101	16.171
25	23.288	16.302
26	23.475	16.433
27	23.662	16.563
28	23.849	16.694
29	24.036	16.825
30	24.223	16.956
31	24.410	17.087
32	24.597	17.218
33	24.784	17.349



**STANDARD HOURLY WAGE SCALE OF RATES:  
EFFECTIVE MARCH 23, 2002**

<b>Job Class</b>	<b>Standard Rate</b>	<b>Bonus Rate</b>
1	Not	Not
2	Used	Used
3	19.274	13.492
4	19.461	13.623
5	19.648	13.754
6	19.835	13.885
7	20.022	14.015
8	20.209	14.146
9	20.396	14.277
10	20.583	14.408
11	20.770	14.539
12	20.957	14.670
13	21.144	14.801
14	21.331	14.932
15	21.518	15.063
16	21.705	15.194
17	21.892	15.324
18	22.079	15.455
19	22.266	15.586
20	22.453	15.717
21	22.640	15.848
22	22.827	15.979
23	23.014	16.110
24	23.201	16.241
25	23.388	16.372
26	23.575	16.503
27	23.762	16.633
28	23.949	16.764
29	24.136	16.895
30	24.323	17.026
31	24.510	17.157
32	24.697	17.288
33	24.884	17.419

**STANDARD HOURLY WAGE SCALE OF RATES:  
EFFECTIVE MARCH 23, 2003**

<b>Job Class</b>	<b>Standard Rate</b>	<b>Bonus Rate</b>
1	Not	Not
2	Used	Used
3	19.374	13.562
4	19.561	13.693
5	19.748	13.824
6	19.935	13.955
7	20.122	14.085
8	20.309	14.216
9	20.496	14.347
10	20.683	14.478
11	20.870	14.609
12	21.057	14.740
13	21.244	14.871
14	21.431	15.002
15	21.618	15.133
16	21.805	15.264
17	21.992	15.394
18	22.179	15.525
19	22.366	15.656
20	22.553	15.787
21	22.740	15.918
22	22.927	16.049
23	23.114	16.180
24	23.301	16.311
25	23.488	16.442
26	23.675	16.573
27	23.862	16.703
28	24.049	16.834
29	24.236	16.965
30	24.423	17.096
31	24.610	17.227
32	24.797	17.358
33	24.984	17.489

The Bonus Rate shall be 70% of the Standard Hourly Wage Scale.	6.05
5. The Standard Hourly Wage Rate for each job class shall be the standard hourly wage rate for all jobs classified within such job class.	6.06
6. The Company agrees to pay and the Union agrees to accept the scale of wages in effect under this Agreement. It is further agreed that these rates shall be the rates paid in the various departments for the term of this Agreement.	6.07
7. <b>Shift Differential Premium:</b>	
(a) For hours worked on the afternoon shift, there shall be a premium rate of <b>thirty-five (35)</b> cents per hour. For hours worked on the night shift there shall be a premium rate of <b>forty (40)</b> cents per hour.	6.08
(b) For the purposes of applying the aforesaid shift differential the following shall apply:	6.09
1) if half or more of the hours worked continuously fall between 12:00 midnight and 8:00 a.m., the night shift differential shall be paid.	6.10
2) if half or more of the hours worked continuously fall between 4:00 p.m. and 12:00 midnight, the afternoon shift differential shall be paid.	6.11
3) if more than half of the hours worked continuously fall between 8:00 a.m. and 4:00 p.m., no shift differential shall be paid.	6.12
(c) Shift differential shall not be included in the calculation of overtime compensation. Shift differential shall not be added to the bonus rate for the purpose of calculating incentive earnings.	6.13

8. **Certain Jobs:**  
 Employees in the jobs listed below will be paid a differential equivalent to three (3) additional job classes over the standard classification of the job. 6.14

Jobs Affected: 6.15

- |                                       |                       |
|---------------------------------------|-----------------------|
| Industrial Bricklayer                 | Carpenter             |
| Industrial Electrician                | Roll Turner           |
| Industrial Mechanic                   | Toolmaker             |
| Welder Fabricator                     | Blacksmith            |
| Industrial Electr. Tech.              | Machinist             |
| Fluid Power Technician                | Stationary Eng.       |
| Heavy Equip. Mechanic                 | Die Maker             |
| Layerout-Checker                      | Combustion Technician |
| Mobile Crane Operator                 | Steamfitter/Gasfitter |
| *Testing Technician (Non-Destructive) |                       |

\* see item 4 - letter of understanding

## ARTICLE VII - INCENTIVE PAY PRINCIPLES

1. It is agreed that the Company and the Union accept the principle of a fair day's pay for a fair day's work. It is further agreed that the standard hourly wage rates for the respective job classes as stated in the foregoing Article VI, constitute the rates payable for work at the rate of a fair day's work. 7.01

2. It is understood that the Company shall expect every employee to perform at a normal and reasonable standard of efficiency and the Company shall have the right to make changes in methods of work and in the composition of the work force in striving toward this objective in accordance with the provisions of Article II and provided such changes do not conflict with the provisions of this Agreement. 7.02

3. **Crew Reduction Notice** 7.03  
 The Company agrees prior to any proposed reduction in crew sizes for reasons other than a normal reduction in force or layoff, the Union will be given reasonable notice of such reductions and a meeting of Company representatives and the Union Executive will be called to fully discuss the reasons for the reduction and to allow the Union to present their views prior to any reduction in crew sizes taking place.
4. **Plan Requirements** 7.04  
 It is agreed that the Company and the Union accept the principle that an incentive plan must provide the opportunity for an individual or a crew to earn at a level above that of a fair day's pay. It is further understood that an incentive plan must meet all of the following requirements.
- (a) It provides lower costs and/or increased productivity for the Company. 7.05
  - (b) The level of work is measurable in accordance with sound industrial engineering practices. 7.06
  - (c) The plan may be easily understood by the employees involved. 7.07
  - (d) The earnings under the plan are readily calculable. 7.08
  - (e) The plan lends itself to relatively easy administration. 7.09
5. The incentive pay policy of the Company shall be to provide pay above a fair day's pay for work performed above a fair day's work when such level of work is regularly required. 7.10
6. **Revisions to Plan** 7.11  
 The Company agrees to continue and maintain existing standards and incentive plans for the life of this Agreement. However, the Company reserves the right to revise those standards affected by a methods, equipment, processing, or quality change, and to modify or revise any incentive plan and/or to replace any incentive plan with day work when such incentive plan becomes inoperable or inappropriate because of new or changed conditions resulting from improvements or changes in equipment, manufacturing, or processing standards materials, methods or quality standards.



7. **Plan Review** 7.12  
Prior to installation of an incentive plan, the Company agrees to review with the appropriate Union representatives, the operator or representative of the crew concerned, any new, temporary or revised incentive plan, as well as proposals to eliminate, replace or revise any incentive plan, before action is taken.
8. 7.13  
A fair day's work shall be determined by the application of the job standards and shall apply only to work of acceptable quality. There shall be no standard allowance made for defective work within the control of the employees involved.
9. **Temporary Standards/Experimental Work** 7.14  
The Company will pay average hourly rate for all experimental work, until a permanent standard has been developed. It is further understood that all copies of temporary and permanent standards will be forwarded to the Union Office.
10. **Additional Coverage** 7.15  
The Company, at its discretion, may establish a wage incentive plan to cover new jobs, or jobs not previously covered by an incentive plan. It is agreed that should the Company decide to establish such an incentive plan, such plan will be established as soon as possible and practical after the operating methods have been firmly established and stabilized.
11. **Trial Periods** 7.16  
A new or revised incentive plan shall be given two (2) months' trial before an official complaint may be entered. At the completion of two (2) months' trial, the Union may request an audit of the plan for the purpose of determining why the operator or operators are not earning a reasonable incentive rate. The Company will be allowed thirty (30) working days to conduct such audit. At the completion, if a satisfactory agreement has not been reached, the Union may submit a grievance in accordance with Article X.

12. **Grievance of Standard** 7.17
- It is agreed that a grievance may be entered by any employee or group of employees that an incentive standard does not properly reflect or is unrepresentative of the conditions under which the standard was originally established and that, in such circumstances, such employee or employees may submit a grievance that the level of pay provided by the plan does not properly reflect the level of performance required. In the event such a grievance is submitted to arbitration, it is agreed that the Board of Arbitration shall consult a recognized industrial engineer to assist them in arriving at their decision. The Union has the right to engage the services of a qualified industrial engineer to investigate incentive plans on their behalf and to conduct studies in the plant after obtaining a pass from the Director, Human Resources, or his designated representative.

## ARTICLE VIII - SENIORITY

1. **Definition of Seniority:** 8.01
- Seniority is the accredited continuous service acquired by an employee in accordance with the service credit rules of the Company as adjusted by periods of layoff in accordance with paragraph 8.10. An employee who loses his prior service credit shall lose his seniority rank unless otherwise provided in this contract.
2. **Principle of Seniority:** 8.02
- The principle of seniority is to give preference to employees and former employees covered by this Agreement in the matter of promotions, demotions, layoffs, job postings, and recall after layoff, in accordance with their accredited continuous service in the hourly bargaining unit.
3. For the purpose of administering the provisions of Article VIII of this agreement, the following factors shall be considered: 8.03
- (a) Seniority (as herein defined). 8.04
  - (b) Knowledge, efficiency, and ability to perform the work. 8.05
  - (c) Physical fitness. 8.06

4. It is understood and agreed that, where the factors in paragraphs 8.05 and 8.06 are relatively equal, seniority as herein defined shall govern. In the evaluation of paragraphs 8.05 and 8.06 management shall be the judge; provided that this will not be used arbitrarily or for the purposes of discrimination against any member of the Union. 8.07

**Learner Job Considerations**

In determining the relative equality of Knowledge, Skill and Ability where jobs carrying learner periods are posted, the following guidelines shall apply:

The most senior applicant with at least half of the required learner hours.

In the case of a job carrying 520 learner hours, a junior applicant must have at least 260 hours to his credit to be given preference over a senior applicant. In the case of a job carrying 1040 learner hours, a junior applicant must have at least 520 hours to his credit to be given preference over a senior applicant. In the case of a job carrying 1560 learner hours, a junior applicant must have at least 780 hours to his credit to be given preference over a senior applicant.

5. **Probationary Employee:** 8.08
- (a) An employee having less than ninety (90) calendar days' service (exclusive of any periods of authorized absence) shall be considered a probationary employee and will have no seniority rights.
  - (b) The Company shall have the unquestionable right to discharge peremptorily such employees during the period of probation. Such discharge shall not be subject to grievance procedure unless the Company's action is exercised in an unjust or discriminatory manner.
6. **Regular Employee:** 8.09
- A probationary employee will become a regular employee upon completion of ninety (90) calendar days' service (exclusive of any periods of authorized absence). At such time he shall acquire seniority rights and his seniority date will be established as of his date of last hire.

7.	<b>Seniority Rights During Layoff</b>	8.10
	Employees released from the Company due to a reduction in force shall retain and accumulate seniority rights and be subject to recall:	
	1. For 12 months for employees with 3 - 12 months seniority;	
	2. For a period equal to (i) their seniority at date of layoff, <b>or (ii) 24 months, whichever is greater, for employees with more than 12 months but less than 3 years of seniority;</b>	
	3. For 48 months for employees with 3 years or more seniority <b>but less than 4 years of seniority;</b>	
	4. <b>For a period equal to (i) 60 months, or (ii) their seniority at date of layoff, whichever is less, for employees with 4 or more years of seniority.</b>	
	Should an employee be recalled to and commence work, he shall have added to his continuous service at date of layoff, a period equal to the duration of his layoff.	
8.	When an employee is off on sick leave or leave of absence and his date for layoff is reached, his basic seniority (actual plant service) stops as of that date, and his accumulative seniority begins accumulating from that date in accordance with the provisions of paragraph 8.10 of the Agreement.	8.11
9.	<b>How Seniority is Lost:</b>	
	An employee's seniority rights and his employment relationship shall terminate if he:	8.12
	(a) Quits.	8.13
	(b) Retires.	8.14
	(c) Is discharged for just cause in accordance with any of the provisions of this Agreement, or if he is discharged for any other cause and either of such discharges are not reversed through the grievance procedure.	8.15
	(d) Fails to report for work for seven (7) consecutive regularly scheduled working days without authorization by the Company.	8.16

- (e) Is not actively employed by the Company for a period in excess of his recall period (subject to the provisions of paragraph 8.82). 8.17
  - (f) Is laid off and fails to reply to his recall notice within seven (7) days in accordance with paragraph 8.70. 8.18
  - (g) The Company will notify the Union of any unauthorized absence of the employee within three (3) working days from the date the employee became absent without leave. Failure of the Company to comply with this procedure will not prejudice the Company's rights in regard to discipline or discharge as stipulated in paragraph 8.16. 8.19
10. **Reinstatements:**  
 In case a discharged employee is reinstated by the Company upon the settlement of a grievance under this Agreement such employee shall not lose his seniority unless agreed between the parties hereto. 8.20
11. **Department Identification**  
 The term "department" as used in this Agreement means those units identified on the Wage Rate Schedule. 8.21
12. **Job Posting**  
 Job posting will apply to all regular openings. With the exception of Labour Pool jobs, an addition to force or replacement in hourly rated jobs will be filled by job posting and the notice of each such vacancy will be posted in the department concerned and at each of the time offices for a period of five (5) calendar days. Job postings shall indicate the job title, job rate, incentive rate, a brief description of the job duties and number of shifts to be worked at date of posting. 8.22
13. Probationary employees shall not be eligible to apply for any posted jobs until the completion of their probationary period as per article 8.08. 8.23

14. Job posting bulletin boards will be divided into three (3) sections: (1) Trades. (2) Bonus. (3) Non-Bonus, and each job posting will be of separate and distinctive colour for each of the respective selections. Applications for all posted openings shall be made in writing to the Human Resources Department who shall provide the Union with a list of applicants and the name or names of the employees selected to fill the vacancy. The name or names of successful applicants and their seniority standing shall be posted in the department and at each time office within seven (7) calendar days for production jobs and thirty (30) calendar days for trade jobs from the date the job posting is taken down for a period of five (5) calendar days following the date of the appointment. 8.24

15. **Application Priorities**

Applications for job postings up to and including Job Class 8 will be given priority in order of plant-wide seniority subject to paragraphs 8.03 to 8.07 inclusive. All applications for jobs rated at Job Class 9 or above will be given the following priority subject to the provisions of paragraphs 8.03 to 8.07 inclusive. First, employees in the department where the vacancy exists, who, at the time of the application have more than one (1) year of continuous service in that department immediately prior to the date of the posting. Second, all other applications in order of plant-wide seniority. 8.25

16. **Transfer of Successful Applicants**

The Company will transfer the successful applicant to the new job as soon as possible after his notification of acceptance. In the event that the successful applicant is not appointed to the job for which he was accepted within five (5) calendar days following the expiration of the acceptance notice, he shall be paid the higher of the rate for his current job or the standard rate for the job for which he was accepted. In the event that the successful applicant is not appointed to the job for which he was accepted within fifteen (15) calendar days following the expiration of the acceptance notice, he shall be paid the higher of (1) the earnings of his current job, or (2) the average earnings for the job for which he was accepted. 8.27\*

