

# **BASIC AGREEMENT**

THIS AGREEMENT,  
made this **10th** day of October, 1997

Between

**Welland Pipe Ltd.**  
(hereinafter called "the Company")

OF THE FIRST PART

and

**National Automobile, Aerospace,  
Transportation and  
General Workers Union of  
Canada (CAW-TCA Canada)  
and Its Local 523**  
(hereinafter called "the Union")

OF THE SECOND PART

TERM OF AGREEMENT  
November 1, 1996 - October 31, 2000

**01535 (05)**

## TABLE OF CONTENTS

Section		Page
1	General Purpose of Agreement.....	1
2	Recognition.....	1
3	Maintenance of Membership and Check-off .....	2
4	Relationship .....	4
5	Complaints, Grievances & Arbitration. ....	6
6	Seniority .....	12
7	Special Leaves of Absence .....	27
8	Health & Safety. ....	28
9	Hours of Work & Overtime. ....	30
10	Statutory Holidays .....	32
11	Call-In & Reporting .....	34
12	Vacations .....	36
13	Miscellaneous Leave .....	40
14	Wages .....	42
15	Termination or Modification.....	45
16	Appendices .....	46
Appendix		
A	Schedule of Stewards .....	46
B	Schedule of Seniority Categories .....	47
C	Job Evaluation Programme .....	51
Letters of Agreement		
1	Cost-of-Living Allowance .....	57
2	Alternative Job Selection Procedure.....	58
3	Floating Holidays .....	60
4	Meal Allowance .....	61
5	Job Definition .....	62
6	Allegation of Discharge.....	62
7	Clauses 6.08 (c), 6.11 and 6.14 (h) .....	62
8	Apprenticeship Programme .....	63
9	Clause 6.08 .....	63
10	Clause 9.01 (j) .....	64

11	Arbitration Procedure .....	66
12	Safety Boots .....	67
13	Clause 14.09 .....	68
14	First Aid Slips .....	68
15	Vacation Forms .....	68
16	Clause 12.07 .....	69
17	Relief Schedules .....	69
18	Technological Change .....	69
19	Clause 6.14 (a) (ii) A .....	69
20	Repair Welder .....	70
21	Utility—Mechanical .....	70
22	Certification .....	70
23	Application of Clause 6.07 .....	71
24	Starting Time .....	71
25	Company/Union Interaction .....	71
26	Clause 2.01 .....	72
27	Clause 6.04 (f) .....	72
28	Temporary Assignments .....	73
29	Filling of Temporary Vacancies .....	74
30	Contracting Out .....	76
31	Training .....	77
32	Appendix "C" Job Evaluation Program .....	77
33	Job and Department Recall .....	78
34	Clause 9.01 (b) .....	79
35	Clause 9.01 (c) .....	79
36	Substance Abuse .....	79
37	Jobs for Disabled Employees .....	80
38	Joint, No Discrimination - No Harassment Policy .....	81
39	Temporary Absence Program (T.A.P.) .....	82
40	Designated Crew .....	82
41	Special Retirement Allowance .....	85
42	Pre-Retirement Allowance .....	85
43	Section 7 .....	86

## **SECTION 1**

### **GENERAL PURPOSE OF AGREEMENT**

- 1.01** (a) The parties are agreed that the purpose of the Agreement is to provide orderly collective bargaining relations between the Company and the Union, to secure prompt and equitable disposition of grievances, and to eliminate interruptions of work and interference with the proper operations of the Company's business, and to maintain mutually satisfactory working conditions, hours and wages for the employees covered by this Agreement. It is the desire of the Company and the Union to provide full and efficient employment.
- 1.02** The Union and the Company jointly undertake to perform their respective duties with respect to the operation of the industrial undertaking operated by the Company in the City of Welland, in the Province of Ontario.

## **SECTION 2**

### **RECOGNITION**

#### **Sole and Exclusive Bargaining Agency**

- 2.01** The Company recognizes the Union as the sole and exclusive collective bargaining agency for all employees save and except Foreman, persons above the rank of Foreman, Office and Technical Employees and Guards. It is agreed that First Aid Attendants, Stores Employees and Administrative Offices Janitors qualify as Office Employees as referred to above and are excluded from the Bargaining Unit.
- 2.02** The Company may place apprentices on bargaining unit jobs for the purpose of providing apprenticeship training. It

is understood that employees will not be displaced thereby and nothing herein shall be deemed to waive the provisions of Clause 6.01 to 6.14.

- 2.03** Whenever the words referring to the masculine gender are used in this Agreement, such as "he", "his", or "him", the same shall include and cover females and males.

**No Strike Clause**

- 2.04** The Union agrees that during the life of this Agreement there will be no strikes, mass resignations, sit-downs, slow-downs, stoppages of work, or other interference with production; and the Company agrees that there shall be no lockouts or mass dismissals.

**SECTION 3**

**MAINTENANCE OF MEMBERSHIP  
AND CHECK-OFF**

- 3.01** (a) All employees who, at the date of signing this Agreement, are members of the Union in good standing in accordance with its constitution and by-laws, and all employees who become members after that date shall, as a condition of employment, maintain their membership in the Union in good standing for the duration of this Agreement. Any such employee shall be deemed to be a member in good standing providing he fulfils the provisions of Clause 3.01 (b).
- (b) All present employees, as a condition of employment, shall have Union dues deducted as provided in Clause 3.01 (c) and all new employees within thirty (30) days after commencement of their employment, shall, as a condition of employment, be required to sign an "Official Application for Membership" and an "Authorization for Check-off of Dues" if applicable (i.e. Form A-230-86) - a copy

of which shall be sent to the Union. Form A-230-86 is retained in the Employee Relations Department.

- (c) The Company will deduct Union dues on a bi-weekly basis and will deduct an initiation fee upon written authorization from an employee. The Financial Secretary of Local 523 shall notify the Company by letter of the amount of such dues and initiation fee and any changes therein and such notification shall be the Company's conclusive authority to make the deductions specified. The Company will remit to the Financial Secretary of Local 523 within fourteen (14) days after each pay the dues deducted together with the particulars of such deductions as follows:
- (i) A list of clock numbers and names of employees in the bargaining unit indicating whether or not they paid dues in the pay period.
  - (ii) Each non-active member's status during the pay period, i.e. sick, W.C.B., L.T.D., retired, laid off.
  - (iii) Each member's equivalent average rate used to calculate dues *for* the pay period.
  - (iv) The amount of dues deducted from each employee for the pay period, including dues recovered from previous pay periods.
  - (v) Each member's mailing address and telephone number.
- (d) The Union agrees to indemnify the Company and hold it harmless against any and all claims which may arise in complying with the provisions of this Clause.

- 3.02** (a) Copies of all general notices which are posted on the Plant Bulletin Boards which deal with hours, wages or working conditions will be sent to the Union and the Shop Chair.
- (b) A copy of the Starting Memorandum for each new employee will be sent to the Union when each employee completes the probationary period. Such Memorandums will be sent to the Union at the time a recalled employee is reinstated in employment.
- (c) A list of employees laid off work will be sent to the Union at the time of their lay-off.

## **SECTION 4**

### **RELATIONSHIP**

- 4.01** The Company agrees that there will be no discrimination, interference, restraint or coercion by the Company or by any of its representatives exercised or practised with respect to any employee because of his membership in or connection with the Union, or for any other reason as outlined in the Ontario Human Rights Code (the Code). The grounds of discrimination included in the Code are: race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offenses, marital status, family status and handicap.
- 4.02** The Union agrees that there will be no intimidation, interference, restraint or coercion exercised or practised upon employees of the Company by any of its members or representatives, and that except for the purpose of carrying out the provisions of this Agreement there will be no Union activity on the Company's premises during employees' working hours except as mutually agreed upon.
- 4.03** The Company acknowledges the right of the Union to appoint or otherwise select Stewards and members of Working Committees in order to facilitate the performance

of this Agreement, and undertakes to instruct all members of its supervisory staff to cooperate with the said officers of the Union in the performance of this Agreement.

The Union undertakes to instruct all its officers, stewards, and members of Committees to cooperate with the Company and with all persons representing the Company in any supervisory capacity.

- 4.04** The Company agrees that supervisors and other non-bargaining personnel should not perform work which would normally be performed by members of the Bargaining Unit. The Union agrees that under abnormal circumstances, this cannot be strictly adhered to.
- 4.05** The Union undertakes to supply the Company with the names of its duly elected officers and representatives appointed or selected to perform any act in connection with this Agreement; and the Company undertakes to supply the Union with the names of all its foremen, sub-foremen, supervisors, superintendents and other officers of the Company who may be called upon to perform any act in connection with this Agreement, and to set out along with such names their titles in such manner as to indicate the nature and extent of their authority.
- (a) All present local understandings and practices will remain in effect unless changed by mutual agreement or unless they deprive the employees of any benefits provided for by this Agreement. Any dispute which arises out of this section will be discussed by the Company and the Union in order to attempt to resolve such dispute but in no event will it be considered arbitrable.
  - (b) The Company and the Union mutually agree that all the ordinary functions of Management are hereby preserved and retained by the Company except as expressly limited by the terms of this Agreement.
  - (c) The Business Agent and National Representative will be permitted to visit the plant at least once a



month to check the condition of employment of all employees covered by this Agreement, accompanied by a representative of Management.