\* see item 19 - letter of agreement

17. **Postings for Temporary Vacancies Due to Sickness or Accident** 8.28\*
- Job postings shall apply to temporary vacancies due to sickness or accident when they exceed 90 days. Employees accepted to these postings will be considered as holding regular jobs but will return to their former jobs should the absent employee return to work. The ninety (90) day time limit may be reduced by agreement with appropriate members of the Union Executive.
- Should the absent employee return to his job and, before 30 working days have expired, report off with the same disablement (expected to result in an absence of one month or more), then the previous chain shall be re-established effective from the next crew schedule change. Should the absent employee return to work, but is temporarily employed in work other than his own job or employed in work other than his own job for rehabilitation purposes, a grace period of 30 working days will be provided and the established chain shall remain in effect. Should extenuating circumstances arise, the 30 day grace period may be extended by agreement between the Company and the Union Executive.
- \* See Item 8 – Letter of Understanding
18. **Job Posting Restrictions** 8.29
- An employee shall not be eligible to apply for another opening in the same or lower job class under the provisions of paragraph 8.22 for a period of four (4) calendar months from the date his application is accepted on a job for which he was a successful applicant unless it is a promotion or transfer for training purposes or an improvement in working conditions as defined in Factor No. 10 and/or Factor No.11 of Appendix "A". An exception to this four (4) month limitation will be made only once in any calendar year.
19. If necessary, jobs may be filled temporarily for a period not exceeding five (5) working days after the last posting. 8.30
20. An employee cannot decline the appointment to a job after the five (5) calendar days acceptance period has expired. An employee accepted for a job, who cannot meet the requirements of the job, may revert to his previous job if that job is still open. However, in such cases, the employee who cannot revert to his previous job, will be placed in the Labour Pool and will be considered to have lost his prior department seniority. 8.31

21. **Filling of Temporary Vacancies**

In order to minimize the disruption of work schedules and at the same time avoid any hardship caused by short changes involved in filling temporary vacancies due to absences, it is agreed that the Company shall fill such vacancies in the following manner: 8.32

(a) For vacancies which do not exceed eight (8) hours duration any employee readily available at the time: 1st-within the department and 2nd-within the plant, may be assigned at the discretion of management. For the purpose of this section, experience gained under paragraph 8.33 shall not be considered to qualify an employee and cannot be used as a determinant in applying the provisions of paragraphs 8.03 to 8.07 or paragraphs 8.22 to 8.26 inclusive. 8.33

(b) For vacancies which exceed eight (8) hours duration, but do not extend beyond the next crew schedule change, the senior departmental employee on the shift will be given preference on the following days subject to the provisions of paragraphs 8.03 to 8.07 inclusive. 8.34

(c) For vacancies which extend beyond the next crew schedule change, the senior departmental employee will be given preference for a job in a higher job class or for an improvement in working conditions as defined in Factor 10 and/or Factor 11 of the job descriptions at the next change of crews subject to the provisions of paragraphs 8.03 to 8.07 inclusive. Under the terms of this subsection, senior department employees must claim the temporary vacancy only at the first scheduled crew change, failure to claim at that time precludes any future claim to the same temporary job vacancy, unless he is working on a temporary job when such temporary openings occur, in which case he may claim the opening when he is scheduled to return to his regular job. Should an employee claim a job in a lower job class under this paragraph, he will be given the job as soon as a replacement is available. 8.35\*

\* see item 5 and item 20 – letters of understanding

(d) Where the Company determines that an individual is to be transferred to fill a temporary vacancy, qualified employees working in the same group from which the transfer is to take place will be contacted in order of seniority and should the senior qualified employees decline the transfer, the junior employee will be transferred. 8.36



22. Job postings procedures shall not apply to hourly-rated jobs set up in a department on a temporary basis or to temporary additions in production crews if the duration of such jobs do not exceed a period of sixty (60) calendar days. In filling such temporary jobs preference will be given to senior employees in the department, subject to paragraphs 8.03 to 8.07 inclusive. The Union office shall be notified in writing of the starting and finishing dates of such jobs, where such jobs are expected to exceed one week in duration. Should the duration of the above jobs exceed sixty (60) calendar days, such jobs will be posted. Employees assigned to the temporary jobs in the above will return to their former jobs when such temporary additions are no longer required. 8.37
23. **Reduction of Force, Bumping and Layoff Definitions:**
- (a) The term "reduction of force" applies only to an employee released from his department through no fault of his own. 8.38
- (b) The term "layoff" applies only to an employee released from the Company owing to his inability to exercise bumping privileges in accordance with the provisions of paragraphs 8.51 to 8.65 inclusive. 8.39
- (c) For the purpose of this Agreement, the term "bumping" shall be defined as the displacement of the junior employee on the specific job selected by a senior employee in accordance with paragraphs 8.03 to 8.07 inclusive, and the seniority rights under this ARTICLE VIII. Such "bumping" privileges must be exercised within seven (7) calendar days from date of notification. Should an employee be retained on a job other than his job on record beyond five (5) calendar days from date of exercising "bumping" privileges, he shall be paid in accordance with paragraphs 3.19 to 3.27. When an employee "bumps" the junior employee on a job in which there are multiple shift arrangements, all employees now on this job may claim shift arrangement preference only in order of seniority. This reschedule will be effective after employee preferences are known and at an opportune time. 8.40

24. In the event of a reduction of force in a department, employees whose jobs are affected by the reduction of force having sufficient seniority to retain them in the department must displace another employee within the department in accordance with the provisions of paragraphs 8.03 to 8.07 inclusive. In addition, an employee who would be forced to bump in his department, to a job in which he has no related experience or to a job class eight (8) or below shall, at his request, be released to the Human Resources Department, to exercise bumping privileges to any job that he can perform satisfactorily.

Those employees who are released from the department will immediately report to the Human Resources Department and exercise bumping privileges in accordance with the provisions of paragraph 8.40 and paragraphs 8.51 to 8.65 inclusive.

25. **Waiver of Seniority**

Notwithstanding any of the foregoing, if, in the event of a reduction of force or layoff due to lack of work, it is necessary to retain an employee because of his knowledge, training, skill and efficiency, in order to maintain an efficient operation, seniority shall be waived for such essential jobs, subject to paragraph 8.43.

26. (a) In order to avoid any discrimination, such essential jobs being held by employees with less seniority than those being released from their departments or laid off will be posted for a period of five (5) calendar days. Any employee in the plant may apply and the senior qualified employee will be considered the successful applicant, as outlined in articles 8.03 to 8.07 and 8.57 to 8.61 inclusive.

\* see item 12 - letter of understanding

(b) An employee who has been affected by a reduction in force and is unable to displace a junior employee and is at the point of layoff, will have one (1) opportunity to displace a junior employee who is being retained under Section 8.42 provided the employee can successfully perform the job within a maximum of 160 hours. This clause will not apply to 1560 or 1040 learner hour jobs. Should the employee be unable to perform the full scope of the job after the training, he will be laid off.

(c) When the most senior employee on layoff becomes indefinitely laid off while a junior employee is held out of seniority on a job in the plant, the Company agrees that the senior employee will be recalled in order of plant seniority and trained on the job held by a junior employee. This clause will not apply to Skilled Trades or 1560 hour jobs.

(d) The parties agree to review the impact of 8.43 (c) within the thirty (30) day period following **March 22, 2002** or the thirty (30) day period following the date of the first application of that clause, whichever comes later, and it will only be extended by mutual agreement between the Company and the Union.

27. **Reduction in Force/Layoff Exclusions**

Neither the term "reduction in force" or the term "layoff" shall refer to: 8.44

- (1) Reassignments of personnel within a department due to employees being sent home for one (1) week or less for a temporary reason, or
- (2) Employees being sent home for one (1) week or less for temporary reasons; or
- (3) Reassignments, not to exceed thirty (30) calendar days, due to:
  - a) temporary fluctuations in production; or
  - b) changes in manufacturing procedures.

Should such a period exceed thirty (30) calendar days, paragraphs 8.38 to 8.43 inclusive shall apply.

28. **Reduction of Hours, Layoff**

If it becomes necessary, due to business conditions, to reduce the number of hours of work in any department or to layoff employees, the following procedure shall be followed: 8.45

- (a) as far as practical, all overtime that is not of an emergency nature will be eliminated. 8.46
- (b) if after the reduction of overtime there is not sufficient work to provide a standard work week for those then employed, consideration will be given to reduction of the number of hours worked before laying off employees. 8.47

- (c) The Company will not contract work out that will result in the layoff of employees. 8.48\*  
 When employees are on layoff and it is deemed necessary, by the Company, to employ outside contractors within the plant to perform maintenance and service work, the Company will notify the Union, in writing, in advance. The parties shall review the status of employees who may be so affected with a view to finding an acceptable solution. Further it is the intention of the Company to ensure that only qualified tradesmen will perform required trades work. In addition, a committee, of equal numbers of Management and Union Committee members shall monitor all maintenance and service work which is currently, and is to be performed within the plant, by outside contractors.
- see item 17 - letter of understanding
- (d) Should the Company recall trades employees to perform maintenance service work normally contracted out and for a definite term or task, the parties agree that all relevant sections of the agreement will be read and construed to allow the recalled employee to return directly and perform the required work. It is understood that when the work is completed the employee would return to his position on the recall list. It is further understood that such employees will be recalled in order of plant seniority and that this section will be used as far as possible to reduce the contracting out of work.

29. **Layoff Procedures**

When layoffs are necessary, the Company shall submit to the Union a list of the employees who are to be laid off at least seven (7) calendar days prior to the date of layoff. Such notice shall not be construed as any guarantee of work or pay in lieu of work during the notice period. This list will be used to determine the number of jobs available at the bottom of the Master Seniority List which will equal to the total number of employees to be released from all the departments affected. 8.49

The layoffs or releases shall be in reverse order of seniority except where it is necessary to retain an employee because of his knowledge, training, skill, and efficiency as provided for in paragraphs 8.42 and 8.43. If the Union alleges that the procedure as outlined is not being followed, the employees in question shall be retained at work until it has been discussed with the Union representatives in the department concerned, and agreement has been reached that the procedure has been followed, or a fair attempt has been made by the Company to reach such agreement with the Union. 8.50

30. **Bumping Rights**

Probationary employees shall have no bumping rights. 8.51

31. All employees (excluding probationary employees) with less than one year's seniority shall have no bumping rights outside of their own department, but upon release from their department shall be placed by the Company in a job occupied by an employee at the bottom of the Master Seniority List, provided he has the ability to perform the job satisfactorily, and shall be released from the Company in reverse order of seniority. 8.52
32. An employee who refuses to accept a job from the list of jobs available will be laid off. 8.53
33. An employee with more than one but less than five (5) years seniority shall in the event of a reduction of force have the right to bump to any job occupied by an employee with less seniority provided he has had experience related to that job sufficient to provide him with the necessary knowledge, training, skill and efficiency together with the physical requirements to permit him to satisfactorily perform the work of the employee he displaces with a minimum of instruction as determined by supervision. 8.54
- If an employee cannot claim rights under this proviso, he may exercise his seniority to claim a job from the list of jobs available at the bottom of the Master Seniority List. 8.55
- If the employee does exercise his rights under this proviso, and fails to meet job requirements within the Company's recognized standards of efficiency, he will be placed on a suitable job from the list of jobs available at the bottom of the Master Seniority List and the employee whom he displaced will return to that job. An employee who refuses to accept a job from that list of jobs available will be laid off. 8.56
34. An employee with five (5) or more years seniority may, in the event of a reduction in force, replace any employee in the Bargaining Unit with less seniority: provided it can be reasonably assumed that he can acquire over a period of 160 working hours sufficient ability to perform the job satisfactorily. 8.57
- If after this training period it appears that an employee will not be able to satisfactorily perform the new job to which he has been transferred, he shall not be granted a second training period, but this shall not affect his seniority. If his seniority still makes it possible, he shall replace the lowest seniority employee on the Master Seniority List who occupies a job which he can perform otherwise he will be laid off until a satisfactory job becomes available. And the employee whom he displaced will return to that job. 8.58\*
- \*See Item 18.

- Should the junior man, who is to be displaced, be qualified in his job which has learner hours, then the following regulations will determine the senior man's rights under this Article. 8.59
- In the case of a job carrying 520 learner hours, the senior man will be given 260 hours to demonstrate to the Company that he can perform such work satisfactorily. If after this training period it appears that an employee will not be able to perform satisfactorily then his rights shall be as outlined in 8.58 above. 8.60
- In the case of a job carrying 1040 learner hours, the senior man must have at least 520 hours to his credit to displace a junior fully qualified man. 8.61
35. In the case of a job carrying 1560 learner hours, the senior man must have at least 780 hours in his credit to displace a junior fully qualified man.
36. An employee released from his department shall retain departmental seniority rights in his former department for a period of one (1) calendar year from the date of his release, regardless of whether he posts to another job in the interim, and if returned to his former department within that period, shall have continuous departmental seniority. 8.62
37. **Transfer of Unit or Job**  
Should the company determine that a unit or job be changed from one department to another for any reason, the employees so affected by such change shall have the right to: 8.63
- (1) accept the new department number and be granted full departmental seniority rights only in the new department, or
  - (2) bump a junior employee in the original department.
38. Employees who are supernumerary because of bumping will be paid: 8.65  
The lower rate of the job from which they transferred or at a rate two (2) job classes below the standard rate of the job to which they bumped or were transferred.
39. **Re-Hiring After Lay-off Due to Lack of Work**  
(a) In the process of rehiring after a layoff due to lack of work, the former employee having the greatest plant-wide seniority on the recall list shall be the first to be recalled to work. The Union office will be provided with a list of employees to be recalled prior to the recall. 8.66

(b) An exception to the above will be made should it become necessary to recall a former employee because of his knowledge, training, skill and ability in order to maintain an efficient operation. 8.67

In such event, the first former employee on the recall list having the necessary job requirements shall be recalled to work, providing the provisions of paragraph 8.22 of this Article have been completed. 8.68

(c) In the event there is any dispute concerning the required qualifications outlined above, the provisions of paragraphs 8.03 to 8.07 inclusive shall apply. 8.69

40. **Recall Procedure**

A former employee eligible for recall will be notified by the Company that work is available for him and that he will be required within seven (7) days from the date of notification to indicate to the Company whether or not he is returning promptly. Notification by the Company shall be confirmed by registered letter mailed to the last address recorded with the Human Resources Department. 8.70

(a) A former employee so notified may, in writing, decline to accept the job offered if it is not within his regular trade or occupation. In such case his name will be moved to the bottom of the recall list and he will forfeit his turn for recall unless the occupation of his choice becomes available. In addition, the following conditions will apply for recall to short term employment: 8.71

- 1) Where the Company has determined that a recall to work may be for a relatively short period of time, employees shall be so notified at the time of recall.
- 2) Employees may decline such recall without suffering loss of recall rights as outlined in paragraphs 8.66 through 8.73.
- 3) Employees declining such a recall shall not be notified of further short term employment opportunities until such time as they advise the Company, in writing, that they wish to be so notified.
- 4) Employees declining recall to work of a relatively short period of time shall have no seniority rights to such work if it becomes more regular in nature.

(b) If a reply is not received within seven (7) days he shall lose all seniority rights and the rehiring privilege will pass on to the former employee next in line. 8.72

- (c) In any event, the former employee must report for work within a period of fourteen (14) calendar days after the mailing or other communication of such notice. 8.73
  - (d) Except where the employee is receiving training under a CSTECH Program. The employee may elect to finish his training program without loss of seniority rights unless the training program extends beyond his contractual recall rights as per Article 8.10.
41. **Shift Schedule Preference** 8.74
- Consideration shall be given to employees on the basis of seniority of working one, two, three or four shift schedules within their departments. When such openings occur, they will be posted within the department concerned for five (5) days and priority will be given to the employees presently in that occupation on the basis of seniority, provided the employee is qualified to perform the work satisfactorily and the assignment will not interfere with the orderly operation of the plant.
42. **Hardship Clause** 8.75
- If the provisions of the seniority policy should cause undue hardship to any employee or group of employees, it shall be the subject of discussion between the Management and the Union Committee, and they may decide mutually upon a special arrangement if this is felt advisable.
- Any such arrangement shall be in writing and signed by the proper authorized representatives. 8.76
43. **C.W.S. Change or Job Elimination** 8.77
- Job combinations and/or additions to the job description shall be put into effect no sooner than thirty (30) working days after the Union Committee has been formally notified.
- An employee whose classification has been changed by one full job class under C.W.S., because of job combination or the addition or deletion of conditions or duties or an employee whose occupation has been indefinitely eliminated due to causes other than a reduction in force or layoff shall have the following choices subject to paragraphs 8.03 to 8.07 inclusive: 8.78
- (1) Priority in claiming the new occupation if any, which replaces the eliminated occupation, provided that there is no fully qualified applicant for the new occupation. The employee will be given the necessary training required to perform the new job in a competent manner, or 8.79
  - (2) Plant-wide bumping rights subject to paragraphs 8.54 to 8.62 inclusive. 8.80



44. The placement of partially disabled employees will be undertaken in accordance with Appendix "B" of this Agreement. 8.81
45. If a layoff for a period longer than an employee's recall rights per 8.10 is caused by an extended period of depressed business conditions, the Company and the Union may agree mutually to extend the seniority and recall rights of the former employees laid off. 8.82
46. **Transfers to and from the Hourly Bargaining Unit**  
 If an employee has acquired seniority rights in the Hourly Bargaining Unit and is subsequently transferred to a position outside the Hourly Bargaining Unit, his seniority rights on return to the Hourly Bargaining Unit shall be as follows: 8.83
- (a) If he transferred to a position covered by another Bargaining Unit, he shall lose all seniority rights in the Hourly Bargaining Unit. 8.84
- (b) If he transferred to a position of a supervisory nature, **he shall lose all seniority rights in the Hourly Bargaining Unit with the following exceptions:** 8.85
- 1) If transferred for a period of **up to two (2) months** in any calendar year **he may** return to the Bargaining Unit, **and** will be credited with **continuous seniority to the date of his return to the Bargaining Unit.** 8.86\*
- \* see item 6 - letter of understanding
- 2) If transferred to a supervisory position for the purpose of replacement for illness or injury he shall be credited with continuous seniority to the date of his return to the Bargaining Unit, provided he returns to the Hourly Bargaining Unit within six (6) months of such transfer. Any such period of transfer shall apply to one individual's sickness or injury. Such six (6) month period may be extended by up to thirty (30) days during which the supervisor being replaced is reassigned for rehabilitation purposes. 8.87

- (c) It is agreed that the Company shall notify the Union Office in writing each time an employee is transferred to a position not covered by this Agreement and the date when the employee returns to the Hourly Bargaining Unit. Failure on the part of the Company to provide such notices of transfers shall result in the loss of the employee's seniority during such period. 8.88

47. **Training Provision:**

- (a) It is agreed that the Company may exercise the right to place employees in jobs within the Bargaining Unit for the purpose of training for any positions excluded from the Bargaining Unit. 8.89
- (b) It is agreed that such employees may perform any or all functions of such training by the incumbent on such jobs within the Bargaining Unit. 8.90
- (c) It is agreed that the Company will advise the Union Office in writing in advance of any employees placed in jobs within the Bargaining Unit for the purpose of training, together with the dates that such training commences and ceases. 8.91
- (d) To further clarify articles **8.89 to 8.91**, all such instances shall apply to supernumerary situations only, and no incumbent will be displaced. 8.92

48. **Leaves of Absence - Personal**

- (a) Requests for leaves of absence without pay, exceeding seven (7) calendar days but not exceeding ninety (90) calendar days, made in writing to the Department Head by employees for personal reasons or emergencies, may be granted provided such reasons are substantiated to the satisfaction of and are approved by the Company. The Company shall reply in writing: 8.93
  - 1) Within fifteen (15) calendar days of receipt of such requests for leaves of absence submitted during the same calendar year.
  - 2) On or by January 1st for such requests for leaves of absence submitted during the previous calendar year.
- (b) Leave of absence for more than ninety (90) calendar days shall not be granted and seniority rights cannot be extended beyond this period, but consideration may be given for a further extension in special cases of sickness or accident. 8.94
- (c) No employees shall be granted leave of absence to accept other employment. The Company, however, reserves the right to grant special leave of absence to any employee for training in other plants, technical and military training. 8.95

49. **Leaves of Absence - Union Duty**
1. Leaves of absence without pay will be granted to Union members. 8.96
    - (a) To hold office in the Canadian Auto Workers Local 1997, or
    - (b) To undertake special training courses prescribed by the Union at Union expense, or
    - (c) To hold office in the labour organization with which the Canadian Auto Workers Union is affiliated.
    - (d) It is agreed that where practical, the Union will endeavour to provide seven (7) days written notice to the Company for leaves of absence requested under this section.
  
  2. A member of the Union who has been granted leave of absence from his regular work, or any person employed or engaged by the Union, is not permitted to enter the plant without first signing in with Protection Services at the Plant gate. 8.97
  
  3. A leave of absence with pay at average rate will be provided to each of the Bargaining Committee members for a period of four (4) hours each Friday afternoon to attend the regular Union executive meeting. Should a statutory holiday fall on a Friday, the leave of absence would be granted on the preceding Thursday. 8.98
 

This leave of absence applies to the Bargaining Committee members scheduled on the 8-4 shift and the 4-12 shift and such leave shall not be denied except for production requirements.

## **ARTICLE IX - VACATIONS**

1. The Vacation With Pay Plan covering hourly-rated employees is in accordance with the Employment Standards Act and the regulations made under the Act. 9.01
  
2. The purpose of this plan is to provide vacation with pay for employees on hourly wage rates and in so doing to furnish them annually with a period of rest and recreation. Except as provided in paragraph 9.08 or 9.09, vacation pay will not be allowed for vacation not taken. 9.02

3. **Eligibility:**  
 An employee having at least ninety (90) calendar days seniority, but less than twelve (12) months' seniority prior to July 1 of each year, shall be paid vacation pay on a pro-rata basis from his most recent date of hire. 9.03
4. Each employee who prior to July 1 of that and each subsequent calendar year has seniority for the following periods shall receive between January 1 and December 31 of each calendar year, a vacation with pay as follows: 9.04\*
- Less than 1 year - 1 day per month, maximum (10) days
  - 1 year, but less than 5 years - 2 weeks (10) days
  - 5 years, but less than 9 years - 3 weeks (15) days
  - 9 years, but less than 19 years - 4 weeks (20) days
  - 19 years, but less than 25 years - 5 weeks (25) days
  - 25 years and over - 6 weeks (30) days
- \* see item 14 - letter of understanding
5. **Discharge, Quit or Layoff**  
 Any employee who upon completion of twelve (12) months' seniority resigns, dies, is discharged, or is laid off due to lack of work, shall receive with his final pay the percentage of vacation pay due him. For employees with less than one year's seniority, the provisions of the Employment Standards Act will apply. 9.05
6. If an employee is laid off and is subsequently reinstated during the vacation year, he shall receive vacation pay in accordance with his seniority only for period of actual employment during the vacation year for which no vacation credit has been received. 9.06
7. **Worker's Compensation:**
- (a) Any employee whose services have been interrupted as a result of an injury sustained while in the employ of the Company and who is eligible for, or has received Workers Compensation, shall be considered as continuously employed for the purposes of vacation or vacation pay. 9.07\*
  - (b) Any employee who has been declared a total disability will be paid for full vacation for the year in which his compensation award is made. 9.08\*
- \* See ITEM 23 - LETTER OF UNDERSTANDING

8. **Non-Occupational Injury:**
- (a) Any employee who is off work due to certified sickness or non-occupational injury whose disability does not exceed six (6) months, shall be eligible for vacation or vacation pay and his total service shall be considered as having been continuous. 9.09
- (b) Any employee who is sick or disabled on account of non-occupational injury whose disability exceeds six (6) months will not be eligible for vacation, but shall receive the percentage of vacation pay due him based on his total earnings from July 1st of the previous year to date of layoff. 9.10
9. **Retirement:**
- An employee's normal retirement date is the last of the month following his 65th birthday. Any employee retiring from active employment with the Company due to reaching retirement age (65 years) shall receive vacation pay in accordance with his seniority as soon as possible after January 1st of the year following his retirement date. 9.11
10. **Vacation Pay Calculation:**
- (a) The basis of vacation pay shall be as follows: 9.12
- One day's vacation pay shall be eight (8) hours times the average hourly rate determined over a five week period just prior to May 15th or one-fifth of 2% of the total previous calendar year's earnings whichever is greater.
- This amount multiplied by the number of days to which an employee is entitled will represent the total value of an employee's vacation pay. Subject to the provisions of paragraphs 9.20 to 9.30 inclusive, an employee taking all or any portion of his vacation prior to May 15th will receive vacation pay for such vacation calculated at one-fifth of 2% of the total previous calendar year's earnings. If it is subsequently determined that his earnings over a five week period just prior to May 15th would result in a greater amount of vacation pay for vacation taken prior to May 15th adjustment in his favour will be made. 9.13
- (b) **Qualification for Holiday During Vacation** 9.14
- If a recognized holiday (in terms of this Agreement) falls in an employee's regular vacation period, he shall be reimbursed for such holiday on the basis provided in Article V, provided that:

1)	Employee has acquired seniority status (ninety (90) calendar days).	9.15
2)	Employee works his last regular scheduled shift immediately prior to the vacation period.	9.16
3)	Employee reports for work on his first regular scheduled shift immediately following the vacation period.	9.17
4)	He is granted permission in accordance with paragraph 5.19.	9.18
(c)	<b>Vacation Pay</b> will be paid the week previous to the week in which the employee is scheduled to be on vacation.	9.19
(d)	<b>Vacation Pay Bonus:</b> Effective February 17, 1969, an employee shall receive an additional vacation payment equal to 20% of the appropriate amount calculated in accordance with paragraphs 9.11 to 9.18 inclusive.	9.20
11.	<b>Vacation Scheduling</b>	
	A one (1) week vacation shall consist of seven (7) consecutive days;	9.21
	A two (2) week vacation of fourteen (14) consecutive days;	9.22
	A three (3) week vacation of twenty-one (21) consecutive days;	9.23
	A four (4) week vacation of twenty-eight (28) consecutive days;	9.24
	A five (5) week vacation of thirty-five (35) consecutive days; and	9.25
	A six (6) week vacation of forty-two (42) consecutive days provided, however that in the event the orderly operations of plant so require, the three (3) week vacation may be scheduled in one period of fourteen (14) consecutive days and another period of seven (7) consecutive days; and the four (4) week vacation may be scheduled in one (1) period of fourteen (14) consecutive days and two other periods of seven (7) consecutive days each and the five (5) week vacation may be scheduled in two (2) periods of fourteen (14) consecutive days and another period of seven (7) consecutive days, and the six (6) week vacation may be scheduled in two (2) periods of fourteen (14) consecutive days and two (2) periods of seven (7) consecutive days.	9.26

**Weekend schedule re: Vacations**

Reasonable effort will be made to schedule employees off on the Saturday and Sunday immediately preceding their vacation period, and the Saturday and Sunday immediately following their vacation period when an employee's vacation begins on a Monday where, in the opinion of the Company, such day off does not interfere with the orderly operation of the plant. 9.27

12. The vacation period will be between January 1st and December 31 (inclusive). 9.28

The Company reserves the right to schedule eligible employees on vacation during the annual shutdown period. Employees who work during the shutdown period, or employees who are eligible prior to July 1 of each calendar year for vacation in excess of two weeks will take the vacation to which they are entitled in accordance with the provision of paragraph 9.30. 9.29

13. **Vacation Schedules**

Vacation schedules in accordance with an employee's seniority and eligibility as defined in paragraphs 9.03 and 9.04 shall be posted in each department by January 1st of each year. The Company reserves the right to make changes in these vacation schedules at any time when it considers such action necessary in order to maintain efficient plant operations, it is agreed, however, that when such changes are necessary, the employees concerned shall have the right to select their new vacation periods provided that the re-scheduled vacation dates shall not create a serious disruption to production or maintenance efficiencies. If such occurs, the new schedule will be established in order of seniority. After the departmental vacation schedule has been posted, it is agreed that the Company may request an employee to select another vacation time only once during any one vacation period. 9.30\*

\* see item 14 - letter of understanding

14. **General Regulations:**

Vacations may not be postponed from one vacation period to another, and will be forfeited unless completed during the vacation period. 9.31

**ARTICLE X - ADJUSTMENT OF GRIEVANCES**

1. Any differences arising between the Company and the Union or between the Company and any of the employees covered by this Agreement, respecting the interpretation, application, administration or alleged violation of this Agreement (except as provided for the settling of disputed job classification as outlined in the Job Classification Manual - Appendix "A"), including any question as to whether a matter is arbitrable shall be dealt with in accordance with the provisions of this Article X. 10.01
- Discharge or discipline without just cause may be the subject of a grievance and dealt with in accordance with the grievance procedure. 10.02
- Exercises of Management's rights and powers under Article II of this agreement which are not in conflict with or in violation of any of the provisions of this Agreement shall not be grievable or arbitrable under this grievance procedure. 10.03
2. **Suspension for Discharge:**
- (a) In the exercise of its rights to discharge for cause, the Company agrees that no employee shall be peremptorily discharged, but that in all instances in which the Company may conclude that an employee's conduct may justify discharge, he shall be suspended for discharge for a period of five (5) working days and shall be considered discharged at the end of that period unless the suspension is revoked during such period. During such period of suspension, the suspension for discharge shall be discussed with representatives of the Union. If a grievance is filed, it may be presented at the step prior to arbitration within five (5) working days following the discussion of such discharge with the Union representative. 10.04
- (b) In the event it shall be decided by the Company or by the arbitrators that an injustice has been dealt, the suspended for discharge or discharged employee, the Company shall reinstate such employee upon such conditions and with or without compensation at the employee's average hourly rate of pay for the time lost as agreed upon between the Company and the Union or as determined by the arbitrators under ARTICLE X of this agreement. 10.05
3. **Grievance Procedure:**
- The parties agree, that it is desirable that any complaints or grievances should be adjusted as quickly as possible. Employees must try to settle their complaints with their immediate supervisor as soon after they originate as possible. 10.06



- Any employee who believes that this Agreement has been violated with respect to him, shall discuss his complaint with his supervisor with or without his Steward and/or Committeeman being present as the employee may elect. Should a grievance arise after the employee has discussed his complaint with his supervisor it will be processed in the following manner within ten (10) working days of the event or within ten (10) working days from the time that the employee should have known of the event upon which the grievance is based. 10.07
- (a) **First Step** - The grievance shall be presented in writing to the foreman. It shall be dated, signed by the employee concerned and his steward. It shall contain such information and facts as may be of aid to the Company and the Union in arriving at a fair, prompt and informed decision. The foreman shall answer the grievance, in writing, and return it to the Union within three (3) working days of receipt of the grievance. 10.08
- (b) **Second Step** - To be accepted at the second step, the grievance shall be presented, in writing, to the Departmental Superintendent within three (3) working days of receipt of the foreman's answer. The Superintendent shall discuss the grievance with the appropriate Union representatives and shall answer the grievance, in writing, and return it to the Union within ten (10) working days of receipt of the grievance. 10.09
- (c) **Step Three** - To be accepted at the third step the grievance shall be presented in writing to the Director, Human Resources within seven (7) working days of receipt of the Departmental Superintendent's answer. The Director, Human Resources will arrange a monthly meeting with the appropriate Vice President and the appropriate Union representatives to discuss the grievances. The appropriate Vice President or his designate shall answer the grievance in writing and return it to the Union within ten (10) working days from the scheduled monthly meeting. 10.10
4. The Company shall reimburse Union Representatives for time lost due to necessary attendance at grievance meetings at the representatives average earned rate as follows: 10.11  
 Step Two: To a maximum of four (4)  
 Step Three: To a maximum of three (3)

5. **Arbitration** 10.12
- The Union may within ten (10) working days after the third step decision give written notice to the Company that it intends to submit the matter to arbitration, naming its arbitrator. Within ten (10) working days after receiving such notice, the Company shall designate its arbitrator in writing to the Union. The two arbitrators so designated shall within ten (10) working days select the third arbitrator and if they fail to do so, either party may apply to the Minister of Labour of the Province of Ontario to nominate a Member of the Judiciary of the Province of Ontario to act as Chairman. The three arbitrators so selected shall promptly hear the merits of the controversy and by majority vote shall promptly render a decision thereon which may be retroactive to the date that the grievance was first presented and shall be final and binding. The expense of the third party or Chairman shall be borne equally by the Union and the Company. The jurisdiction of the arbitrators shall be limited to differences which are grievable under this grievance procedure. The arbitrators shall have no jurisdiction to add to, vary, alter, extend or waive the application of any of the provisions of this Agreement, or to give any decision or award in violation of or in conflict with any of the provisions of this Agreement. No person shall be appointed as a representative who has participated in prior efforts to settle the grievance to be arbitrated.
6. **Requests for Delay** 10.13
- The Company and the Union will honour requests for reasonable delay in processing grievances. However, should no request for delay be made by either party, and no answer be given within the specified time, the grievance may be presented at the next step. Should no request for delay be made and the grievance not presented at the next step within the prescribed time limits, the grievance shall be considered as having been dropped. Time limits referred to in the Grievance procedure shall not include Saturdays, Sundays, Statutory Holidays, as provided in this Agreement, or plant shutdown.
7. **Attendance by Others** 10.14
- The Company or Union may request the attendance of other employees and/or members of the plant supervisory staff for discussion at any time in steps "Two and Three and Arbitration" when in the Company's or the Union's opinion to do so may help in arriving at a settlement.
8. 10.15
- The Union may call in an official of the Labour Organization with which the Union is affiliated when in the Union's opinion to do so may help in arriving at a settlement in steps "Two and Three".