## **SECTION 5**

### **COMPLAINTS, GRIEVANCES & ARBITRATION**

- 5.01** The Union Grievance Committee shall be composed of the Chief Steward or his Deputy, Shop Chair or his Deputy, Shop Secretary and the Shift Steward who processes the grievance or, in his absence, a Steward from the same shift and the grievor. At grievance meetings with the Company, the Union Committee shall be made up of the Shift Steward who processes the grievance and two (2) other members of the Grievance Committee. The Company Committee will be made up of three (3) officials appointed by the Company. The grievor will attend Step 3 and Step 4 grievance meetings for all grievances with the exception of discharge. If the grievance involves more than one (1) employee, one (1) of the employees will be selected by the Union to attend the meeting.
- 5.02** The Company and the Union have agreed to written forms for the convenience of employees in submitting grievances to the committee.
- 5.03** A Management grievance shall be presented orally to the Shop Chair and the Chief Steward or their appointees by the Employee Relations Manager and/or his appointee. The grievance will be presented at Step 2 of the grievance procedure and will be referred directly to Step 4 within five (5) days from the date of the written answer at Step 2. The wording of the appropriate clauses should be read and construed to reflect a Management grievance.

**5.04** Any complaint or grievance of an employee, including a claim that he has been disciplined without just cause, will be taken up as soon as possible in the following manner:

(a) **Step 1**

Complaints or grievances arising within a department shall be presented orally to the department foreman by the department steward. The foreman will make known his decision to the steward within twenty-four **(24)** hours. Grievances not resolved at this step will be processed according to the provisions of paragraphs (b), (c) and (d). Any other complaint or grievance that is not normally handled in the oral step within a department shall be presented orally to the Employee Relations Manager or his appointee by the Shop Chair or Chief Steward, and the provisions of (b), (c) and (d) will then be followed except that for the purposes of (b) below the written grievance shall be presented directly to the Employee Relations Manager.

(b) **step 2**

Twenty-four **(24)** hours following receipt of the foreman's decision at Step 1, a grievance may be presented in writing to the department foreman, signed and dated as the date of its submission. A written reply to the grievance shall be given within three **(3)** days from the date of the written presentation. If the written answer is not satisfactory, the matter must be referred within five **(5)** days from the date of receipt of the written answer to Step 3.

(c) **Step 3**

The Union Grievance Committee and the Department Head and/or the Company Grievance Committee will meet and attempt to settle the grievance. If no satisfactory settlement is reached,

the matter must be referred within five (5) days from the date of receipt of the written answer to Step 4.

(d) **Step 4**

Union representatives including officers or agents of the Union National Office, four (4) members of the Union Grievance Committee and the Company Grievance Committee including the General Manager and/or his appointee will meet and attempt to resolve the grievance. If a resolution is not reached between these parties, the issue shall, on request in writing, be referred to arbitration as hereinafter provided.

**Suspension & Discharge Cases:**

5.05 (a) The claim by an employee, other than a probationary employee, that he has been suspended or discharged without just cause may be presented as a grievance within seven (7) calendar days after the employee has been notified of his suspension or discharge and such grievance will be processed in the following manner:

(1) **Suspension Grievances**

The grievance will be presented directly at Step 2 of the grievance procedure and processed through the various steps thereafter provided.

(2) **Discharge Grievances**

The grievance will be presented directly at Step 2 of the grievance procedure and will be referred directly to Step 4 within five (5) days from the date of receipt of the written answer at Step 2.

- (b) The Company will immediately notify the Union whenever an employee is discharged and the reasons thereof, and such employee will be informed that he is entitled to discuss his discharge with the Department Steward or, in his absence, any other available member of the Union Grievance Committee before leaving the plant.
  - (c) Such discharge or suspension grievance may be settled by:
    - (i) confirming the Company's action of discharging or suspending the employee, or
    - (ii) reinstating the employee with full compensation for time lost, or
    - (iii) by any other arrangement which is just and equitable in the opinion of the parties or a Board of Arbitration.
- 5.06** (a) The answer after each Grievance Committee meeting must be given in writing within six (6) days. It is agreed the Grievance Committees shall meet within five (5) days in Step 3 and Step 4 after receipt of written request unless this period is extended by mutual agreement.
- (b) For purposes of Clauses 5.03, 5.04, 5.05, and 5.06 (a) Saturdays, Sundays and Statutory Holidays will not be counted in determining the time within which any action is to be taken or completed.
- 5.07** Prior to visiting any section of the plant for the purpose of dealing with any difference, dispute or grievance, the Chief Steward, Shop Chair (or their delegates) and Shift Steward shall obtain the permission of their supervisors before leaving the job. Such permission shall be granted within reasonable limits.

- 5.08** Each member of the Union Grievance Committee as defined in Clause 5.01 shall be paid at his straight time Labour Grade Job Rate for hours spent at Grievance meetings scheduled by the Company.
- 5.09** (a) The Department Steward will be provided a copy of any disciplinary record at the time of its issuance.
- (b) At the time that an employee is suspended and warned that further discipline would include discharge, the Company will discuss the disciplinary record of such employee with the Chief Steward of the Union or his delegate.
- (c) At the time that an employee's grievance concerning his disciplinary suspension or discharge is discussed at Step 4 of the Grievance Procedure, upon request, the Company will inform the Union of any disciplinary record of such employee.
- 5.10** In the event that either party chooses to process a grievance under the provisions of Section 49 of the Labour Relations Act, 1995, it is agreed that the grievance shall not be processed further through the grievance procedure.
- 5.11** In the event that either party fails to abide by the time limits provided for in Clauses 5.03, 5.04, 5.05 and 5.12, the grievance shall be forfeited in favour of the other party.

**Arbitration:**

- 5.12** Subject to Clause 5.16, any issue that is not satisfactorily settled as a result of the foregoing procedure shall, at the election of the grieving party, be submitted within one (1) calendar month to arbitration.
- 5.13** (a) Within five (5) days of receipt of notice from one party that the other party wishes to have a matter taken to arbitration, each party shall appoint one representative to the Arbitration Board. These two representatives, failing to resolve the dispute, shall

then agree upon a Chairman of the Board but, failing agreement on the Chairman, the Minister of Labour for the Province of Ontario shall be asked to appoint the Chairman.

The decision of the Arbitration Board shall be final and binding on both parties but the Arbitration Board shall not have jurisdiction to change, amend, add to or subtract from any of the provisions of this Agreement.

- (b) Any award made by the Arbitration Board shall not be retroactive beyond sixty (60) days preceding the date of the submission of the written grievance as provided in Clause 5.04 (b).

**5.14** Each party shall bear the cost of his own representative to the Board. The expense of the Chairman shall be borne equally.

**5.15** If, before submission of a grievance to the Arbitrator, it becomes necessary for a Union representative to observe during working hours any plant operation having a bearing on any dispute which has arisen so as to understand the case, he will be granted a pass to enter the plant and make such observation while accompanied by a representative of Management.

**5.16** Any matter of interpretation, application, or alleged violation of any clause of this Agreement or of any schedules to this Agreement can be submitted to arbitration.

Any question which involves the modification or change of any clause of this Agreement or of any schedules to this Agreement shall not be subject to arbitration but shall be treated as a subject of negotiation between the parties.

## SECTION 6

### SENIORITY

- 6.01** Seniority shall be defined as length of service in years, months, and days and employment shall be deemed to have commenced on the day on which the employee was last hired to work with the Company.
- 6.02** (a) An employee shall be considered a probationary employee until he has completed ninety (90) days of continuous work with the Company. Such 90-day period may be extended by up to three (3) weeks to offset a corresponding period of time that such employee was on lay-off during the 90-day period. Upon completion of the probationary period, such an employee's seniority shall date from his last hiring date.
- (b) A grievance may not be presented with respect to the discharge or lay-off of a probationary employee. Such an employee is entitled to all other rights and privileges accruing under this Agreement except as they are expressly limited by the terms of the Agreement.
- 6.03** The Company will establish a Seniority List showing each employee's Company seniority. Such List will be posted in each department so it is available to employees at all times. A copy of the Seniority List will be sent to the Union every six (6) months.
- 6.04** An employee shall have his employment and seniority terminated for any one of the following reasons if he:
- (a) Voluntarily terminates his employment with the Company.