9. Wherever an official of the Company or Union is designated by title, it is understood to include provision for any designated representative that may be appointed by the Company or Union to act as an alternate. 10.16
10. It is agreed that the number of steps in the Grievance Procedure shall remain constant during the term of this Agreement despite possible changes in designated Company titles. 10.17
11. **Time Off Requests**
- Such Officers, Directors, Stewards, or appointees of the Union, who are employees actively on payroll of the Company, shall be permitted time off with pay as may reasonably be required for the following purposes: 10.18
- (a) First: To attend such meetings with the Company representatives as are hereinbefore provided pertaining to matters relating to the Agreement, and, 10.19
- (b) Second: To transact with the Company's representatives at reasonable times legitimate business relating directly to the matters covered by this Agreement after notice to and permission obtained from their Foreman. 10.20
12. Whenever the Company is of the opinion that it is desirable to hold a meeting with reference to matters covered in this Agreement, the Company may do so and call the Officers, Directors, Stewards, and any other Officials, representatives or appointees of the Union with authority to act or such employees as may be deemed necessary and in such event shall pay employees in attendance at the average hourly rate. 10.21
13. If any complaint by the Company discussed in accordance with paragraph 10.21 is not settled to the mutual satisfaction of the conferring parties, the Company shall present its grievance in writing to the Union within seven (7) working days. The Union will submit its reply within seven (7) working days and if no satisfactory settlement is reached, then the Company may within ten (10) working days give notice to the Union that it intends to submit the matter to arbitration, naming its arbitrator and the arbitration procedure as outlined in paragraph 10.12 shall be followed. 10.22

14. **No Strikes or Lockouts**

The Company and the Union recognize that the provisions in the grievance procedure of this Agreement are adequate for the settlement of all differences that may arise out of any matter covered by this Agreement. The Union, therefore, agrees that it will not promote or authorize a strike, walkout, slowdown or work stoppage as a result of any such difference, and the Company agrees that it will not authorize any lock-out of employees so long as this Agreement continues to operate.

10.23

## ARTICLE XI - GROUP BENEFITS PROGRAM

The Company agrees to provide the following level of benefits under the Group Benefits Plan for the duration of this Agreement subject to and in accordance with the terms and plans:

11.01

- i) Group Life Benefit
- ii) Group Accidental Death and Dismemberment Plan
- iii) Group Weekly Indemnity Benefit
- iv) Group Long Term Disability Benefit
- v) Group Drug Plan
- vi) Group Major Medical Plan
- vii) Group Basic Dental Care Plan
- viii) Group Survivor Income Benefit
- ix) Ontario Health Insurance Plan

The Company further agrees that during the term of this Agreement, it will pay one hundred per cent (100%) of the premiums of the above-noted benefits from the effective date of such benefits with respect to employees.

11.02

**i) Group Life Benefit**

1. (a) To provide for Life Insurance, in the amount of **\$40,000** in the event of the death (from any cause) of a regular employee effective **March 23, 2001**.

11.03

(b) To provide a **cash payment** in the amount of \$3,500 in the event of death (from any cause) of an employee who retires, under the pension plan of the Company and the Union, effective from **March 23, 2001**.

11.04

**ii) Group Accidental Death and Dismemberment Plan**

- |    |     |   |       |
|----|-----|---|-------|
| 1. | (a) | To provide for coverage, in the amount of <b>\$40,000</b> effective <b>March 23, 2001</b> , in the event of the death (from a non-occupational accident) of a regular employee; occurring within 18 months of such accident. Such amount payable in addition to the amount of Life Insurance. | 11.05 |
|    | (b) | To provide for coverage in the event of dismemberment of a regular employee, occurring within 18 months (and as a result) of a non-occupational accident. Such coverage to vary in amount contingent upon the specified loss.   | 11.06 |
| 2. |     | Coverage subject to specified circumstances.  | 11.07 |

**iii) Group Weekly Indemnity Plan**

- |  |  |  |       |
|--|--|--|-------|
|  |  | To provide a minimum weekly benefit of \$445.00 for regular employees for disabilities commencing on or after the date of ratification of this Agreement. Such benefit payable beginning with the: 1st day of non-occupational accident; 1st day of non-occupational surgical interference; 1st day of hospitalization; 8th day of non-occupational illness. The minimum weekly benefit will increase to \$500.00 on March 23, 2000. | 11.08 |
|  |  | Such benefit to continue until employee returns to work or for a maximum period of 26 weeks, whichever is the sooner.  | 11.09 |
|  |  | The Company agrees to match the maximum Unemployment Insurance Benefit payable on or after January 1st of each year of this Agreement for all disabilities which arise on and after that date.   | 11.10 |

To ensure that employees receive Weekly Indemnity Insurance or Workplace Safety and Insurance Board Benefits with a minimum delay, the Company will advance, upon request of the employee, an amount equal to the amount of Weekly Indemnity benefit payable for each benefit entitlement period. Payment of the advance will be made during the week of request provided that: 11.11

- i) the employee co-operates in completing the necessary documents to support his claims.
- ii) the employee agrees, in writing, to reimburse the Company for any monies so advanced. The Company will have the right to arrange for direct reimbursement through the insurance company, Payroll Department or W.S.I.B. by having the employee sign the appropriate waiver under the circumstance.
- iii) ten (10) days have elapsed since the date the employee filed his completed application for benefits.
- iv) in any event, the Company will not advance in excess of four (4) weekly indemnity payments to the employee, where the facts related to the claim are in dispute.
- v) employees who have been delinquent in re-paying past advances may have this benefit denied to them at the discretion of the Company.
- vi) Employees who have applied for W.S.I.B. benefits and who have received the four (4) weekly advance payments and have not yet received the W.S.I.B. benefit may apply to receive weekly indemnity insurance. The employee must sign a reimbursement agreement which allows the W.S.I.B. to reimburse the insurance company when the claim is approved.

**iv) Group Long Term Disability**

- (1) To provide a monthly benefit of \$1,000 for regular employees whose disability commenced on, before or after the date of ratification of this agreement. 11.12

Such benefit to commence following completion of the 26 week Group Weekly Indemnity Benefit, for employees who, because of non-occupational injury or illness, are unable to perform their own or such disabilities jobs as may be established by the Company. Eligible employees may collect L.T.D. to age 65 or retirement date, whichever occurs first. 11.13

v) **Group Drug Plan**

- |     |  |       |
|-----|--|-------|
| (1) | To provide coverage, for full time regular employees and their eligible dependents, for prescriptions, issued by a licensed physician or dentist for covered drugs.  | 11.14 |
| (2) | The plan to provide for the employee to pay 35 cents per prescription purchased and the insurance company to pay the balance directly to the pre-authorized participating pharmacy.  | 11.15 |
| (3) | Amend the Group Drug Plan to introduce cross therapeutic selection, the mandatory use of generic drugs where allowed by a doctor, positive enrolment, co-ordination of benefits and the elimination of over-the-counter drugs unless it has been proven that the over-the-counter drug has been prescribed by a doctor on a regular basis over the last two (2) consecutive years prior to the date of ratification of this agreement. | 11.16 |
| (4) | An employee who is a member of the pension plan, and who, having not less than thirty (30) years of credited service will upon choosing early retirement, have the group drug plan maintained until age sixty-five (65) or death, whichever is the sooner (contingent upon maintaining residency in Canada).   | 11.17 |

vi) **Group Major Medical Plan**

- |     |  |       |
|-----|--|-------|
| (1) | To provide coverage for full-time regular employees and their eligible dependents in the amount of 100% reimbursement of insured charges which, during any one calendar year exceeds \$50.   | 11.18 |
| (2) | The Group Major Medical Plan will include:   | 11.19 |
| a)  | Semi-private hospital care.  |       |
| b)  | Vision care, to a maximum of <b>\$225</b> per insured person in any two year period ( <b>or the reimbursement of the cost of laser surgery per insured person up to a maximum of \$225</b> ), and payment of one eye examination every two years and |       |
| c)  | Hearing care, to a maximum of <b>\$500</b> per insured person in any three year period.  |       |

**vii) Group Basic Dental Care Plan**

- |     |   |        |
|-----|---|--------|
| (1) | To provide coverage for full-time regular employees and their eligible dependents in the amount outlined below of insured charges during any one calendar year based on a three year lag in the Ontario Dental Association Fees schedule:<br>January 1, 2001 – 1998 ODA Fee Schedule<br>January 1, 2002 – 1999 ODA Fee Schedule<br>January 1, 2003 – 2000 ODA Fee Schedule<br>January 1, 2004 – 2001 ODA Fee Schedule | 11.20  |
| (2) | Basic services (100% of eligible expenses) to include examination, consultation, x-rays, scaling of teeth, fillings, surgical removal of teeth, endodontic and periodontic services.  | 11.21  |
| (3) | Basic services to exclude cosmetic dentistry, dental services not listed under "insured services", services not performed by a licensed dentist, charges in excess of the appropriate O.D.A. Schedule of Rates as outlined in 11.20 and dental services paid through any other source.  | 11.22  |
| (4) | Restoration coverage for crowns, bridges, and dentures to an annual maximum of <b>\$1,350</b> under the existing fee for service plan.  | 11.23  |
| (5) | Orthodontia to be provided to a lifetime maximum of <b>\$1,350</b> , only for the dependent children of employees.  | 11.23A |
| (6) | Work performed by a licensed denturist on upper or lower dentures is an eligible expense under the dental plan. It is understood that a licensed denturist will only provide work within his licensed capacity.   | 11.23B |

**viii) Group Survivor Income Benefit**

- |  |       |
|--|-------|
| In the event of an eligible employee's death while on the payroll, and having completed at least 10 years of continuous service, the "survivor spouse" will receive an income payable monthly. | 11.24 |
|--|-------|



The benefit in the amount of \$250 per month will be paid monthly in advance beginning on the first day of the month following the death of the employee. The last payment is due on the first day of the month in which the surviving spouse dies except that,

- i) in the event of the death of a survivor spouse, there shall be a minimum of 5 years guarantee period following the death of the eligible employee.
- ii) in the event of the re-marriage of the survivor spouse, the benefit will continue for two years after remarriage.

Definition of Spouse

- i) A widow of a deceased male employee or a widower of a deceased female employee who was legally married to the employee and was not living separate or apart from the employee at the time of death, and who has survived the employee by twenty-four (24) hours;
- ii) a person who was not legally married to the employee, **including same-sex partner**, but has been living with the employee continuously in a conjugal relationship for a period of at least (3) years immediately preceding the employee's death, and who has survived the employee by twenty-four (24) hours.

**ix) Ontario Health Insurance Plan**

- (1) To provide coverage for full-time regular employees and their eligible dependents for regular hospital services in standard ward accommodation and covered medical and surgical expenses, etc.

An employee who is a member of the pension plan, and who, having attained not less than 30 years of credited service, will upon choosing early retirement, have OHIP maintained until age sixty-five or death, whichever is the sooner (contingent upon maintaining a residence in Ontario).

The Company and the Union will each name two employees to be on a Group Benefits Committee. The Committee will meet once each quarter, at the request of either party, with a representative of the insurance carrier to review the experience of the Group Benefits Program.

**ARTICLE XII - BEREAVEMENT AND JURY DUTY ALLOWANCE**

1. **Bereavement Allowance**

In the event of the death of an employee's legal spouse, child, **or parent (includes stepparent)**, he will be allowed a paid bereavement leave of five (5) full scheduled working days from the date of death in order to attend the funeral (or other related service) and to provide an adequate time to grieve. In the event of the death of a member of an employee's immediate family, he will be allowed a paid bereavement leave of three (3) full scheduled working days from the date of death in order to attend the funeral (or other related service) and to provide an adequate time to grieve. It is understood that an employee off work on vacation or paid holiday who experiences a death in the immediate family will have an equal number of paid leave days provided at the end of such vacation or holiday period in order to give full effect to the benefit provided for under this Article. Wages paid for bereavement leave will be eight (8) hours per day based on the employee's average hourly earnings as defined in paragraph 3.06 of the agreement. Employees unable to attend the funeral (or other related service) will be provided with one (1) day paid bereavement leave. The Company further agrees to try and accommodate employees who wish to schedule a bereavement leave day for a service to be held at some later date.

12.01

The term "a member of an employee's immediate family" means parent-in-law; grandparent; spouse's grandparent; brother; sister; sister-in-law; brother-in-law; son-in-law; daughter-in-law; stepchild; stepbrother; stepsister; and grandchild of an employee at the date of such death.

For the purpose of this Article, the terms "brother-in-law" and "sister-in-law" means the brother or sister of the employee's legal spouse and the legal spouse of the employee's brother or sister.

12.02

2. **Jury Duty Allowance**

An employee who is called for Jury Duty or as a subpoenaed witness and who attends Court for all or part of a scheduled work day will be excused from work for that full day regardless of scheduled shift on that day and shall receive for each day of such jury or witness duty, the difference between eight (8) hours at his average hourly rate and the jury or witness fee received for that day. The Company may require the employee to furnish a certificate of service signed by the Clerk of the Court before making any payment under this Article.

12.03

## **ARTICLE XIII - PENSION**

1. Effective the 1st of the month following date of ratification, the non-contributory pension plan established the 1st of May 1970 will be revised to provide the level of benefits outlined in Appendix "C". 13.01

## **ARTICLE XIV - HEALTH, SAFETY AND INDUSTRIAL HYGIENE**

1. The Company will continue to make reasonable and necessary provisions to provide every employee with a safe and healthy workplace. The Company shall comply in a timely manner with the Occupational Health and Safety Act and its regulations. All standards established under these laws shall constitute a minimum acceptable practice to be improved upon by agreement of the joint committee. 14.01
- The Company agrees that in addition to complying with the current Occupational Health and Safety Act and Regulations for Industrial Establishments (the Act), both Part V – Right To Refuse Or Stop Work Where Health Or Safety Is In Danger (Sections 43 and 44) and Part VI – Reprisals By Employer Prohibited (Section 50) as written in the Act in effect on January 1, 1998, will constitute a minimum standard of practice for the Company and it's employees if these Sections of the Act are changed during the term of this agreement.
2. **Joint Occupational Health, Safety and Industrial Hygiene Committee** 14.02
- (a) The Company and the Union agree to maintain the established Occupational Health and Safety Committee in accordance with the Occupational Health and Safety Act regulations. The Union representation on this Committee shall be five (5) members' chosen by the Union.
- (b) Two co-chairpersons shall be selected from and by the members of the Committee. One of the co-chairpersons shall be a Company member. The other co-chairperson shall be a Union member chosen by the Union.
- (c) The Committee shall assist in creating a safe place to work, shall recommend actions which will improve the effectiveness of the health, safety and industrial hygiene program and shall promote compliance with the appropriate government regulations. The Union members of the committee shall meet at least once a month for two hours without the Company representatives present.