- (b) Is absent from work for any reason and does not report by phone or in person to the Employee Relations Office and explain his absence within two (2) weeks.
- (c) Is discharged.
- (d) Fails to return to work at the termination of a written leave of absence, except with the written consent of the Company.
- (e) Is laid off **and** not recalled to work within the applicable period of time as follows:
  - (i) He is not recalled to work within twelve (12) months where at the date of lay-off he had ninety (90) days but less than one (1) year's seniority.
  - (ii) He is not recalled to work within eighteen (18) months where at the date of lay-off he had one (1) year but less than two (2) years' seniority.
  - (iii) He is not recalled to work within twenty-four (24) months where at the date of lay-off he had two (2) years but less than three (3) years' seniority.
  - (iv) He is not recalled to work within forty-two (42) months where at the date of lay-off he had three (3) years but less than four (4) years' seniority.
  - (v) He is not recalled to work within forty-eight (48) months where at the date of lay-off he had four (4) years but less than five (5) years' seniority.
  - (vi) He is not recalled to work within sixty (60) months where at the date of lay-off he had five (5) or more years of seniority.



- (f) Fails to return to work from lay-off within seven (7) days after he has been requested to report by Registered Mail sent to his last recorded address. Such laid off employee entitled to recall who notifies the Company in writing within the seven (7) day period that he is not available for work due to conditions beyond his control, but does not decline such offer of work, shall not lose his right to recall if he is available for work within sixty (60) days from the date of the registered letter granting sixty (60) days extension on recall, or any time during this sixty (60) days if the Company finds that there will be no other laid off employees entitled to recall or there is no one qualified to perform the work. Any such employees who are recalled by the Company during this sixty (60) day period, will be recalled in reverse order of seniority.

It is understood that an employee, as a result of being granted a sixty (60) day extension on his recall, cannot claim a job in the interim unless he advises the Company that he is available and it is necessary for the Company to recall additional junior employees. When the sixty (60) day period referred to above has expired, the employee with the least seniority will be laid off as soon as practical and the recalled employee will then be returned to work immediately following such lay-off. The provisions of Clause 6.12 shall not apply to such recalled employee until he has completed more than five (5) days of work.

**6.05** In order to provide maximum employee job opportunity and at the same time to avoid production losses, the parties agree that in cases of promotion, demotion, transfer, lay-off, and recall, the following procedure shall apply.

- (1) All jobs listed in Appendix "B" will be further categorized under the following headings:

- A. These jobs will be filled according to seniority subject to skill, ability, and previous experience.
- B. These jobs require familiarization and/or a trial period. The senior applicant for each of these job openings shall be entitled to be
  - (i) placed directly on the open job;
  - (ii) given a trial period to determine if he can perform the job; or
  - (iii) advised that he requires a familiarization or training period prior to his trial. In this case, the Company may place a qualified man of their choice on the job while the training is carried out. The trainee, in the meantime, will receive instructions on the job in question under the supervision of a foreman until said foreman feels he is ready for his trial. This instruction will be given, again at the discretion of the Company either during the worker's regular hours or during his unscheduled hours. In either case, he shall be paid at the allowance rate in the Plant and at straight time.

All instruction shall be given in such a manner as to avoid interference with normal production. Each senior applicant, if need be, will be given a training period.

It is understood that, should an employee fail to qualify for a job, then the next senior applicant will have the next opportunity. The Company will have the discretion of advising an employee which of the above procedures he shall follow.

C. These jobs will be filled according to seniority,

(2) It is expected under this clause that an employee shall perform the normal requirements of the job.

6.06 (a) The Company will notify the Union as soon as possible in advance of any change in methods of operations or a technological change which may cause a displacement of employees from their jobs. The Company will meet and inform the Union of available information related to the planned change and will hold further meetings with the Union, if requested, for the purpose of discussing general matters of mutual concern affecting the interests of the employees affected.

(b) For the purpose of this Clause technological change is defined as a change which causes the displacement of an employee from a job identification when

(i) mechanical, electrical, hydraulic or other power is introduced to such job in the form of new tools or equipment, or

(ii) an existing operation or facility is replaced with a new operation or facility which produces the same product, or

(iii) an existing product is replaced with a new product requiring a new facility or modifications to the existing facility to produce the new product.

The displacement of an employee from a job identification shall not be considered to be a displacement due to technological change if such displacement is caused by depressed business conditions, the realignment of the work force requirements on a job, the elimination of a job identification, the relocation or reassignment of

equipment, resource depletion or product obsolescence or market shift, fault of the employee, or lay-off caused by any strike, slowdown, lockout, sabotage, Act of God, or breakdown.

- (c) An employee whose regular job is directly affected by Technological Change will be provided training on such job. In the event that fewer employees are required to perform such job due to this Technological Change, training will be offered to the required number of affected employees in order of seniority. Any employee who is not required to perform such job due to his displacement as a direct result of the Technological Change shall be placed on another job in accordance with the provisions of Clause 6.08.

**6.07** In order to minimize lay-offs necessitated by changes in production, the Company will endeavour to transfer or assign employees subject to Clause 6.05, to such work which may be available. If it becomes necessary to reduce the working forces, the Company shall, subject to the provisions of this Section, take the following steps or such of them as may be deemed necessary.

- (a) Lay off such number of probationary employees as may be necessary.
- (b) Eliminate or reduce overtime.
- (c) Reduce the working forces in accordance with the provisions of Clause 6.08.
- (d) Reduce hours of work to the extent necessary to prevent further lay-offs, such reduction to be agreed upon by the parties.

**6.08** An employee with seniority who is displaced from his regular job due to a reduction in working forces, shall, subject to Clause 6.05, be placed on jobs in the following order:

- (a) A job in his department which is held by an employee junior to him in seniority or if such job is not available to him,
  - (b) An available job in another department which the Company requires to be performed or which has been created by the displacement of an employee junior in seniority.
  - (c) If the displaced employee wishes to be transferred to a job other than the one to which he is assigned, he must notify his department shift foreman within forty-eight **(48)** working hours of receipt of his original transfer and he shall then be placed, subject to Clause 6.05, on the job to which he wishes to be transferred as soon as possible but not later than fifteen **(15)** days of receipt of his notification to his department shift foreman. This fifteen **(15)** day period may, by agreement between the parties, be extended in order for the employee to complete the procedure set out in Clause 6.05.
  - (d) For the purposes of (a), (b) and (c) above, where more than one employee on a job is junior in seniority to the displaced employee being placed or assigned to such job, the employee most junior in seniority on such job shall be displaced.
- 6.09** (a) The provisions of Clause 6.08 shall not apply in the case of an employee laid off work as a result of any breakdown except when the period of lay-off exceeds or is expected to exceed forty- eight **(48)** hours. An employee so laid off shall be placed, subject to Clause 6.05, as soon as reasonably possible, but not later than forty-eight **(48)** hours following the breakdown, on an available job held by an employee junior to him in seniority in the department, or if such job is not available to him, an available job in another department which the Company requires to be performed or which has been created by the lay-off of an employee junior in seniority for the period of the shutdown.

- (b) (i) The term "breakdown" shall mean any interruption of work **caused by**:
- A. the breakdown of equipment, however caused, or
  - B. an interruption or insufficiency of supplies of material, utilities, services, transportation, or
  - C. any situation such as fire, flood or storm.
- (ii) In the event that the duration of a breakdown is expected to be less than forty-eight **(48)** hours, any job required to **be** performed during such forty-eight **(48)** hours will continue to be performed by the employee scheduled on such job.
- (iii) In the event that the duration of a breakdown exceeds or **is** expected to exceed forty-eight **(48)** hours, the provisions of Clause **6.08** will be implemented as soon as reasonably possible.
- (iv) In the event that the Company cannot determine accurately the expected duration of a breakdown but estimates that it may exceed forty-eight **(48)** hours, the Company will:
- A. during the first twenty-four **(24)** hours of the breakdown immediately following the shift on which the breakdown occurred, assign jobs required to be performed in a department on each shift to the senior qualified employees regularly scheduled to work in such department on such shift, and

- B. during the next succeeding twenty-four (24) hours, assign jobs required to be performed in the plant on each shift to the senior qualified employees regularly scheduled to work on such shift.
- C. Following such forty-eight (48) hour period as provided in A. and B. above, apply the provisions of Clause 6.08 unless the forty-eight **(48)** hour period *is* extended by agreement between the parties.
- D. An employee who is displaced from his original job as a result of a breakdown shall be required to return to such job when recalled.

**6.10** An employee who, in accordance with the provisions of Clause 6.08 has been displaced from his original job and has been transferred to another job or another department, or has been laid off and returned to work in accordance with the provisions of Clause 6.04 (e) shall for a period of ninety (90) days from the date he was displaced from his original job be entitled to his original job when it becomes available on a permanent basis except that:

- (a) If the employee's original job is not available to him because such job is occupied by an employee senior to him in seniority, he shall be assigned by the Company to a job subject to Clause 6.05. If such employee wishes to be transferred to a job other than the job to which he is assigned, he must notify his department shift foreman within forty-eight **(48)** working hours of the date of his assignment to the job and he shall then be placed, subject to Clause 6.05, on the job to which he wishes to be transferred as soon as possible but not later than fifteen (15) days following receipt of his notification.

- (b) Such employee shall not be required to return to his original job if he so chooses **except as he** may be required to train another employee for a period not to exceed fifteen (15) working shifts.

**6.11** An employee, who has been laid off and recalled to work in accordance with the provisions of Clause 6.04 (e) and the provisions of Clause 6.10 are not applicable to such employee, shall be assigned to a job which the Company requires to be performed, subject to Clause 6.05. If such employee wishes to be transferred to a job other than the job to which he is assigned, he must notify his department foreman within forty-eight (**48**) hours of the date of his assignment to the job and he shall then be placed, subject to Clause 6.05, on the job to which he wishes to be transferred as soon as possible **but** not later than fifteen (15) days following his notification.

**6.12** When an employee is recalled temporarily during a period of Plant shutdown to perform work of short duration other than the production of pipe, then the Company, if the conditions are such that the work can be performed on one-shift basis, will endeavour to make five (5) days' work available to each such employee. If any portion of this work is not made available, the employee shall receive pay in lieu of same. When the work is of an emergent nature so that it is necessary to schedule two or three shifts, then the Company shall provide only a minimum of eight (8) hours work or pay in lieu of same. At the time of recall the Company shall, to the best of its ability, advise each employee recalled the anticipated length of recall period.

**6.13** (a) (i) Local President, Local Recording Secretary, Local Financial Secretary, Shop Chair, Shop Secretary, Chief Steward and Shift Stewards with one (1) year or more of seniority will be exempt during their term of office from the seniority provisions of this Agreement in connection with lay-off on account of reduction in force only, provided sufficient jobs as described in Clause 6.05 are available and such employees are able



to perform the required work in accordance with the provisions of that clause.

(ii) In the event that only " A category jobs are available and the Shop Chair does not have the required skill, ability, and previous experience to perform the work on one of these jobs, he will be retained to work in the plant on assigned jobs at the Special Shutdown Rate. If the Shop Chair is unavailable, this procedure will be followed for the Chief Steward and if he is unavailable, for the Shop Secretary.

(b) (i) In the event of a recall of more than one (1) employee following a plant shutdown, the **Shop** Chair will be recalled and assigned work in accordance with the procedures as outlined in Clause 6.13 (a) (i) and (ii). If the Shop Chair is unavailable, this procedure will be followed for the Chief Steward and, if he is unavailable, for the Shop Secretary.

(ii) In the event of a recall of more than five (5) employees, excluding the Shop Chair, following a plant shutdown, the Chief Steward will be recalled and if more than twenty (20) employees are recalled following a plant shutdown, the Shop Secretary will be recalled. Such recalls are conditional upon those two (2) Union Officers being able to perform the job. If only " A category jobs are available and one of the above named Union Officers does not have the required skill, ability and previous experience to perform the available jobs, while the other Union Officer is **so** qualified, the qualified Union Officer will be recalled in place of the Union Officer who lacks the required qualifications.

All further recalls of Union officers and Stewards as referred to in 6.13 (a) (i) will take place in accordance with **Clause 6.05**.

- (c) No Shift Steward will be transferred without his consent while his shift is scheduled. However, if a Shift Steward is transferred due to the fact that his shift is eliminated, he shall be recalled to that shift when it starts up again provided the former steward has seniority to work in the Plant and the shift starts up again within the ninety (90) day period prescribed in Clause 6.10.
- 6.14** (a) Except as provided in Clause 6.10, when a permanent vacancy occurs and is estimated to exceed thirty (30) days, the following procedure will apply:
- (i) Permanent vacancies on skeleton operations or on a single shift on one (1) mill at Welland Pipe Ltd. will be filled by the Company in accordance with Clause 6.05 from among employees transferred to or recalled to the department.
  - (ii) Except for permanent vacancies referred to in (a) (i) above, any other permanent vacancy will be filled as follows:
    - A. The permanent vacancy will be posted in the department for a period of four (4) calendar days and any eligible employee in the department may apply in writing within such four (4) day period. The vacancy will be filled in accordance with Clause 6.05 from among the applicants for the job. Where appointments are not made from among these applicants;

- B. the permanent vacancy will then be posted on a plant- wide basis for four (4) calendar days and any employee in such other departments may apply in writing within such four (4) day period. The vacancy will be filled in accordance with Clause 6.05 from among the applicants for the job. Where an appointment is not made from among these applicants;
  - C. the Company may appoint an employee or hire for such vacancy.
- (b) Permanent vacancies which are required to be filled when the second mill commences operations on a skeleton or single shift basis and the other mill is operating at the time on a single or multiple shift basis, the provisions of (a) (ii) A. above shall not apply and the permanent vacancies on the second mill will be posted and filled in accordance with (a) (ii) B. above.
  - (c) For purposes of (a) (ii) A. and B. above, an employee shall be considered eligible to be considered for such vacancies provided that he was assigned to a job in the department on the working day immediately preceding the date that the permanent vacancy occurs or the date that the vacancy was filled temporarily under the provisions of either
    - (i) Clause 6.15 (a) as it applies only to any temporary vacancy resulting from other than employee absence for sickness, injury, vacation, etc., or
    - (ii) Clause 6.14 (j).
  - (d) In the case of a permanent vacancy filled under (a) above, the results will be posted on the bulletin

- boards within five (5) days after the completion of the vacancy filling procedure unless such five (5) day period is extended by mutual agreement.
- (e) For purposes of Clause 6.14 (d), Saturdays, Sundays and Statutory Holidays will not be counted in such five (5) day period.
  - (f) A duplicate copy of all vacancies posted under (a) (ii) A. and B. above will be forwarded to the Union Office at the time of posting. Forms in triplicate will be provided for employees to make application for vacancies posted. Applicants applying for more than one vacancy must indicate their preference in sequence, 1. — first choice, 2. — second choice and so on. All copies must be signed by the applicant and the foreman. The original will be retained by Employee Relations, the second forwarded to the Union and the third retained by the employee. When the vacancy is filled, the Union will be notified.
  - (g) When the level of operations is increased by one full shift or more, and permanent vacancies are posted in accordance with (a) (ii) above, the notice of permanent vacancy shall specify each job(s) required to be filled and the number of vacancies required on such job due to the increase in level of operations. Applicants will be appointed, subject to Clause 6.05, to fill the vacancies required due to the increase in level of operations as well as any vacancy which results from the appointment of an employee permanently assigned on such job to another permanent job vacancy.
  - (h) An employee who claims that he should be appointed to a job other than the one to which he has been assigned under Clause (a) (i) above must notify his department shift foreman within forty-eight (48) hours of his assignment and he shall then be placed, subject to Clause 6.05, on the job to which he wishes to be appointed as soon as possible but

not later than fifteen (15) days of receipt of his notification to his department shift foreman. This fifteen (15) day period may, by agreement between the parties, be extended in order for the employee to complete the procedure set out in Clause 6.05.

- (i) An employee who has applied for a posted job vacancy shall be required to accept transfer to that job in the event that he is selected to fill such vacancy, unless he withdraws his application during the four (4) day job posting period.
  - (j) The provisions of this Clause shall not preclude the Company from making a temporary appointment to any job for such period as is necessary to complete the posting and filling of such vacancy.
- 6.15**
- (a) When a temporary vacancy occurs on a job for sixty (60) days or less as a result of an employee's absence due to authorized leave of absence, sickness, injury, compensation or vacation or when any other temporary vacancy occurs on a job which is estimated to last thirty (30) days or less, the Company will endeavour to fill such vacancy, in accordance with Clause 6.05, with a senior qualified employee in the department in which the vacancy occurs. In the event that no qualified employee voluntarily accepts the temporary vacancy, the Company shall have the right to require the least senior qualified employee who is available to fill the vacancy.
  - (b) It is agreed that a senior qualified employee who was not assigned to such temporary vacancy will be assigned to such vacancy provided that he requests such assignment of his foreman during the initial forty-eight (48) hours of the vacancy.
  - (c) When it can be determined that a temporary vacancy, caused by an employee's absence due to authorized leave of absence, sickness, injury or vacation, will exist for longer than sixty (60) days,

notice of such vacancy will be posted in the same manner as a permanent **job** vacancy and the vacancy will be filled for its term in accordance with Clause 6.05.

- (d) Notwithstanding Clause 6.05, an employee to be considered and assigned to a temporary vacancy in accordance with the provisions of Clause 6.15 (a) must be qualified to perform the job on which the temporary vacancy occurs, without familiarization or training.
  - (e) An employee who is assigned to a vacancy under the provisions of Clause 6.15 (c) shall be eligible for assignment to other temporary vacancies.
  - (f) When a temporary vacancy referred to above ceases to exist, the employee filling the vacancy on a temporary basis shall return to his original job providing the job has not been filled as a result of a reduction in working forces by an employee senior to him in seniority.
- 6.16 Effective November 1, 1998, all non-bargaining unit employees who have been out of the Bargaining Unit for more than two (2) continuous years shall have their seniority frozen for the purposes of job selection, lay-off and recall.