3. Without limiting the generality of the foregoing, the Committee shall: 14.03
- (i) Determine that inspections have been carried out at least once a month. The regular inspection shall be made of all places of employment, including building, structures, grounds, excavations, tools, equipment, machinery and work methods and practices. Such inspections shall be made at intervals that will prevent the development of unsafe working conditions.
  - (ii) Determine that accident investigations have been made as required by Accident and Near Miss Investigations.
  - (iii) Recommend measures required to attain compliance with government laws and the correction of hazardous conditions.
  - (iv) The co-chairpersons or designates shall participate in monthly inspections.
  - (v) Solicit and consider recommendations from the workplace with respect to health, safety and industrial hygiene matters and recommend implementation where warranted.
  - (vi) Hold regular meetings at least once a month or more frequently if mutually agreed upon by both Union and Company co-chairpersons for the review of:
    - 1. reports of current accidents or industrial diseases, their causes and means of prevention.
    - 2. remedial action taken or required by the reports of investigations or inspections.
    - 3. any other matters pertinent to health, safety or industrial hygiene.
  - (vii) Record the proceedings of the Committee and forward the minutes (which shall be signed by the co-chairpersons) to the Company who shall make exact duplicates promptly available to all Committee members, post them on the bulletin boards and forward copies to the Local Union Office and make available to the Ministry of Labour upon request.
4. Time spent by members of the Committee in the course of their duties shall be considered as time worked and shall be paid for in accordance with the terms of this Agreement. 14.04
5. The Company agrees to train all members of the Union Health and Safety Committee for certification under the Occupational Health and Safety Act. 14.05

6. **Accident and Near Miss Investigations** 14.06
- (a) A departmental Union Steward shall be called in on all preliminary accident investigations. An attempt shall be made to notify in advance a member of the Health and Safety Committee of the time and location of such meeting.
- (b) When formal accident investigations are necessary, a Union Health and Safety Committee representative and Steward from the department involved shall be present. The Union Office shall be notified in advance of all such meetings.
7. **Health and Safety Equipment** 14.07
- The Company shall provide the protective equipment, materials and devices prescribed by legislation or as specified in this Agreement, in accordance with present practice.
8. **No Disciplinary Action** 14.08
- No employee shall be discharged, penalized or disciplined for acting in compliance with the Occupational Health and Safety Act and its regulations; for refusing work on a job or any workplace or to operate any equipment where they believe it to be unsafe or unhealthy to themselves, a workmate or the public; or where it would be contrary to the applicable federal, provincial or municipal health and safety legislation or regulations. There shall be no loss of pay, seniority or benefits during a period of refusal. No employee shall be ordered or permitted to work on a job which another worker has refused unless, in the presence of the Union co-chair or his designate, the employee has been advised of the other employee's refusal and their reasons for the refusal and agrees to perform the work.

## **ARTICLE XV - LIST OF AUTHORIZED PERSONS**

1. The Union will periodically furnish to the Company lists of general officers, stewards, Board of Directors of the Union and other persons duly authorized to act as Union Representatives. 15.01

## **ARTICLE XVI - UNION SECURITY AND DEDUCTION OF DUES**

1. Employees who are members of the Union as of the effective date of this Agreement shall retain such membership for the life of this Agreement. 16.01
  
2. Newly-hired employees covered by this Agreement shall become and remain members of the Union as a condition of employment thirty (30) working days from the date of employment, and shall retain such membership for the duration of this Agreement. 16.02
  
3. Employees transferred to a position covered by this Agreement shall become members of the Union on the first day of the month following the month during which they became eligible, and shall retain such membership for the duration of this Agreement. 16.03
  
4. During the life of this Agreement, the Company will receive authorization from the Union to deduct from the earnings of all employees in the Bargaining Unit initiation fees, where applicable, and on a weekly basis dues laid down by the constitution and by-laws of the Union. The amount of such deductions shall be advised by letter from the Financial Secretary of the Local Union to the Company. The Company shall remit by cheque to the Financial Secretary of the Local Union the total sum of all the deductions made, together with a list of names from whom deductions were made and including the names of those from whom no deductions were made and the reason for no deduction. All such deductions to be made on a weekly basis, provided the employee has worked eight (8) hours in such weekly pay period. Failing this, the deduction will be made from the next pay period meeting the hours worked requirement. 16.04
  
5. It is understood that at the time of hire, the Plant Chairperson or his designate, will meet all newly hired Bargaining Unit employees in order to secure authorization for Union membership and deduction of initiation fees and Union dues. 16.05

## **ARTICLE XVII - AMENDMENTS**

1. Amendments to this Agreement may be made upon the mutual consent of the Company and the Union in the following manner: The party desiring an amendment shall notify the other party in writing setting forth the amendment proposed. The other party shall, within ten (10) days after receipt of such notice, reply in writing stating whether it accepts or rejects the proposed amendment(s) or whether it requests a conference to discuss the same. If a conference is requested, the same shall be held between the duly authorized representatives of the parties of this Agreement within ten (10) days after the delivery of the notice requesting such conference. If the parties hereto mutually agree upon the form of the proposed amendment, it shall forthwith be considered as incorporated in this Agreement. If both parties hereto do not agree upon the form of the proposed amendment no such amendment shall be made. 17.01
  
2. Any amendment to or deviation from this Agreement must be in writing and must be signed by the Chairperson and two other Committeemen of the Union and by the Director, Human Resources or his designated representative and one other official of the Company. 17.02

## **ARTICLE XVIII - SKILLED TRADES**

1. The Company and the Union agree that the current tool replacement policy dated June 23, 1993, will remain in effect for the duration of this Agreement, unless changed by mutual agreement. Any disputes regarding the application of this policy will be referred to the Skilled Trades Committee. 18.01
  
2. When a vacancy for a combined trades job is posted in the plant, the Company will select the senior applicant subject to subsection 8.03-8.07 of Article VIII - Seniority, provided that the most senior applicant has previously worked in the trades group and has been fully qualified in one of the Trades combined into the posted job. If the Company is unable to fill the vacancy by following this procedure, the vacancy will be filled in accordance with the provisions of Article VIII - Seniority. 18.02

3. In the event that an employee assigned to a combined Trades job is unable to perform the full scope of the job after completing the training required, the Company shall retain such employee in the Combined Trades group in order to perform the work within their capabilities. Any such employee will continue to work towards meeting the required skill level within the Combined Trades group. It is understood that all employees are expected to make a full effort towards learning the necessary skills required for the Combined Trades jobs. If the employee has not provided a full effort to learn the necessary skills of the combined job, the employee would exercise his seniority within the plant as described within Article VIII - Seniority. (8.51-8.65). 18.03(a)
- If it becomes necessary to reduce the number of employees in any trades group, the reduction will take place in reverse order of seniority. 18.03(b)
- The Company agrees that if a reduction in force or layoff would cause a tradesman to be displaced, and a trades helper in that specific trade would still be retained, then such trades helper shall be displaced instead of such tradesman regardless of seniority or any bumping or layoff rules in the Collective Agreement.** 18.03(c)
4. Permanent area assignments within the Mechanical and Electrical Departments shall be posted within the department, and shall be awarded to the most senior applicant from within the Trades group provided the employee from within the Trades group is qualified to perform the work satisfactorily and the assignment will not interfere with the orderly operation of the plant. 18.04
5. Should the Company assign employees who are performing combined trades jobs into a department for a period of sixty (60) days or less, the Company reserves the right to select an employee for the assignment based on maintaining an efficient operation. 18.05



6. The Company and the Union agree to establish a joint skilled trades committee composed of three (3) members from the Company and three (3) members from the Union. The committee will meet on a regular basis in order to review and resolve all issues resulting from the implementation of the combined trades program. The committee will be required to make recommendations on the format and curriculum for all on the job and classroom training, **including apprenticeship training.** 18.06

The Company and Union recognize that the make up of the combined trades program needs to be continually reviewed and will agree to follow the recommendations of the Joint Skilled Trades Committee in regards to the redefining of the combined trades jobs. The Company reserves the right of final approval on recommendations that have a significant financial impact (ie. training, etc.).

Should the committee be unable to resolve any issue relating to this program, it shall become a matter for discussion and resolution between the Company and the Union.

7. **Apprentices:**

- (a) Indentured apprentices shall be on probation for a period of ninety (90) calendar days following the date of their most recent hire with the Company. Upon the completion of the first thirty (30) calendar days of the probationary period, such indentured apprentices shall become eligible for membership in the Union, and the Union may represent them in all matters covered by this Agreement; except that the Company shall have the right to discharge peremptorily such apprentices during the period of probation. Such discharge shall not be subject to the grievance procedure unless the Company's action is exercised in an unjust or discriminatory manner. 18.07

- (b) It is agreed that the Company shall have the unilateral right to hire, select, promote, demote, transfer, discipline, or discharge for just cause, including failure to progress in the Apprenticeship Program, indentured apprentices enrolled in the Apprenticeship Program for trades jobs. The Company shall determine the Apprenticeship Program applicable to each trades job for which such a Program is desirable, establish the schedule of apprentice training and specify the conditions of progression. 18.08\*

\* see Item 13 - letter of understanding

- (c) In such trades as an Apprenticeship Program is deemed desirable by the Company, the ratio of apprentices to tradesmen shall **not be more than** one (1) to five (5) with the provision that one (1) apprentice may be employed and trained in each such trade even though the number of tradesmen employed in that trade is less than five (5). Notwithstanding the fact that job posting procedures apply to all permanent openings, it is hereby agreed that for every two (2) openings filled under the job posting procedures, one (1) direct hiring may be allowed. 18.09

**The Company agrees to employ and train not less than six (6) apprentices within twelve (12) months from the ratification of this Agreement. The Company agrees to employ apprentices through regular job posting procedures, subject to this paragraph, 18.09, and Item 13 - letter of understanding.**

- (d) It is agreed that, during the first three quarters of the Apprenticeship Program, an apprentice will assist incumbent tradesmen for purposes of training. During such period the incumbent tradesmen will assist in training the apprentice and will suffer no loss of earnings. 18.10
- (e) It is agreed that during the last quarter of his Apprenticeship Program, an apprentice may work alone as directed by the tradesman to whom he has been assigned with the understanding that he will not displace an incumbent tradesman for the purpose of training. During such period, the incumbent tradesman will assist in training the apprentice and will suffer no loss of earnings. 18.11
- (f) Upon successful completion of apprenticeship, the employee will be assigned to the intermediate rate of the respective trade's job as listed in subsection 5.03 of "The Manual". Assignments to the standard rate of the respective trade's jobs will be made in accordance with the provisions of "The Manual". 18.12

8. **Skilled Trades Rates - Effective Date of Ratification**

<u>Job</u>		<u>Job Class</u>	<u>Standard Rate</u>	18.13
Industrial Mechanic		20	22.353	
Heavy Equipment Mechanic		18	21.979	
Industrial Electrician		21	22.540	
Welder Fabricator		18	21.979	
Industrial Bricklayer		18	21.979	
Industrial Electrical Technician	24		23.101	
Fluid Power Technician	23		22.914	
Combustion Technician		22	22.727	
Steamfitter/Gasfitter		20	22.353	

**In scheduling vacations for Skilled Trades, any weeks of vacation during the months of July and August that remain open following the finalization of the annual vacation schedule, will be offered to employees in order of seniority. Employees must sign up for these open weeks within thirty (30) days of the posting of the annual vacation schedule. Openings during the annual shutdown period will be excluded.**

18.14

**ARTICLE XIX - TERMS OF AGREEMENT**

This Agreement shall remain in force for a period of three (3) years from **March 23, 2001**, and shall continue in force from year to year thereafter unless in **2004** not more than ninety (90) days, and not less than thirty (30) days before the date of its termination, either party shall furnish the other with notice of termination, or proposed revision of this Agreement. In witness whereof, the parties hereto have caused this Agreement to be executed by their respective officers, duly authorized thereunto,

19.01

\_\_\_\_\_.

FOR ATLAS SPECIALTY STEELS

FOR THE UNION

\_\_\_\_\_  
N. Resetar

\_\_\_\_\_  
G. Bradley

\_\_\_\_\_  
K. Watt

\_\_\_\_\_  
J. Collings

\_\_\_\_\_  
S. Bosak Jr.

\_\_\_\_\_  
M. Ravazzolo

\_\_\_\_\_  
P. Davis

\_\_\_\_\_  
M. MacQueen

\_\_\_\_\_  
P. Uguccione

\_\_\_\_\_  
J. Schoures

\_\_\_\_\_  
J. Castellana

\_\_\_\_\_  
J. Plante

\_\_\_\_\_  
A. Stohlmeyer

\_\_\_\_\_  
S. Gillap

\_\_\_\_\_  
M. Menicanin - CAW

## APPENDIX "A"

1. Appendix "A" shall consist of:  
The Job Description and Classification Manual for Hourly-rated Production, Clerical, Technical and Maintenance jobs dated January 11, 1963. A.01

Effective February 17, 1976, sub-section "A" 5.03 of Appendix "A" is amended as follows: A.02

The following list includes the certain trade jobs covered in 5.02 above. A.03

Blacksmith  
Carpenter  
Industrial Electrician  
Industrial Mechanic  
Roll Turner  
Machinist  
Tool Maker  
Welder Fabricator  
Die Maker  
Industrial Bricklayer  
Industrial Electrical Technician  
Fluid Power Technician  
    Combustion Technician  
Steamfitter/Gasfitter

The following are also recognized as certain trades or skilled jobs requiring provincial certification or special experience as indicated in paragraph 8.42 of the Collective Agreement, but are excluded from the provisions of this section of Appendix "A". A.04

Stationary Engineer  
Mobile Crane Operator  
Layerout-Checker  
Testing technician (non-destructive)  
Heavy Equipment Mechanic

## APPENDIX "B"

1. A list of jobs suitable for partially disabled employees and mutually acceptable to the Company and Union will be designated as "Disability Jobs." This list will indicate the nature of each job, the physical and mental requirements necessary to perform each job satisfactorily, and the type of disability which would best be suited to each job. B.01  
The following is a list of "Disability Jobs":

Test Preparer	- N.P. Finishing Met Lab.
Janitor (Plant Changerooms)(5)	- Yard
Hollow Drill Bundler	- F.G.&S., South Plant
Polisher	- Central Met. Lab.
Tagmaker	- Conditioning
Disability Utilityman	- Disability Group
  
2. It shall be the function and responsibility of the "Disability Placement Committee", B.02  
comprised of an equal number of representatives of Management and the Union, to make the initial selections for the above "Disability Jobs" as they come open as well as any future reassignments. Should two or more partially disabled applicants apply, or subsequent to placement should a disabled employee require one of the above jobs, selection or reassignment by the above committee shall be guided by the following principles:

- |     |   |      |
|-----|---|------|
| (a) | Seniority   | B.03 |
| (b) | Extent of Disability  | B.04 |
| (c) | Ability to satisfactorily Perform the Operation.  | B.05 |
|     | Where factors (b) and (c) are relatively equal, factor (a) shall govern.  | B.06 |
| 3.  | When an opening occurs in the above designated jobs after this date, such jobs shall be posted with a notation affixed stating that preference will be given to partially disabled applicants in accordance with the principles outlined in above. Should no such disabled applicant apply, successful non-disabled applicants would be chosen in accordance with paragraphs 8.03 to 8.07 inclusive, but would be subject to future displacement at the discretion of the "Disability Placement Committee". | B.07 |
| 4.  | Partially disabled applicants will be required to describe the nature and severity of their disability in the space on the application form. For job selection purposes, the legitimacy and severity of disability claims will be established by the Company doctor.  | B.08 |
| 5.  | Should any disagreement arise concerning selection of applicants for the job opening, the final decision will be made by the "Disability Placement Committee". This Committee may also consult the Company doctor if requested to do so by either party.  | B.09 |
| 6.  | Applicants accepted for jobs on the basis of legitimate partial disability shall not be allowed to apply for other job openings in the plant without permission from the "Disability Placement Committee".  | B.10 |

## APPENDIX "C"

1. Effective March 23, 2000 for a normal retirement (age 65) a benefit of;
  - (a) \$36 per month per year of credited service prior to May 1, 1970; plus
  - (b) \$41 per month per year of credited service from May 1, 1970, to a maximum of forty (40) years.



Effective March 23, **2002** for a normal retirement (age 65) a benefit of;

- (a) **\$37** per month per year of credited service prior to May 1, 1970; plus
- (b) **\$42** per month per year of credited service from May 1, 1970, to a maximum of forty (40) years.

Effective March 23, **2003** for a normal retirement (age 65) a benefit of;

- (a) **\$41** per month per year of credited service prior to May 1, 1970; plus
- (b) **\$46** per month per year of credited service from May 1, 1970, to a maximum of forty (40) years.

## 2. **Early Retirement Option**

At any time following attainment of age fifty-five (55), with a minimum of two (2) years of plan membership or attainment of vested status, an employee may retire with his accrued pension to date. The amount of accrued pension to be reduced by one half of one per cent (1/2 of 1%) per month for each month prior to age sixty-five (65).

An employee having attained not less than thirty (30) years of credited service may retire with an unreduced pension accrued to date provided such employee applies for such early retirement option not less than three (3) months prior to the 1st of the month in which he wishes to retire.

## 3. **Early Retirement Supplement (Bridge)**

An employee selecting early retirement who has completed not less than thirty (30) years of credited service shall receive an early retirement supplement of:

Effective February 18, 1996:

- (a) \$17.00 per month per year of credited service prior to May 1, 1970; plus
- (b) \$22.00 per month per year of credited service from May 1, 1970, to a maximum of thirty (30) years of credited service.

**Effective March 23, 2003:**

- (a) **\$18.00 per month per year of credited service prior to May 1, 1970;**  
**plus**
- (b) **\$23.00 per month per year of credited service from May 1, 1970, to a maximum of thirty**

**(30) years of credited service.**

The Early Retirement Supplement will be payable to age sixty-five (65) or when the Canadian Pension Plan and Old Age Supplement benefits become payable or when the employee dies, whichever is earlier.

4. An employee's normal retirement date is the **last** day of the month coincident with his sixty-fifth (65th) birthday.
5. A full time employee will become an eligible member of the pension plan upon completion of two (2) years credited service at which point membership is dated back to commencement of his credited service.
6. The Regular Form of pension shall be payable for life but guaranteed for a minimum of five (5) years in any event.
7. Optional forms of pension, made prior to normal retirement, and subject to time and health requirements, may be elected by the members as follows:
  - (a) An actuarially increased pension payable during the member's lifetime; or
  - (b) An actuarially reduced pension payable during the members lifetime but guaranteed for a minimum of ten (10) years (or such longer period as the member may elect and is permitted in accordance with the Pension Benefits Act) or for the after-lifetime of a named counter-life.
8. A member with ten (10) or more years of credited service shall acquire a fully vested pension in pension credits accrued to the 31st of December, 1986. A member with two or more years of membership in the plan shall acquire a vested interest in pension credits accrued on and after January, 1987, to date. These to be held and be available at the member's normal retirement date.
9. **Credited Service**

In general is an employee's period of actual and unbroken service with Atlas Specialty Steels up to the normal retirement date.

Absence:

  - (a) on authorized paid vacations, count in full; and
  - (b) on authorized leave, other than on account of disability up to a maximum of three (3) months for any single leave; and
  - (c) while receiving weekly indemnity, count up to a maximum of six (6) months for any single continuous period of disability; and
  - (d) while receiving Workplace Safety and Insurance Board Benefits, count in full.

CAW Local 1997  
Major Street,  
Welland, Ontario

**ATTENTION: Mr. G. Bradley, President/Chairperson**

Gentlemen:

**RE: Letters of Understanding**

During the term of the Collective Agreement between the parties effective **March 23, 2001**, the following understandings have been reached.

**ITEM 1          PARAGRAPH 3.28**

For the purpose of paragraph 3.28, an employee's scheduled starting time shall be defined in the departmental work rules in which he is scheduled to work.

**ITEM 2          OVERTIME EQUALIZATION**

An employee who works on his scheduled day off at straight time rates will not be charged as having worked overtime for the purpose of overtime equalization.

**ITEM 3          PARAGRAPH 3.04**

It is the intention of the Company during the term of this Agreement to recognize that the following scheduling is generally preferred by its employees:

- 1 shift requirement - days
- 2 shift requirement - days and afternoons
- 3 shift requirement - days, afternoons, and nights.

Due to economics and continuity of plant operations, emergencies, and breakdowns, this normal schedule may need to be altered as the circumstances dictate.

**ITEM 4          TESTING TECHNICIAN (NON-DESTRUCTIVE)**

It is understood and agreed that the three (3) job class additive to be paid to the job of Testing Technician (Non-Destructive) will apply only to those certified by the Canadian Government specifications Bureau in all of

- a) Magnetic Particle Category
- b) Liquid Penetrant Category, and
- c) Senior Level in Ultrasonic Category and only when an incumbent of the job of Testing Technician (Non-Destructive).

## **ITEM 5 NEXT CREW SCHEDULE CHANGE**

Whenever there is reference in the Agreement to "the next crew schedule change", the following rules will apply:

1. If such vacancy is known prior to Thursday in a given week, the next crew schedule change is presumed to be the first calendar week beginning at midnight Saturday.
2. If such vacancy is known on Thursday or later in the same week, the next crew schedule change is presumed to be the second calendar week beginning midnight Saturday.

However, it is the intention of the Company to make the correct final move as quickly as possible.

## **ITEM 6 PRE-SUPERVISORY TRAINING**

For the purpose of pre-supervisory training, the Company may request that the Union Executive approve continuous seniority credit, not exceeding six months of duration, for a specific employee. This provision can be applied only once during an employee's term of employment.

## **ITEM 7 OVERTIME ADMINISTRATION PROCEDURES**

### **Production and Metallurgy**

The following criteria will be applied in the administration of the overtime provisions of the Collective Agreement:

- 1) The parties have agreed that the concept of seven (7) and twelve (12) shift schedules for other than Utilities, Assigned and Shops Maintenance, will be recognized as an alternative to long-term weekend overtime scheduling, where practical.
- 2) Overtime records will be updated and posted on Tuesday of each week.
- 3) Man power schedules will be posted Wednesday of each week.
- 4) Charging of overtime.

The following examples show how overtime should be charged under the changed provisions of the Collective Agreement. All other charging will remain as outlined in the Collective Agreement.

- a) In an overtime group of four employees A, B, C, D, employee A is low in overtime hours, employee D is high in overtime hours.

i.e., A low hours (2)  
 B  
 C  
 D high hours (2)

Employees A and C have each been scheduled and worked two, sixth overtime shifts on weekends during current calendar month. In canvassing for overtime it would be necessary to offer the overtime to employee A first, and then B, C, and D, if each refused -

i.e., A refused - charged 8 hours;  
 B refused - charged 8 hours;  
 C refused - charged 8 hours;  
 D refused - charged 8 hours;

Once all employees in group have refused, then opportunity would be offered to senior qualified employee outside the group.

If no volunteers from outside the group, then employee A is offered overtime again but is not charged for refusal, and then employee B would be scheduled and charged an additional eight (8) hours worked.

**NOTE:**

In offering overtime opportunity to employees outside the overtime group, a 24 hour posting in the department of a temporary opening is used and the senior qualified employee who bids is given the opening. In situations where a temporary posting system is not practical, an alternative system will be worked out between the department head, the departmental Steward and the Overtime Committee. This agreement to be submitted to Human Resources.

**b) Clarification of Scheduled Versus Voluntary Overtime**

Employee A is low in overtime and works the following schedule in a month

DATE 1 2 3 4 5 6 7

DAY S M T W T F S

x x x x x x x - (Sunday the seventh voluntary)

On Sunday the first day of the month, employee A is scheduled to work as low overtime employee. On Saturday the seventh day of the month, employee A works voluntarily, he is not scheduled.

The following Saturday, the fourteenth (14) day, overtime is scheduled for one employee in the group of four, A, B, C, D.

A - low hours

B

C

D - high hours

Employee A has low overtime hours and has been scheduled to work only one (1) time on a sixth overtime shift. Employee A would then be offered the overtime first, and the B, C, and D if each refused. Once all employees in the group have refused, the procedure outlined above would be used in going outside the group.

If no volunteers from outside the group, then employee A would be scheduled and charged an additional eight (8) hours worked.

- c) Clarification of two, sixth overtime shifts. Employee is scheduled to work as follows:

S M T W T F S	S M T W T F S
X X X X X X X	X X X X X X X

The employee scheduled as above could not be scheduled to work on the second Saturday and this day would then be voluntary for that employee.

Please note the restriction of no more than two, sixth (overtime) shifts is applied on a calendar month basis and will have to be recorded as such.

- 5) The Company and the Union agree that both production and maintenance work in excess of sixteen hours in a twenty-four hour period is extremely undesirable. An employee will not work and the Company will not offer work in excess of sixteen hours in a twenty-four hour period. In any event employees will not work in excess of sixteen consecutive hours except in cases of extreme emergency.
- 6) Paragraph 4.29 Group refers to the number of people remaining in such group due to absence.

Example	A
	B
	C Absent
	D

If "C" is not replaced the group would consist of 3; if "C" is replaced then the group would now consist of 4.

- 7) Where vacancies have to be filled on an overtime basis, the employees in the overtime group where the vacancy originates will be offered the opportunity to fill the vacancy.

### **Utilities, Assigned & Shops Maintenance**

- 8) Due to the nature of the maintenance operation, the following procedures will cover the rules of weekend overtime scheduling within the utilities, assigned and shops maintenance operations. First, those employees that indicate each week their availability for work and who have the lowest number of overtime hours charged within the group will be assigned. Then, second, if sufficient manpower is not available, the employees having the lowest number of overtime hours worked and having been scheduled for five (5) or less work days during the work week, may be scheduled. In honouring "Requests Off", the Company will guarantee that a minimum of one-half of the "Requests Off" are honoured. The above guarantee need not be honoured in case of major emergency or on the special planned week-end outages. Further, in the event that, over an extended period of time, the number of "Requests Off" exceeds 70% of the available employees in any particular overtime group, the parties agree to

discuss any changes deemed necessary to correct the situation.

In the event this happens and a solution cannot be reached between the parties, the normal overtime scheduling provisions of the collective agreement shall apply.

- 9) **"Requests Off"**
  - a) "Requests Off" sheets (standard form) to be posted by Tuesday.
  - b) Must "Request Off" by 8 a.m. Thursday for next Saturday and Sunday (all days on long weekends).
  - c) Seventh day of work week to be shown as "Request Off" to avoid being scheduled if not "Request Off", then available for work.
- 10) Scheduler to post schedule by 3 p.m. Thursday.
- 11) Recording:
  - a) Charge all overtime worked.
  - b) Charge all overtime opportunities available that could have been worked. Opportunity exists when an employee is granted a "Request Off" but has fewer overtime hours charged than an employee who was scheduled to work.
  - c) Hours over eight (8) will be recorded similar to 11(b) above. An opportunity exists for those employees available for work in that area and who were asked and who have fewer charged hours than an employee who works.
  - d) The recording of overtime for those employees absent for any reason will be handled on an opportunity basis (scheduled overtime).
- 12) It is understood that :
  - a) Final methods of recording and administration will be worked out for each individual area by maintenance management and the trade's committeeman and the appropriate union representative.
  - b) A central area must be determined for posting of work schedules.
  - c) If the work to be performed requires continuity of skill utilization, the appropriate employee(s) will be retained, excepting that when the work to be performed is scheduled into the weekend overtime then the R.O. system shall apply.
  - d) Paragraphs 4.30 to 4.38 will apply.
- 13)
  - a) All Plant Engineering employees absent from work due to occupational or non-occupational illness for more than one full work week shall have added to their previous worked hours the average of all worked hours of the overtime group, calculated weekly, for the duration of such absence.
  - b) It is further agreed that all Plant Engineering employees who have not provided a telephone number will be charged for all hours offered on a call-in, such that they would have been called in the telephone sequence.

The Company and the Union recognize that from time to time isolated situations arise which render some or all of the above procedures inoperable. Individual Departments may therefore implement modifications to the above procedures such that these written changes are authorized by the Department Superintendent, Union Committee and the Director, Human Resources.

## ITEM 8

### **GUIDELINES FOR THE APPLICATION OF SECTION 8.28 OF THE COLLECTIVE AGREEMENT**

Subsequent to the meetings held with Management concerning the application of Section 8.28 of the Collective Agreement, the following ground rules were established pertaining to all hourly job posting, except the Trades.

1. All postings and acceptance notices are to be identified to indicate that such posting is per section 8.28. A distinctive stamp will also be used to identify the postings and acceptance notices prior to posting.
2. The job posting procedure for jobs required by 8.28 will in no way differ from outlined job posting procedure.
3. Normally the filling of a job via job posting dictates the need for a chain of related postings. With regard this chain and application of Section 8.28:
  - (i) Providing the chain has in no way been broken, all employees occupying jobs in that chain return to their former jobs should the absent employee return to work, regardless of time element.
  - (ii) Should the established chain be broken by an employee bidding off to another job and being accepted, a new chain from that point will have to be established and jobs below that of the person bidding off will no longer be related to Section 8.28.
  - (iii) Should the established chain be broken by an employee bumping into a job on the chain, the employee immediately affected by the bump and employees holding jobs on the chain below that where the bump was effected will return to their former jobs. Jobs above that on the chain will be unaffected. The return of the absentee employee will dictate the return to former jobs of all participants remaining on the chain with the exception of the individual that bumped into the chain, which individual will be required to re-exercise his bumping privilege.
  - (iv) Should the established chain be broken by an employee who chooses to exercise a bump, due to the major change in the job during their absence, then all the employees occupying jobs in that chain shall return to their former job and any resulting vacancy shall be posted as per article 8.22.
4. The job posting per 8.28 will also be effected on jobs made vacant due to an hourly man being transferred to fill a salary non-bargaining position made vacant by accident or illness for a period in excess of 90 days.



5. Before posting to fill a NEW vacancy, the status of the injured or ill employee should be ascertained and if a delay in posting is considered warranted, such delay will be effected with mutual agreement of Union Executive and Management.
6. Departmental seniority will be acquired as per Agreement.
7. A complete record of postings, acceptance notices, etc., will be supplied to the Union.
8. Section 8.28 may be used to replace employees temporarily reassigned outside of the bargaining unit to such positions as union officials, safety assistant or supervisory training.

The Company and the Union hereby agree to the "Guidelines for the Application of Section 8.28 of the Collective Agreement" as outlined above effective January 1, 1988.