## SECTION 7

### SPECIAL LEAVES OF ABSENCE

- 7.01 (a) The Company agrees to grant leave of absence without pay when requested by the Union to do so to two (2) employees of the Company to serve the Union as Business Agent or in some other full time or temporary capacity.
- (b) Such employee's seniority shall accumulate during his leave of absence. In the event that an employee on leave of absence returns to the Plant, he shall

be reinstated in his former **job** or its equivalent and be given the benefit of all wage increases and other benefits which may have accrued during his absence.

- 7.02** The Company agrees to grant leave of absence when the Union **so** requests upon ten (10) days notice to not more than three (3) of its employees, excluding the Shop Chair, to attend conventions, educationals, or any other Union related activity. An exception can be made to the above if the requested leave of absence is for one employee.
- 7.03** Upon written application and one (1) weeks notice, an employee may be granted a leave **of** absence without **loss** of seniority. An approved leave will be authorized, in writing, by the Company and a copy of such approval will be forwarded to the Union. In cases of emergency, the one (1) week's notice will be waived. The Company will give due consideration to an employee's request for a leave of absence and agrees that such leave of absence will not be unreasonably denied.
- 7.04** The Company will grant employees pregnancy and parental leaves in accordance with the provisions of the Employment Standards Act.

## **SECTION 8**

### **HEALTH & SAFETY**

- 8.01** (a) The Company agrees to maintain adequate sanitary facilities throughout the plant and safety devices and safety rules in accordance with the standards set out in the Occupational Health and Safety Act, 1990, and the appropriate regulations and any amendments thereunder.
- (b) The Company agrees that no employee or member of the Joint Occupational Health and Safety Committee referred to in Clause 8.02 (a) will be

threatened, disciplined, suspended or coerced in the event that the employee or member of the Joint Occupational Health and Safety Committee has acted in compliance with the Occupational Health and Safety Act, 1990 and the appropriate regulations or any amendments thereunder.

- (c) The Company agrees to give proper consideration to the suggestions made by the Joint Occupational Health and Safety Committee.

- 8.02 (a) To facilitate achieving the objectives outlined in 8.01 (a) and (b), the Union may appoint one senior safety representative from each department. In addition, one additional safety representative per operating shift may be appointed for each of the U. & O. and Stelform Departments. Regular meetings of the Joint Occupational Health & Safety Committee will be held at which three (3) senior safety representatives will be invited to attend. In addition, when applicable, any two (2) other safety representatives may attend the meeting.

The Company will appoint an equal number of representatives which number will include the Company's Safety Supervisor or his delegate who will attend such meetings. One of the Company representatives shall preside as Chairman of the Joint Occupational Health & Safety Committee. Such meetings will be held monthly unless some other schedule is deemed appropriate by the Joint Occupational Health & Safety Committee.

- (b) When a Medical Aid case or a Lost Time accident investigation is being conducted by the Company, the Chairman of the Union representatives on the Joint Occupational Health & Safety Committee or, in his absence, one of the other safety representatives shall be invited to attend the investigation.



- (c) The Union Chairperson of the Joint Occupational Health & Safety Committee shall be entitled to eight (8) hours per month when the plant is operational to perform duties related to health and safety matters.

**8.03** The safety of employees is Welland Pipe's number one priority. As such, an employee will not be permitted to work alone if the nature of the work is such that working alone exposes the employee to a greater risk than would otherwise be the case.

## **SECTION 9**

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

**9.01** The parties hereto have mutually agreed upon the standard hours of work for each department, conditions governing overtime work and penalties for being late.

- (a) This Section is intended to provide a basis for calculating overtime and shall not be construed as a guarantee of work to any employee for such hours or any other hours.
- (b) For the purposes of this Section, a day shall be the twenty-four (24) consecutive hour period commencing at 7 a.m.
- (c) The standard work week shall be one of forty (40) hours made up of five (5) consecutive days of eight (8) hours per day.

The shift times are as follows:

Days:           6:30 a.m. - 2:30 p.m.  
                  7:00 a.m. - 3:00 p.m.

Afternoons:   2:30 p.m. - 10:30 p.m.  
                  3:00 p.m. - 11:00 p.m.

Nights: 10:30 p.m. - 6:30 a.m.  
11:00 p.m. - 7:00 a.m.

- (d) Overtime shall be paid at the rate of time and one-half for all hours worked;
- (i) in excess of eight (8) hours in the twenty-four (24) hour period beginning with the time the employee commences work, except that this provision shall not apply when an employee changes shift at his request and works two eight hour shifts in such twenty-four (24) hour period, or
  - (ii) in excess of forty (40) hours per week, or
  - (iii) on Saturday and Sunday, or
  - (iv) on a scheduled day or days off.

The provision of (i) and (iv) above shall not apply in the event of a major breakdown or a shortage of work which necessitates the arranging of shift schedules and an employee is rescheduled to a new work schedule for the balance of that particular week and works two eight hour shifts in the twenty-four hour period or works on his previously scheduled day or days off.

- (e) Overtime shall be paid at the rate of double time for hours worked on the seventh consecutive day in any one calendar week.
- (f) Hours paid for at overtime rates shall not be counted further for any purpose in determining overtime liability under the same or any other provision. Overtime will be calculated under one provision of this Agreement only, even though the hours worked may be overtime under more than one provision.

(g) The scheduling practices now in effect at the Plant shall remain in effect, except by mutual agreement. Whenever possible, notice of weekend work and the work schedule for the following week will be posted prior to the end of the day shift on Thursday of each week.

(h) The penalty for lateness shall be in units of tenths of an hour.

An employee who is late once in a pay period will not be penalized a six (6) minute pay deduction if such lateness is less than six (6) minutes. If an employee is six (6) minutes late or more or is late a second time in the same pay period, he will have a deduction made for all lateness in the pay period.

(i) When an employee works more than two (2) hours overtime following a regular shift of eight hours, he shall be supplied with a meal. When an employee works sixteen (16) consecutive hours, he will be supplied with a meal after eight (8) hours of work and a second meal after twelve (12) hours of work. The Company will make every effort to supply meals under the above circumstances. In exceptional cases, when this is impractical, a meal allowance in the amount of \$4.00 will be provided.

(j) The Company shall divide overtime work as equitably as practicable among those employees performing the same work.

## **SECTION 10**

### **STATUTORY HOLIDAYS**

10.01 (a) An eligible employee shall receive a Statutory Holiday Allowance for each legal holiday hereinafter listed without being required to render service on that day. The holidays to which such allowance

shall apply are: New Year's Day, Good Friday, Victoria Day, Canada Day, **August** Civic Holiday, Labour Day, Thanksgiving Day, Christmas Day, Boxing Day.

- (b) In addition to such legal holidays, eligible employees shall receive a Statutory Holiday Allowance for three (3) Floating Holidays. The days on which those holidays will be observed will be decided by agreement between the parties.
- (c) An employee is eligible for this payment if he has thirty (30) days or more continuous service with the Company and has worked his regular shift upon the working day preceding such holiday and also his regular shift upon the first working day succeeding such holiday. However, payment for the holiday will be made if the employee worked during the week but is absent on the above days due to illness, death in the immediate family, jury duty, compensation, or if he has been sent home during the week in which the holiday occurs for lack of work or if he has obtained prior permission from his supervisor to be absent. In the event that the employee is unable to contact supervision in his department, he may contact the Security Office to assist the employee in contacting supervision.
- (d) Employees will not be paid for legal holidays if they are absent from work more than fifteen (15) days before the holiday and/or fifteen (15) days after the holiday due to illness or any other reason except compensation. Saturdays, Sundays, and Statutory Holidays are not included in the 15-day provision.
- (e) If an employee is laid off during the fifteen (15) day period prior to or following a Statutory or Floating Holiday, he will not lose the Statutory Holiday Allowance solely by reason of the fact that he is unable to comply with the fifteen (15) day provision following the holiday because of such lay-off.

Saturdays, Sundays, and Statutory Holidays are not included in the 15-day provision.

- (f) An employee who is required to work between the hours of 7 a.m. on such a holiday to 7 a.m. of the day following will in addition to the above allowance be paid for the time worked at time and one-half his rate of pay as outlined under Clause 9.01.
- (g) An employee who has thirty (30) days or more continuous service with the Company, who is scheduled to work on a legal holiday and who works the hours for which he is scheduled shall be considered eligible for the allowance and the eligibility provisions of (c) and (d) above shall not apply.
- (h) The Statutory Holiday Allowance for each eligible employee shall be eight (8) times the average straight time hourly rate earned by him in the pay period in which the Statutory Holiday is celebrated.
- (i) For the purposes of this Section where by Statute some other day is declared to be observed instead of the above legal holidays, the Company will recognize such other day as the legal holiday.

## **SECTION 11**

### **CALL-IN AND REPORTING**

- 11.01 (a) Employees who are scheduled and who report for work shall be paid one (1) hour's pay at the allowance rate in the event no work for which they were scheduled is available. At the discretion of the Company, the employees scheduled or notified to report may be assigned to other work for which they may be qualified in lieu of their being released. If any employee is assigned to a higher rated job, he shall be paid the higher rate. If an employee is

assigned to work beyond the one (1) hour, he shall **be** paid the occupational rate of the job to which assigned. In case an employee does not work the one (1) hour but is paid for same, the one (1) hour shall be considered allowed time and shall not be used in overtime calculation, but the fact that he is paid the one (1) hour shall not prevent him from working a full scheduled work week at regular rates of pay.

- (b) Employees who are scheduled and report and actually begin work on the job for which scheduled at the start of a turn and through no fault of their own work less than four (4) hours shall be paid for a minimum of four (4) hours at their job rate. If the employee works only a part of this four (4) hours, the unworked part shall be considered as allowed time and shall not be included in overtime calculation. In the event the employee works any portion of the next four (4) hours on his regularly scheduled job, he shall be paid at this job rate for all hours worked on this or any lower rated job. An employee who does not work any portion of this second four (4) hour period on his regularly scheduled job shall be paid for all hours so worked at the rate of the available job to which he was assigned.
- (c) The term "actually begin work on the job for which scheduled at the start of the turn" shall mean that the employee has punched his clock card in, has prepared himself for work and has reported to his work station at the commencement hour of his shift.
- (d) The foregoing payments, Paragraphs (a) and (b) shall be either at the regular or overtime rates depending upon whichever pertains in accordance with the provisions of this Clause. An employee who does not have a telephone number recorded with the Employee Relations Department will not be eligible for payment under Clause 11.01 (a) in those circumstances where the Company has "called off other employees by telephone.

- (e) The provisions of Paragraphs (a) and (b) will not apply in the event that strikes, stoppages of work due to labour disputes, climatic conditions, or any other conditions where the Union officials or men, without prior consultation with the Company, decide not to work. If the stoppage of work in a department, as outlined above, affects other departments, the Company will comply with Paragraphs (a) and (b) insofar as these departments are concerned provided that the Company is able to continue the necessary operations to ensure work for those employees remaining on their jobs. The Union will undertake to give the Company four (4) hours' notice as to when normal operations can be expected to resume. If the Union gives the Company such notice the Company will then comply with the provisions of Paragraphs (a) and (b).
  
- (f) An employee called from home by the Company to perform work of an emergent nature shall receive two (2) hours' pay at straight time hourly rates plus one and one-half times his straight time hourly rate for all hours worked outside his regularly scheduled hours as overtime pay. It is agreed that a minimum of four (4) hours' pay at straight time rates shall be paid for an emergency call-in.

## **SECTION 12**

### **VACATIONS**

- 12.01** The purpose of this plan is to promote goodwill by providing vacations with pay for wage earner employees in recognition of their regular and continuous service over a number of years, and to enable those employees who qualify to enjoy a period of rest.
  
- 12.02** An employee having at least three (3) months' continuous service prior to July 1st, 1997 and each succeeding

calendar year during the continuance of this Agreement but not qualifying for two (2) weeks' vacation with pay by virtue of having at least twelve months' continuous service shall receive one weeks vacation and be paid on a pro rata basis from the date of his hiring until July 1st.

**12.03** The vacation schedule for employees with twelve (12) months or more service shall be as follows:

- (1) 2 weeks after 1 year's service.
- (2) 3 weeks after 5 years' service.
- (3) 4 weeks after 9 years' service.
- (4) 5 weeks after 15 years' service.
- (5) 6 weeks after 22 years' service.
- (6) 7 weeks after 30 years' service.

Employees will accumulate their service and will progress from (1) to (2) — (2) to (3) — (3) to (4) — (4) to (5) — (5) to (6) — (6) to (7) by virtue of their accumulated service as at December 31st of the year in which the vacations are being taken. The service of any employee for the purpose of this Section shall be his seniority as defined in Clause 6.01.

**12.04** When a paid legal holiday occurs during an employee's vacation, such employee may request an extra day's vacation which would be scheduled at a time acceptable to the Company.

**12.05** Any employee whose service with the Company is terminated shall receive with his final pay a percentage of vacation pay due him. For employees with less than one year's service, the provisions of the Employment Standards Act 1990 and subsequent amendments will prevail.

An exception to the above will be made in the case of an employee leaving the employ of the Company on pension. Such employee will receive, in addition to his normal vacation pay, a percentage of his earnings in the year in which he retires. The percentage will be in accordance with the provisions of Clause 12.11 (a).



**Vacation Season:**

**12.06** The vacation season shall be from January 1st to December 31st of each year. Vacations will, so far as possible, be granted at times most desired by employees, but the final right to allotment of vacation period is exclusively reserved to the Company.

**12.07** Between January 1st and the last day of February of each year, employees will arrange their vacation schedules with their foremen and employees may select their vacation time in accordance with their seniority. Between March 1st and March 31st of each year, vacation times selected by junior employees which conflict with times selected by more senior employees will be rescheduled in accordance with their seniority. Failure of an employee to select his vacation prior to the last day of February automatically gives the Company the privilege of selecting his vacation period. The principal vacation schedule will run through the months of June, July, August and September, but may be scheduled during other months by arrangement with the Company. The Company has the privilege on thirty (30) days' notice to close down a particular department, departments, or the entire plant for any two- week period in the months of July and August in order to complete vacation schedules.

The Union requests that, if it can possibly be arranged, this period shall be the last week of July and the first week of August.

In the event of a conflict in vacation selection among employees with the same seniority date, the employee who first booked the week in question shall be given preference.

**12.08** The Company and the Union agree on the principle that eligible employees must take vacations during the vacation season as specified above. Vacation pay will not be allowed for vacations not taken.

**12.09** Vacation wages will be paid in the bank deposit for the pay period in which the vacations are taken. However, in the event that an employee prefers to be paid vacation

wages in advance, he must make such a request at least **four (4) weeks** prior to the **beginning** of his scheduled vacation.

**Vacation Scheduling Year End:**

- 12.10** The Company and the Union have agreed that an employee may be scheduled for a week of vacation, commencing on any day of the last calendar week of December, even though such week of vacation may not terminate until after December 31st and providing that such week of vacation commences prior to January 1st.

The parties agree that any employee scheduled for vacation in accordance with the above will be considered as having been properly scheduled and paid for such week of vacation on the basis that the week of vacation will be considered for all purposes to **be a** week of vacation entitlement in the calendar year in which it commenced.

**Rates of Vacation Pay:**

- 12.11** (a) Rate of vacation pay will be calculated on an employee's previous year's earnings, not including his vacation pay. For employees entitled to one week's vacation, the rate will be 2%; for employees entitled to ~~two~~ weeks' vacation - **4%**; for employees entitled to three weeks' vacation - 6%; for employees entitled to four weeks' vacation - **8%**; for employees entitled to five weeks' vacation - 10%; for employees entitled to six weeks' vacation - 12%; for employees entitled to seven weeks' vacation - **14%**.
- (b) An employee shall receive an additional vacation payment equal to a percentage as provided below of the appropriate amount calculated under Clause 12.11 (a) in respect to the length of vacation he is entitled to under Clause 12.03 depending upon the month when each such week of his vacation entitlement is taken.

- (i) During the months of January, February, March, April, November and December - 30%.
- (ii) During the months of May, June, July, August, September and October - 25%.
- (c) The appropriate payment as provided above for each week of vacation entitlement will be determined on the basis of the month in which the first scheduled day of such week of vacation is taken.
- (d) Employees shall receive not less than One Hundred Dollars (\$100.00) per week for every week of vacation to which they are entitled, regardless of circumstances.
- (e) It is further agreed that employees off in accordance with the Workers' Compensation Act shall receive sufficient pay credit from the Company to bring their vacation pay for the year to the amount they would have received had they not been off on compensation. The amount they would have received had they not been off on compensation refers to regular hours worked only and does not include any calculation for overtime hours. Regular hours which are paid at a premium rate will be included in the calculation at the premium rate.

## **SECTION 13**

### **MISCELLANEOUS LEAVE**

#### **Jury Duty:**

- 13.01** Each employee who is required to report for jury duty or as a subpoenaed crown witness on his regular work day will be paid the difference between his regular Labour Grade Job Rate at straight time, for the number of hours, up to eight (8), that he would have been scheduled to work and

the jury duty or crown witness pay received by him for such day, provided he produces a satisfactory statement, **signed** by the Court, which shows the hours spent on jury duty or as a crown witness for each such day.

The above provision shall not apply to an employee who is:

- (a) dismissed or excused by the Court before his regular starting time on a day when he is scheduled to work the second shift, or
- (b) dismissed by the Court from further jury duty or crown witness service before his regular starting time on a day when he is scheduled to work the third shift.

An employee scheduled to work the third shift prior to his attendance in court will be excused for that shift.