## **ITEM 9 ECONOMIC SUPPLEMENT PLAN**

The Company will continue the Economic Supplement Plan (hereinafter called the "Plan") calculated and paid in accordance with the following:

1. Employees will receive payment for all hours worked on a job in accordance with the attached Economic Supplement Plan Rates.
2. Payments under this Plan will be paid before the end of the month immediately following the pay period preceding the end of the quarterly period as noted hereinafter:

Period	Payable
<b>March 23, 2001 - June 23, 2001</b>	<b>July 19, 2001</b>
<b>June 24, 2001 - Sept. 29, 2001</b>	<b>Oct. 18, 2001</b>
<b>Sept. 30, 2001 - Dec. 29, 2001</b>	<b>Jan. 24, 2002</b>
<b>Dec. 30, 2001 - March 30, 2002</b>	<b>April 18, 2002</b>
<b>March 31, 2002 - June 29, 2002</b>	<b>July 18, 2002</b>
<b>June 30, 2002 - Sept. 28, 2002</b>	<b>Oct. 17, 2002</b>
<b>Sept. 29, 2002 - Dec. 28, 2002</b>	<b>Jan. 23, 2003</b>
<b>Dec. 29, 2002 - March 29, 2003</b>	<b>April 17, 2003</b>
<b>March 30, 2003 - June 28, 2003</b>	<b>July 24, 2003</b>
<b>June 29, 2003 - Sept. 27, 2003</b>	<b>Oct. 23, 2003</b>
<b>Sept. 28, 2003 - Dec. 27, 2003</b>	<b>Jan. 22, 2004</b>
<b>Dec. 28, 2003 - March 22, 2004</b>	<b>April 22, 2004</b>

3. The rate applicable under the Plan shall be paid for all hours worked by an employee but shall not be increased by reason of having been earned in overtime. Hours not worked, even though compensated in accordance with a specific provision of the Agreement and deemed to be hours worked for other purposes, shall not be considered to be hours worked for the purpose of this Plan.
  
4. An employee will be eligible for payments under this plan:
  - (a) effective the pay period following the date upon which he completes his probationary period as specified in the collective agreement, and
  - (b) provided the employee is on the payroll of the Company on the last day of the quarterly period for which the payment is calculated as provided in paragraph 2 above except that an employee whose employment is or was terminated before such date for any of the following reasons shall be considered eligible during the quarterly period in which termination occurs:
    - i) Retirement on a pension under the provisions of the collective agreement.
    - ii) Death.
    - iii) Layoff due to lack of work as provided under Seniority provisions of the applicable collective agreement provided however, that such payment shall only be made following the date of his return to work after recall and provided further that such payment shall be forfeited if the former employee fails to return to work within the period specified in the Collective Agreement or ceases to be entitled to recall.
  
5. Payments made to an employee under this Plan shall not be included for purposes of calculating an employee's paid holiday pay or vacation pay entitlement.
  
6. In the event an employee engaged in "an illegal work stoppage or slowdown" during the term of the Collective Agreement, any payments owing to him under this Plan will be forfeited.
  
7. The payment is not to be included in the calculation of any employee benefits except benefits which are set out by Government Statute.

**ECONOMIC SUPPLEMENT PLAN RATE**

<b>JOB CLASS</b>	<b>\$ PER HOUR</b>	<b>JOB CLASS</b>	<b>\$ PER HOUR</b>
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1	--	18	.412
2	--	19	.419
3	.299	20	.427
4	.307	21	.434
5	.314	22	.441
6	.322	23	.449
7	.329	24	.456
8	.337	25	.464
9	.344	26	.471
10	.352	27	.479
11	.359	28	.486
12	.367	29	.494
13	.374	30	.501
14	.382	31	.509
15	.389	32	.516
16	.397	33	.524
17	.404		

**ITEM 10 COST OF LIVING ALLOWANCE**

1. A Cost of Living Allowance (COLA) calculated quarterly based on 1 cent per hour for each .3 increase in the Consumer Price Index (1971=100 Base) (CPI 71) shall continue during the term of this Agreement and shall have added to the current COLA an allowance calculated for **twelve** quarterly periods commencing with the allowance calculated when comparing **April 2001** (cpi 1971) to **January 2001** and ending with the allowance calculated when comparing **January 2004** to **October 2003**.
2. These quarterly periods shall be effective with the first pay period following the release of the Consumer Price Index (1971=100 Base) for each of the following months, when compared to the Consumer Price Index (1971=100 Base) for the respective months as shown below, for each .3 increase, a cost of living allowance of 1 cent per hour will be paid.

**April 2001 compared to January 2001**  
**July 2001 compared to April 2001**  
**October 2001 compared to July 2001**  
**January 2002 compared to October 2001**  
**April 2002 compared to January 2002**  
**July 2002 compared to April 2002**  
**October 2002 compared to July 2002**  
**January 2003 compared to October 2002**  
**April 2003 compared to January 2003**  
**July 2003 compared to April 2003**  
**October 2003 compared to July 2003**  
**January 2004 compared to October 2003**

3. Any cost of living allowance will be paid for straight time hours worked only and will not be paid for overtime hours, premiums or used as a base for calculating overtime.
4. Any decrease in the cost of living allowance calculated in any quarterly period shall reduce the net accumulative cost of living allowance payable.
5. The continuance of the cost-of-living allowance shall be contingent upon the availability of the relevant monthly Statistics Canada Consumer Price Index in its present form and calculated on the same basis as the index for January 1/79 (1971=100 Base). No adjustment retroactive or otherwise shall be made due to any revision, which may be made in the index by Statistics Canada during the term of this Agreement.
6. The COLA generated during the first year of the Collective Agreement will be

rolled into the base rates on **March 22, 2002**, during the second year on **March 22, 2003** and in the third year on **March 22, 2004**.

#### **ITEM 11 SAFETY BOOT SUBSIDY**

The Company shall make available to each employee one pair of approved safety boots per contract year. Where there is need for an additional pair of boots, the approval will be given by the department superintendent. **Employees must return their damaged or worn out boots to the Company to be eligible for this subsidy.** Employees who are recalled within six (6) months of being laid off, must supply their own approved safety boots when returning to work. If an employee has been recalled and has not received one (1) pair of safety boots in the contract year, he would not be responsible for providing the approved safety boots.

#### **ITEM 12 PARAGRAPHS 8.43**

The following procedure shall apply in the application of paragraph 8.43:

1. In the event of a reductions of force or layoff, a list of employees to be laid off will be posted in the plant. This list will also include the names of the employees who are to be retained as essential as per paragraph 8.43.
2. A list of essential employees being retained on 8,43 will be posted in the plant.
3. Any employee in the plant who is qualified for a job listed as in 8.43, has more seniority than the present incumbent and who wishes to apply for such job, will contact the Human Resources Department by the date shown on the list.
4. Applicants will be considered in accordance with the provisions of paragraph 8.43.
5. The Union will be supplied with a list of applicants for 8.43 jobs. Successful applicants will be so designated.
6. In the event of delay or cancellation of the reduction of force or layoff, the successful applicant will retain his last job on record.
7. An employee who has more seniority than the present incumbent of an 8.43 job, and who is to be laid off, may, such that he feels able to perform the job, request and shall be granted an opportunity of up to two (2) days to demonstrate to the Company that he can satisfactorily perform said job. If after this demonstration period, the Company determines the employee is able to perform the work satisfactorily, he shall replace the incumbent. Should the Company determine the employee will not be able to perform the work satisfactorily, the employee will not be given a second trial on this or any other job, and shall be laid off. This demonstration of ability will not be available for "Trades" jobs or jobs with 1040 or 1560 learner hours.
8. Any allegation of a violation of Article 8.43 will be advanced to the third stage of the grievance procedure. The grievance will be heard within five working days of being

filed.

### **ITEM 13 CRITERIA FOR THE SELECTION OF APPRENTICES (WITHIN THE PLANT)**

1. After the requisition for additional manpower is authorized by Management, the job notice is posted in the normal manner.
2. **Minimum requirements shall be:**
  - (i) Grade 12 education, and
  - (ii) **Successful completion of a required government aptitude examination with a passing mark.**
3. Applicants are exposed to a battery of current tests which consist of:
  - Mechanical Comprehension
  - Personnel Problem Solving
  - Mathematical Skill Test**or an equivalent, as mutually agreed to by the Company and the Union.

If Electrical or Instrument Repair, Electrical Aptitude test is an additional requirement. Those applicants that achieve a minimum of 60% in the trade test and 50% in each of the remaining tests will be scheduled for interviews. The applicant must achieve an 80% average with the tests accounting for 75% and the interview 25% of the total.
4. If the above criteria are met, the candidate will be selected based on seniority.
5. The appropriate Union Committee Member will have access to the test results prior to the selection of the successful applicant, the successful applicant will then be notified.
6. **The pay scale to commence is Job Class 5 for the Industrial Electricians and Job Class 4 for all other skill trades apprenticeships. Once the apprenticeship program is half completed, the pay scale increases 2 Job Classes for every 1000 hours completed. No bonus shall be payable during the program.**

### **ITEM 14 VACATION SCHEDULING**

It is the intention of the Company to continue to schedule vacations in such a manner to ensure,

as many eligible employees as possible, two weeks of their vacation during the summer months of July and August.

**PARAGRAPH 9.30**

It is the Company's intention to honour an employee's previously chosen vacations when he is moved from one department to another through no fault of his own, subject to the Company's ability to maintain efficient plant operations.

**ITEM 15 PAID EDUCATION LEAVE**

The Company agrees to pay the Union Education Fund two (2) cents per hour for all hours worked. Payments will be made on a quarterly basis.

**ITEM 16 PARAGRAPH 4.09**

In the application of paragraph 4.09, it is understood that employees who work on a Sunday or on a Paid Holiday and who are short changed to a regular shift within a twenty-four hour period commencing with the time the employee started work on Sunday or Paid Holiday, such employees will be paid at the rate of time and one-half for all hours worked on the short change shift thus negating the provision in 4.09 that "hours compensated for at overtime rates shall not be counted further for any purpose in determining overtime liability under the same or any other provisions".

**ITEM 17 PARAGRAPH 8.48**

Prior to a planned shutdown of at least one week's duration, the committee established under Paragraph 8.48 will convene to review the status of employees who may be affected, with a view to finding an acceptable solution.

**ITEM 18 ARTICLE 8.58**

Where the terms of this article have been followed, and the junior employee has been returned to his original position, another senior employee cannot rescind the bump which he has exercised to displace that junior employee.

**ITEM 19 ARTICLE 8.27**

An employee whose transfer to a position which is rightfully his by virtue of a job posting or claim will be moved to that position as soon as circumstances permit. However, the parties recognize that delays will occur from time to time.

In an effort to protect such a delayed employee, the parties agree that where there are

learner hours involved, the employee will be given credit for learner hours he would have accrued if he had been transferred in a timely fashion. Such credit will only be for purposes of job protection and will allow him to maintain his rights to that job should a senior employee wish to initiate a bump.

For all other purposes, including establishing rates of pay, the employee must actually work the hours on the job to be given credit for the learner hours.

**ITEM 20**

The senior man working on a temporary job may claim a new temporary job, either at the first crew schedule change or when he is scheduled to return to his regular job. This choice would be at the discretion of the senior man.

An employee who has claimed an open job will remain on that job until the regular employee physically returns to his job or until the claiming employee claims another job. The exception to this would be when the regular employee is scheduled to return to his job and then calls in absent for his first scheduled shift. This opening would be treated and filled the same as any other call-in absence. However, the above exception will not apply if such absence is known before 4:00 p.m. Thursday.

**ITEM 21      PRESCRIPTION SAFETY GLASSES**

The Company shall pay 100 % of the cost of approved prescription safety glasses. Employees requiring additional pair(s) must surrender their existing glasses to secure a new pair. Employees may undertake such an exchange no more than three (3) times per year.

**The following jobs will be provided with tinted safety glasses at the Company's expense if requested by the employee:**

- **Caster Operators**
- **Ladle Crane Operators**
- **Ladleman**

**ITEM 22      WORK TEAM SCHEDULES**

The Company and the Union recognize the importance to the manufacturing operation of increasing efficiency in departments through the concept of work teams and the need to continue towards the improvement of employee working conditions. To this end, the Company agrees to present to the Union committee proposed work team schedules prior to their implementation. After sufficient discussions, and by mutual agreement, it is understood that the parties would collectively support the concept and identify the required procedures to implement the work team schedules successfully.



The parties also agree to review the effectiveness of this concept three (3) months after its installation within the plant. Following such review, the parties will discuss the status of such schedule. Where it is agreed that the schedule continue, the parties will establish the terms related thereto.

**ITEM 23      VACATIONS – W.S.I.B.**

The Company and the Union mutually agree to the following conditions when dealing with paid holidays and vacation pay for Workplace Safety and Insurance Board Benefit recipients:

1. Employees will be entitled to payment for all paid holidays provided for in Article 5 of the Collective Agreement, if an employee receives an occupational accident and is absent on the advice of a physician.
2. For employees whose service has been interrupted as a result of an injury sustained while in the employ of the Company and who is eligible for or has received W.S.I.B. benefits, will be paid vacation pay for two years from the time they first commence their current absence from work.
3. For employees who are currently absent from work because their services have been interrupted as a result of an injury sustained while in the employ of the Company and who are eligible for, or are receiving, W.S.I.B. benefits, will be paid vacation pay for two years from the time they first commenced their current absence from work.

**ITEM 24      ARTICLE XI - GROUP BENEFITS PROGRAM**

1. Should the Company change carriers during the term of this Agreement, the Company will ensure that the same level of benefits are provided as described within the Collective Agreement.
2. The Company agrees to provide employee benefit booklets within 60 days from date of ratification of the Collective Agreement.

**ITEM 25      12 HOUR SHIFT**

The parties hereby agree to implement a (12) hour shift schedule, only in the Utilities Boiler House and Compressor, under the following terms and conditions.

It is understood and agreed that the provisions of this Agreement, while it is in existence, shall supersede any provisions of the current Collective Agreement that are contained within this Agreement.

This 12 hour shift schedule may be terminated by either party upon giving written notification to the other party, or

This process may be extended by mutual agreement of both parties.

For the purpose of this Agreement the implementation or termination of any work schedule shall not result in the payment of overtime hours or any other premiums which would otherwise be applicable.

## **GENERAL PROVISIONS**

1. The implementation of this schedule shall not result in an increase cost above the present 4 crew operation.
2. **SCHEDULE:** The 12 hour shift schedule, attached 1, will be the designated schedule.

This schedule will not stop and then restart at the end of the year, but will carry through.

For Summer Shutdown 1993 only, the weeks of July 18 and 25 will be omitted from the schedule. This is to allow the present vacation scheduling to be continued. For each subsequent year this program is in place, the schedule will be changed to have these weeks moved to the end of the shutdown time frame.

Also due to the schedule change for the Summer Shutdown 1993 only, if overtime hours are higher than the determined spread (36), they will not be credited if it can be proven that it was caused by the two weeks schedule change.

3. **ABSENT SHIFTS:** Filling of absent shifts on the day shift, only Monday to Friday will have the first 8 hours replaced by Maintenance. The next 4 hours will be filled by calling in the employee, working on the following shift, 4 hours early.

Filling of absent shifts on the night shift and overtime will be handled as follows:

By calling in an employee in the group who is on his day off in the following manner:

- (a) If the absent shift is the 1st shift of the work period:

The person called is the one who has just finished working the same shift.

- (b) If the absent shift is the last shift of the work period:

The person called is the one who will be working the same shift the next day.

- (c) If the absent shift is the middle shift of the work period:

The first person called will be the person on his day off with the lowest overtime hours charged.

Then the other employee on his day off will be called.

Secondly

The employee on shift will be required to stay over an additional half shift (6) hours and the employee scheduled on the next shift will be called in a half shift (6) hours early. This will only occur for no more than one (1) consecutive day.

Thirdly (employee coming in on day off)

Assign a maintenance employee to fill in for any time frame of more than one consecutive day. No overtime will be paid when replacing on an absent shift providing that notification was made 12 hours prior to the start of the shift. Should notification be less than 12 hours, 8 of the 12 hours will be paid at time and one half. A premium shift is recognized as 8:00 a.m. Saturday to 12:00 p.m. Sunday.

4. **VACATION**

The vacation period will be committed as 8:00 p.m. Saturday to 8:00 p.m. Saturday of the following week. Employees relieving for the vacation period will be paid only for hours as worked.

5. **PAID HOLIDAYS**

Paid holidays will be paid as follows:

- (a) Hours worked up to (12) hours will be paid at time and one half.
- (b) Hours worked above (12) hours will be paid at double time.

Employees working on the Paid Holidays will forfeit another day in lieu of.