**Bereavement Leave:**

**13.02** In the event of the death of an immediate relative, leave of absence will be granted the bereaved employee to attend the funeral. Such employee will be paid for time actually lost from work for which he is scheduled up to a maximum of three (3) days during the period from the time of death through the day after the funeral, inclusive, at the same rate as shown each year in the Statutory Holiday clause. In the event that such employee is unable to attend the funeral, he will be paid up to a maximum of one (1) day. In no case will an employee be paid bereavement leave for hours which he would not have worked had the bereavement not taken place. Payment will be made upon application to the Employee Relations Office and satisfactory evidence of such death. The term "immediate relative" means the employee's father, mother, spouse, son, daughter, brother, sister, mother-in-law, father-in-law, grandmother, grandfather, grandchild, brother-in-law, or sister-in-law, or common-law spouse and mother, father, sister, or brother of such common-law spouse, provided

the employee has co-habitated with such spouse for three or more years. It is understood that a former spouse is not to be considered an immediate relative.

In the event that the immediate relative is the employee's mother, lather, spouse, son, daughter or grandchild, such employee will be paid for time actually lost from work for which he is scheduled up to a maximum of five (5) days.

For the purposes of this clause, the terms "sister-in-law" and "brother- in-law" shall be defined as the brother or sister of the employee's spouse and the wife or husband of the employee's sister or brother.

## SECTION 14

### WAGES

**14.01 (a)** Effective on the dates shown, the following wage scale will apply:

Labour Grade	Job Rate	Job Rate	Job Rate	Job Rate
	Effective Nov. 1/96	Effective Nov. 1/97	Effective Nov. 1/98	Effective Nov. 1/99**
1	\$17.695	\$17.995	\$18.295	\$18.595
2	17.805	18.105	18.405	18.705
3	18.005	18.305	18.605	18.905
4	18.185	18.485	18.785	19.085
5	18.415	18.715	19.015	19.315
6	18.655	18.955	19.255	19.555
7	18.995	19.295	19.595	19.895
8	19.235	19.535	19.835	20.135
9	19.635	19.935	20.235	20.535
10	20.015	20.315	20.615	20.915
11	20.385	20.685	20.985	21.285
12	20.885	21.185	21.485	21.785
13	21.495	21.795	22.095	22.395
14	21.875	22.175	22.475	22.775
15	22.435	22.735	23.035	23.335
16	22.995	23.295	23.595	23.895

**\*\*COLA FLOAT WILL BE ROLLED INTO BASE RATE**

**Special Shutdown Rate:**

\$18.415 \$18.715 \$19.015 \$19.315

**Changeover Rate:**

\$18.415 \$18.715 \$19.015 \$19.315

**Allowance Rate:**

\$17.805 \$18.105 \$18.405 \$18.705

**14.01 (b)** The pays will be deposited on Fridays following the pay end.

**Shift Premiums:**

**14.02** Shift Premiums will be paid as follows:

- (1) For hours worked on the second shift, there shall be paid a premium rate of forty (40) cents per hour.
- (2) For hours worked on the third shift, there shall be paid a premium rate of forty-five (45) cents per hour.

**14.03** The second shift shall cover hours regularly worked as a shift between the hours of 1:30 p.m. and 12:00 midnight. The third shift shall cover hours regularly worked as a shift between the hours of 9:30 p.m. and 8:00 a.m. Such shift premium shall not be taken into account when calculating overtime.

**14.04** The appropriate Labour Grade Job Rate for each job shall be paid to any employee during such time as the employee is required to perform such job, except as otherwise provided in this Agreement.

- 14.05** An employee who, during a plant shutdown, is assigned to a job, other than a trade job, which is required to be performed for other than the production or manufacture of pipe, shall be paid the applicable Special Shutdown Rate for all hours worked on such job.
- 14.06** An employee, who is not required to perform his regular job during a mill changeover and who is assigned to assist in the replacement, installation and adjustment of tooling and equipment on other than his regular job during the changeover, shall be paid the applicable Changeover Rate for time worked during the period he is so assigned.
- 14.07** An employee temporarily replaced on his regular job at the discretion of the Company and temporarily assigned to another job shall be paid for this period the higher of the two Labour Grade Job Rates.
- 14.08** Except as otherwise provided, the job rate for each job shall be deemed to be the Job Rate of one higher Labour Grade than the evaluated Labour Grade for such job.
- 14.09** The Company will pay a special allowance to Lead Hands in the amount of one dollar (\$100) per hour in excess of the Labour Grade Rate of the highest job led.
- 14.10** In the event that a job is reevaluated and the resulting new Labour Grade for such job is established at a lower Labour Grade, any employee who was permanently assigned to such job and was receiving the former higher rate, will continue, except as provided below, to be paid such higher rate during such time as he continues to occupy the job. The higher rate paid to such employee will be identified as a Red Circle rate.

Any Red Circle rate will continue unchanged and will be paid as long as such rate exceeds the actual Labour Grade rate paid for such job. When the actual Labour Grade rate paid for the job equals or exceeds any such Red Circle rate, the Red Circle rate will be cancelled and the employee will thereafter be paid the applicable Labour Grade rate.



## SECTION 15

### TERMINATION OR MODIFICATION

- 15.01** This Agreement shall continue in effect until the 31st day of ~~October, 2000~~ and unless either party gives notice in writing to the other party that amendments are required or that the party intends terminating the Agreement, then it shall continue in effect until the 31st day of October, 2001 and so on from year to year thereafter.
- 15.02** Notice that amendments are required or that either party intends to terminate the Agreement may only be given during the month of August, 2000 and in the month of August any year thereafter.
- 15.03** The parties hereto agree to meet for the purpose of negotiations within ten (10) days after receipt by either party of the other party's proposed amendments and if, as a result of such negotiations, the parties fail to negotiate a new Agreement or modification of the present Agreement prior to the first day of November following such notice, then this Agreement shall remain in effect until the 1st day of the following month and from month to month thereafter until negotiations are completed or either party gives notice in writing ten (10) days prior to the 1st day of any month that it wishes to terminate the extension arrangement in which event this Agreement shall terminate on the 1st of such following month.



## SECTION 16

### APPENDICES

16.01 Annexed hereto and forming part of this Agreement are the following:

#### APPENDIX "A"

Schedule of Stewards for each department will be as follows:

<b>Department</b>	<b>Area</b>	<b>Steward Representation</b>
U. & O.	Forming	One (1) Steward per Shift
	Welding	One (1) Steward per Shift
	Finishing & Inspection	One (1) Steward per Shift
	Shipping & Yard	One (1) Steward per Shift
	Designated Crew	One (1) Steward per Shift
Stelform	Forming	One (1) Steward per Shift
	Welding	One (1) Steward per Shift
	Finishing, Inspection, Shipping & Yard	Three (3) Stewards per Shift
	Designated Crew	One (1) Steward per Shift
Maintenance	Electrical	One (1) Steward
	Mechanical	One (1) Steward

## APPENDIX "B"

### SCHEDULE OF JOB CATEGORIES

Labour Grade	Job Title	Dept.	Job Category
1	Labourer- Plant	Stelform	C
2	Pipe Roller	U. & O.	C
	Utility Person	U. & O.	C
	Utility - Forming	Stelform	C
	Utility - Finishing	Stelform	C
	Utility - Shipping	Stelform	C
	Expander- Helper- Lightwall	Stelform	C
3	End Finisher	U. & O.	C
	Helper- Radiographer	U. & O.	C
	- Jointing	U. & O.	C
	Hook-up- Crane	U. & O.	C
	Helper- Measurer	U. & O.	C
	Stenciller	U. & O.	C
	Flux Sweeper	U. & O.	C
	Pipe Transfer - Shipping	U. & O.	C
	Operator- Pipe	U. & O.	C
	Washer	U. & O.	C
	Mill Janitor	U. & O.	C
	Pipe Transfer - End X-Ray	Stelform	C
	Hook-up - Crane	Stelform	C
	Utility - Welding	Stelform	C
4	End Finisher & End Ultrasonic Operator	U. & O.	B
	End Squarer	U. & O.	B
	Helper- Outside	U. & O.	B
	Welder	U. & O.	B
	Plate Grinder	U. & O.	C

	Pipe Transfer - Inspection	U. & O	C
	Tab Cutter	U. & O	C
	Torch Cut-off	Stelform	B
	Helper - Miller	Stelform	B
	Helper - Travelling		
	Welder	Stelform	C
	Plate Grinder	Stelform	C
	Helper - Customer -		
	Inspection	Stelform	C
	Final Inspector Helper	Stelform	C
	Pipe Transfer - Welding	Stelform	C
	Pipe Flow/Brushout	Stelform	C
5	Eddy Current Operator/ Plate Inspector	U. & O.	B
	Fork Truck (3 Ton)	U. & O.	B
	Measurer Stenciller	U. & O.	B
	Circ. X-Ray	U. & O.	B
	Inside Weld Inspector	U. & O.	B
	Shipper - Yard	U. & O.	B
	Loader	U. & O.	C
	Scrap Cutter	U. & O.	C
	Labourer - Yard	U. & O.	C
	Swivels	Stelform	B
	Eddy Current Operator/ Plate Inspector	Stelform	B
	Operator - Crane #2	Stelform	B
	Pipe Transfer/Operator - Crane #4	Stelform	B
	Fork Truck (3 Ton)	Stelform	B
	Circ. X-Ray	Stelform	B
	Helper - Stationary Welder	Stelform	B
	Scrap Cutter - Utility	Stelform	B
	Grinder/Torch Cut-off		
	Operator/Pendant Crane	Stelform	C
	Preparer - Cars	Stelform	C
	Tab Remover	Stelform	C
	Pipe Cleanout	Stelform	C