6. **BEREAVEMENT**

The employee will be allowed up to forty (40) hours paid leave for the death of a

spouse, child, **or parent (includes stepparent)**, and two 12 hour shifts off for the death of the other members of the employees immediate family to attend the funeral and will be reimbursed for wages lost based on his average hourly earnings as defined in Article 3.06 of the Collective Agreement. If such employee is unable to attend such funeral, he will be allowed one (1) shift off and will be reimbursed for 12 hours at his average hourly rate as defined in Article 3.06 of the Collective Agreement. It is understood that an employee off work on vacation or paid holiday who experiences a death in the immediate family will have an equal number of paid leave days provided at the end of such vacation or holiday period in order to give full effect to the benefit provided for under this Article.

7. **JURY DUTY**

An employee who is called for Jury Duty or as a subpoenaed witness and who attends Court for all or part of a scheduled work day will be excused from work for that full day regardless of scheduled shift on that day and shall receive for each day of such jury or witness duty the difference between twelve (12) hours at the average hourly rate of the employee's regular job and the jury fee or witness fee received that day. The Company may require the employee to furnish a certificate of service signed by the clerk of the court before making any payment under this clause.

8. **OVERTIME**

Overtime hours will be defined on a daily and weekly basis.

Daily: Hours worked over 12 commencing at the time the employee begins his shift.

Weekly: Hours over 40 with the exception of Saturday 12:00 a.m. to 8:00 a.m.

When replacing a 12 hour crew member from the maintenance crew, on the night shift during the week Monday to Thursday, the maintenance employee will be paid 12 hours at time and one half.

9. **OVERTIME GROUPS**

Overtime groups will be separate between crews A & B and C & D in both the Boiler House and Compressor Room.

10. **OVERTIME RECORDS**

Overtime records will be maintained on a calendar year basis and at the end of each calendar year there shall not be more than thirty-six (36) hours difference between the

lowest number of charged overtime hours and the highest number of charged overtime hours in each overtime group.

11. **SHIFT PREMIUM**

For hours worked on the night shift, there shall be a premium rate of **forty (40)** cents per hour. For hours worked on the day shift, there shall be no premium rate.

12. **COLA**

COLA will be paid for hours worked up to 160 hours in a four (4) week period.

**ITEM 26 REQUEST OFF PROCEDURE**

With respect to the Request Off "RO" procedures, we mutually agree to the following:

1. All "RO" entries will be made via MPAC Computer System.
2. Weekly "RO" entry screen will be advanced to the next calendar week at 8:00a.m. Thursday of each week by the Trade Scheduler.
3. "RO" entry screen will be made accessible so that any Tradesman can view all "RO's" in any given trade for the current calendar week.
4. The Company will communicate to the Tradesmen how to enter "RO" on the MPAC Computer System and how to access the system for viewing.

Any deviation from these rules without the consent of the signing parties will result in the termination of this Agreement.

**ITEM 27 MEASURABLE TOOLS TO ASSESS APTITUDES**

Recognizing that the future requirements of our business will continually change requiring greater emphasis on technical skills, the Company may require the use of "measurable tools" to assess an applicant's abilities and aptitudes to perform a particular job. In such cases the Company would meet with the Union to discuss the specific requirement and by mutual agreement the selected measurable tool would be used in the selection process.

**ITEM 28 UNIT CHAIRPERSON RATE OF PAY**

The Company agrees to pay the unit chairperson on the following basis:

- \* Job class 22

- \* 45 hours per week
- \* 20 bonus hours per week
- \* COLA and ESP applicable values

The Company agrees to pay the vacation replacement for the unit chairperson at the same rate of pay for up to six (6) weeks of vacation.

**ITEM 29      DISTRIBUTION OF LEAFLETS FROM TIME OFFICE**

The Company agrees to allow Union representatives to hand out union leaflets in the "time office" provided the Company receives a copy of the leaflets to be distributed forty-eight (48) hours in advance.

**ITEM 30      WEEKEND MELT SCHEDULE**

The parties agree that when the Company has the opportunity to take advantage of reduced power rates, the work week schedules for the Melt Shop, Caster, Chem Lab, Transportation and other directly associated operations should be changed to take economic advantage of the power rate reduction.

The melt schedules under the above conditions would be as follows:

1.                    The work week would become Friday to Thursday.
2.                    The pay week would remain Sunday to Saturday.
3.                    When it becomes necessary to work Thursday in the pay week, the payment for Thursday would be made at straight time.
4.                    When it becomes necessary to work Friday in the pay week, the payment for Friday would be at time and one half provided that there have been forty (40) hours worked in the pay week.
5.                    Hours worked on Sunday in the pay week (to a maximum of eight [8]) will be exempt from the provisions of Article 4.09, "No pyramiding".
6.                    The Company maintains the option to schedule employees for a sixth shift in the work week on two (2) occasions in any calendar month.

**ITEM 31      LEAVES OF ABSENCE - UNION DUTY**

The Company agrees to continue the wages for employees who are on leaves of absence for Union business. The Company will bill the Union for reimbursement of wages paid to the employee at the average rate of pay as determined under Section 3.06 of the Collective Agreement.

**ITEM 32 PLANT CLOSURE**

In the event that the Company decides to permanently discontinue the operation which results in the termination of all employees, the Company agrees to notify the Union at least four (4) months in advance.

The Company agrees to meet with the Union to discuss the reason and/or circumstances for the plant closure. The Company further agrees to work with the Union to meet the requirements under the Labour Relations Act to develop an adjustment plan.

**ITEM 33 UNION BULLETIN BOARDS**

The Company agrees to provide the union with Bulletin Boards in each department in the plant operation.

**ITEM 34 UNION PLANT OFFICE**

The Company agrees to provide the union with a plant office for the plant unit chairperson. The location of the office will be selected by the Company.

**ITEM 35 SOCIAL JUSTICE FUND**

The Company will remit to the Social Justice Fund, \$.01 per hour for all hours worked, effective upon ratification.

**ITEM 36 SPECIAL DRIVERS LICENSES**

The Company Doctor will perform the Ministry of Transportation medical examination at no cost to the employee if the employee must retain the special drivers' license for his job.

In addition, if an employee must perform a written test to retain their special drivers' license for their job, the handbooks may be borrowed from the Company, at no cost to the employee. The handbooks must be returned to the Company as soon as possible after writing the test.

**ITEM 37 SPOUSAL CREDIT CARD BENEFITS**

The Company agrees that the credit card drug benefit described in the Collective Agreement will be provided to age sixty-five (65) for the spouse of retiring employees effective February 18, 1996.

**ITEM 38 NON-LEARNER JOB CONSIDERATIONS**

If an employee has held the in-plant license required, but has lost it due to the fact that they did not operate within the required time for that license, he will not be excluded from being accepted on a posting for that reason. If the employee is accepted on the posting he will have forty (40) hours to train and become requalified for the specific in-plant license. If he cannot requalify he will follow the provisions under 8.31.

**ITEM 39 SKILLED TRADES**

The following new permanent area assignments within the Industrial Mechanic's group **and Welder/Fabricator group** will be posted within the department when the incumbents have vacated the position:

**Industrial Mechanic's Group**

1. Small Tool Repair
2. Cylinder Repair
3. Lifting Device Inspector
4. Machine Shop Repair
5. Shop co-ordinator
6. Diesel Repair

**Welder/Fabricator Group**

1. Torch Repair
2. Torch Cutting Table

**ITEM 40 TESTING**

To test Tradesmen in theory and practical within their core trade prior to hiring at "A" core trade rate, then tests will be administered to evaluate training required to become fully qualified in the combined trade. The Tradesman will be paid the full combined trade's rate upon successful completion of combined trades training and testing.

Also agreed to involve Skilled Trades Committee in setting up testing prior to hiring.



### **PIPEFITTER**

That Atlas needs a small pipefitter/steamfitter group to deal with special needs. This does not change the job description of the IMEC group. The new job name and classification will be sorted out within six months by the Skilled Trades Committee.

### **PYRO**

That Atlas needs a small pyro/combustion group to deal with special needs. This does not change the job description of the Industrial Electrician group. The new job name and classification will be sorted out within six months by the Skilled Trades Committee.

## **ITEM 41 SKILLED TRADES LICENSING**

The Company agrees to pay the cost of the following license renewals in addition to those currently paid:

- (1) Stationery Engineers
- (2) Industrial Mechanic (A)
- (3) Industrial Electrician
- (4) Pipefitter
- (5) Steamfitter.
- (6) Heavy Equipment Mechanic

## **ITEM 42**

**The Company and Union agree that when it is not possible to have Gasfitter work performed by a Steamfitter/Gasfitter and a qualified IMEC is assigned to perform such work for an entire shift, the qualified IMEC assigned such work will be transferred to the Steamfitter/Gasfitter group for the purposes of overtime for that day. This transfer will be handled in the same manner as other transfers for the purpose of overtime.**

## **ITEM 43 OVER AGE DEPENDANT COVERAGE**

Dental, drug, major medical and vision care benefits will be extended to over age dependants while attending College or University to a maximum of age 26. (Educational Institutions).

## **ITEM 44 DRUG PLAN**

The drug Reactine will be added to the list of five (5) drug exemptions previously established by the

Benefits Committee.

The following drugs will also be added to the list of drug exemptions, Lactose Syrup, Tears Plus, Testosterone and all Nitro medications, **Viagra (capped at \$1200 annually), Chicken Pox Vaccine, and Pen Stick.**

**ITEM 45      PSA TEST**

**The Company agrees that the PSA test will be provided as a benefit under the group insurance plan and no deductible will apply.**

**ITEM 46      BOOKLETS**

The Company agrees to provide separate Pension and Benefits booklets to all employees. The Company will review the booklets with the Atlas Unit Chairperson prior to printing and distribution. It is understood that these booklets are for information purposes only, and are not grievable, and do not form part of the collective agreement.

The Company also agrees to ensure there is a three year calendar and an index in the Collective Agreement booklet and will have it printed in a timely fashion after it is reviewed by the Atlas Unit Chairperson.

**ITEM 47      SUBSTANCE ABUSE**

Substance abuse is recognized to be a serious medical problem that can affect employees. The Company and the Union have a strong interest in encouraging early treatment and assisting towards full rehabilitation.

The Company will continue to provide a comprehensive approach towards dealing with substance abuse and its related problems. Company assistance will include referral of employees to appropriate counseling services or treatment and rehabilitation facilities.

The Company will provide all normal group insurance benefits while under a medically prescribed course of treatment.

A committee will be set up comprising representation of the Company and the Union to administer the program. Union substance abuse representatives will be provided such time as is necessary for the administration of the program.

**ITEM 48      SURVIVING SPOUSE BENEFITS**

The Company agrees to provide vision care, major medical, dental and drug coverage to the surviving spouse and dependents of an employee who dies prior to retirement for a period of one (1) year from the date of death of the employee.

**ITEM 49 CONTINUATION OF BENEFITS ON LAYOFF**

The Company agrees to continue major medical, drug coverage and dental coverage for laid off employees in accordance with the following schedule:

- 1) Employees, with less than five (5) years of service as of the day of layoff, will be covered for thirty (30) days from the day of layoff.
- 2) Employees, with five (5) or more years of service as of the day of layoff, will be covered for three (3) months after the end of the month in which the layoff occurs.

**ITEM 50 RETIREES BENEFITS**

The Company agrees to provide the following benefits to employees retiring after March 23, 1998 and their spouse:

- 1) Semi-private hospital coverage with a \$10,000, three (3) year rolling maximum,
- 2) Vision care, **to a maximum of \$175 per insured person in any two year period, and payment of one eye examination every two years, and**
- 3) A drug card at age sixty-five (65) that covers the drugs on the current Atlas Drug Formulary that are not covered by the Ontario Drug Formulary.

**The benefits will continue for surviving spouses so long as they receive a pension payment from the pension plan.**

**ITEM 51 The Company agrees to provide:**

- (a) dental care benefits as stated in Articles 11.20 to 11.23B as at the date of ratification of this Collective Agreement, and
- (b) vision care as stated in Article 11.19 (b) as at the date of ratification of this Collective Agreement

**to persons who retire during the term of this Agreement up to and until they reach the age of**

65.

**ITEM 52 JOINT STATEMENT ON HARASSMENT AND DISCRIMINATION**

The Company and Union believe that employees are entitled to work in an environment that is free of discrimination and harassment as prohibited by the Ontario Human Rights Code.

Employees have the right to freedom from discrimination and harassment because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex (including pregnancy), sexual orientation, same sex partnership status, age, record of offences, marital status, family status or handicap. "Harassment" means engaging in a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome.

A policy to be developed jointly by the Company and Union will consider the Ontario Human Rights Code to be a minimum standard. The Company recognizes that the Union's approach to complaints of workplace harassment will be in accordance with the principles established in the National Union Policy regarding Harassment in the Workplace (22/05/96).

The Company and Union also agree that in addition to a formal complaint and joint investigation procedure, a proper harassment training program should be established in order to assist employees to understand and comply with the provisions of the joint policy.

When finalized, the joint policy will be posted on plant bulletin boards and will be distributed to employees.

**ITEM 53 SHORT AND LONG TERM DISABILITY DISPUTE RESOLUTION**

The Company and the Union wish to see short and long term disability claims processed in a fair and expedient manner. The following provisions will be implemented upon date of ratification.

**A. Notice of Suspension of Disability Benefits**

The insurance carrier will provide an employee on disability leave with at least two weeks written notice of intention to suspend benefits. The notice will state intended date of suspension, the reason for suspension, and, if appropriate, any actions the employee may take to maintain benefit continuation. The Union Plant Chairperson will receive a copy of the notice.

**B. Dispute Resolution Process**

**Where there is a dispute between two physicians on the ability of the employee to return to work, the dispute shall be handled in the following manner:**

- (1) The Company will instruct the carrier to provide the physicians with a description of the employee's job duties. The physicians will be asked to discuss the case by phone to see if there is agreement.**
- (2) If the physicians still disagree, the Union and the Company shall review the matter and determine the appropriate examiner (i.e., general practitioner, specialist) for a third party independent medical opinion (IMO). The IMO shall be binding.**
- (3) The Company will give the employee 48 hours advance written or verbal notice of the scheduled third-party examination.**

#### **C. Conditions in the Dispute Resolution Process**

**During the Dispute Resolution Process as described in Section B, the following conditions shall apply:**

- (1) If an employee fails to show up for a scheduled examination, reasonable effort will be made to determine why the employee failed to show up for such examination.**
- (2) The examination report (both verbal and written) will include a statement of "able to work", "not able to work", or "able to work with restrictions". The written notification of results to the employee determined to be "able to work" or "able to work with restrictions" will include instructions to report to the plant physician to inform him/her of the employee's status.**

#### **D. Termination of Disability Benefits**

- (1) The employee shall continue to receive disability benefits during the Dispute Resolution Process. The benefits shall continue from the date of intended suspension for up to four (4) weeks or the date of resolution, if earlier.**
- (2) Where the employee has completed the Dispute Resolution Process as described above and it is determined that the employee is "able to return to work", disability benefits (if still being paid) shall terminate as of the date of the examination or, if later, the date that the examination results are made available to the employee.**
- (3) Disability benefits shall continue if it is determined that the employee is "not able to**

work". If disability benefits ceased being paid pursuant to paragraph D(1) above, and it has been determined that the employee is "not able to work", the Company shall pay a lump sum to the employee to make him whole for the period disability benefits should have been paid. The availability of modified work will not be a factor in terminating an employee's disability claim. If the employee is "able to return to work with restrictions", but such work is not available or the employee does not have the seniority to qualify for the position, the employee will remain on disability.

**E. Cost of Medical Note**

- (1) Where the Company or the carrier requires a medical note, including but not only a third party IMO, the Company shall cover the cost of the note.

If the employee must travel more than 20 kilometers (one way) for a medical examination required by the Company or the carrier, the Company shall reimburse the employee at the rate of twenty-five cents (\$0.25) per kilometer.

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