6	Cut-off Operator/Grinder/ <b>Inspector</b>	U. & O.	B
	Tack Grinder/Inspector	U. & O.	B
	Tab Welder	U. & O.	B
	Inside Welder	U. & O.	B
	End X-Ray	U. & O.	B
	Operator - Crane #2	U. & O.	B
	Operator - Crane #3	U. & O.	B
	End Grinder	U. & O.	B
	Operator - Crane #1	Stelform	B
	Operator - Crane #6	Stelform	B
	Operator - Crane #8	Stelform	B
	Tool Attendant	Stelform	B
	Inspector - Grinder	Stelform	B
	Tab Welder - Grinder	Stelform	B
	End X-ray	Stelform	B
	Beveller - Reweld	Stelform	B
	Utility-Relief-O.D.	Stelform	C
	Utility-Relief-I.D.	Stelform	C
7	Tool Grinder/Tab Cutter	U. & O.	B
	Stocker	U. & O.	B
	Fork Truck (15-ton)/ Labourer	U. & O.	B
	Shipper	U. & O.	B
	End Facer	U. & O.	B
	Outside Welder	U. & O.	B
	Edge Trimmer	U. & O.	B
	Tack Welder	U. & O.	B
	I.D. Circ. Welder	U. & O.	B
	Pre-Inspector	U. & O.	B
	Plasma Cut-off	Stelform	A
	Stationary Welder	Stelform	A
	Outside Seam Welder	Stelform	B
	Inside Seam Welder	Stelform	B
	Operator Crane #5/Helper		
	Measurer-Shipper	Stelform	B
	Operator Beveller - Crane #8	Stelform	B
	Stocker	Stelform	B
	I.D. Welder - Reweld	Stelform	B
	End Facer	Stelform	B

8	<b>Shot Blaster</b>	U. & O.	A
	Operator "O" Press	U. & O.	A
	Radiographer	U. & O.	A
	Fluoroscope	U. & O.	A
	Operator - Locomotive	U. & O.	A
	Conductor	U. & O.	B
	O.D. Circ. Welder	U. & O.	B
	Operator Tack Welder	U. & O.	B
	Fluoroscope #1	Stelform	A
	Fluoroscope #2 & #3	Stelform	A
	Final Inspector	Stelform	A
	Radiographer	Stelform	A
	Shot Blaster	Stelform	A
	Pipe Cross Seam Welder	Stelform	A
O.D. Welder Reweld	Stelform	B	
Weld Pre-Inspector	Stelform	B	
Measurer - Shipper	Stelform	B	
9	Ultrasonic Operator	U. & O.	A
	Operator " U Press	U. & O.	A
	Travelling Welder	Stelform	A
10	Spiral Seam Ultrasonic	Stelform	A
	Repair Welder	U. & O.	A
	Operator Expander	U. & O.	A
	Final Inspector	U. & O.	A
	Pre-Inspector	Stelform	A
	Hydrotester/Washer	Stelform	A
	Repair Welder	Stelform	A
Cross Seam Ultrasonic	Stelform	A	
11	Expander	Stelform	A
12	Miller	Stelform	A
	Utility - North Finish	Stelform	A
13	Spiral Mill	Stelform	A

14	Electrician	Maintenance A
	Electrical Maintenance - Lead	Maintenance A
	Maintenance- Mechanical - Compressor Operator	Maintenance A
	Maintenance- Mechanical Utility - Mechanical	Maintenance A
	Maintenance- Mechanical - Lead	Maintenance A
15	Electronic Repairs	Maintenance A

## **APPENDIX "C"**

### **JOB EVALUATION PROGRAMME**

1. The Job Evaluation Programme, which was implemented by agreement of the parties on February 10, 1970, shall continue in effect during the term of this Basic Agreement.
2. The Job Evaluation Plan dated June 1, 1969 — as amended January 1, 1990, (hereinafter referred to as "the Plan") which is attached hereto as Schedule 1, has been agreed to by the parties and will be the sole basis for the evaluation of all jobs performed by bargaining unit employees at the Company. The Plan as such may not form the subject of a grievance nor shall it be arbitrable.
3. Each job in effect as of the date of the Basic Agreement has been evaluated in accordance with the Plan and each such Job Evaluation has been agreed to. Attached hereto as Appendix "B" is a list of all such jobs showing their agreed to assigned Labour Grade.
4. Attached hereto as Schedule 3 is a list of Benchmark Jobs which have been agreed to by the parties. Such Benchmark Jobs will be used, together with the Plan, for the purpose of determining the proper ranking relationship and job factor comparison of new or changed job evaluations. A Benchmark Job may not be the subject of a grievance nor shall it be arbitrable.

5. The responsibility for the evaluation of any job will continue to be vested in the Company and such evaluation will continue to be made consistent with and conforming to the provisions of this Programme.
6. The agreed to Job Evaluation for each job and others subsequently agreed upon shall continue in effect and will not be subject to appeal, except as hereinafter provided.
7. When the Company implements a new Job Evaluation or changes the points of an existing Job Evaluation, the Company will send the Union a copy of the New Job Identification and Evaluation and inform the Union, as soon as practicable, of the effective date of implementation or change.
8. In the event that the Union disagrees with the Company's evaluation of such new or changed job, it may file an appeal in accordance with the notification and appeal procedure as provided in paragraph 10 below, within thirty (30) days following the date the new Job Evaluation was sent to the Union.
9. In the event that the Union alleges that the Company has changed the primary function or the content of the work as contained in the Job Identification of an existing job to the extent that the Job Evaluation should be changed from one Labour Grade to another, the Union may file an appeal in accordance with the notification and appeal procedure as provided in paragraph 10 below.
10. (a) The Chairman of the Union Job Evaluation Committee will file in writing with the Chairman of the Company Job Evaluation Committee any appeal being processed in accordance with paragraphs 8 and 9 above. Such written appeal shall list all the alleged changes that have been made to the job. Any Benchmark Job or other agreed to jobs being relied upon by the Union to support their claim shall be listed and reasons given.

- (b) Upon receipt of such appeal, the Company will review the job and will send the Union a written answer giving reasons for its position with respect to each of the alleged changes within thirty (30) days of receipt of the appeal.

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

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

- (d) If the Company's answer is not satisfactory, the Union may, within thirty (30) days following the date of the Company's answer, refer the appeal to Arbitration as described in the Basic Agreement.

- (e) The Board of Arbitration shall not be authorized to make any decision inconsistent with the provisions of this Appendix nor to adjudicate any matter not specifically referred to in the written appeal filed under the provisions of paragraph 10 (a) above and the authority of the Arbitration Board shall be limited to:

- (i) confirming the job evaluation of the Company, or,
- (ii) assigning a revised ranking if the Board determines that the job was improperly ranked as a result of inconsistent application of the Plan and the disputed Job Evaluation does not bear a proper ranking relationship to other undisputed job evaluations, or Benchmark Jobs, in



which event the provisions of paragraphs (f) and (g) below shall apply.

- (f) In the event a job evaluation is changed from one Labour Grade to another by agreement between the parties or by decision of the Arbitration Board and such change in Labour Grade results from an appeal filed under the provisions of:
    - (i) paragraph 8 above, the revised Labour Grade for such job shall become effective on the date specified by the Company in paragraph 7;
    - (ii) paragraph 9 above, the revised Labour Grade for such changed job evaluation shall become effective ten (10) days prior to the date of receipt of the Union's written appeal.
  - (g) The Company will advise the Union in writing of job changes which affect the factoring of the job in question but do not result in a change in Labour Grade.
  - (h) Any employee, who has occupied a job for which the Job Evaluation is revised in accordance with the above provisions, shall be paid the applicable Job Rate for the Labour Grade to which the job is assigned retroactively to the effective date specified in paragraph (f) above, provided that the revised Labour Grade is higher than the Labour Grade assigned by the Company.
11. The Union may select three employees to act as its Job Evaluation Committee, one of whom will be designated as Chairman. Each such member of the Union Committee will be paid at his straight time Labour Grade Job Rate for hours spent at meetings scheduled by the Company under the provisions of paragraph 10 (b) above or for hours spent in the plant researching new, combined or changed jobs. Such payment shall not exceed a total of nine (9)

hours in any calendar month for the whole Committee and the hours may be cumulative during the term of this Agreement. The Chairman of the Union Committee, or in his absence, another member of the Committee will be allowed access to any department to observe a job whose Evaluation has been sent to the Union in accordance with paragraph 7 or has been appealed by the Union in accordance with paragraph 9, provided the employee member notifies the Superintendent of the department in advance and does not interfere with production.

12. In the event that a Benchmark Job changes from one Labour Grade to another, the job shall be deleted from the list of Benchmark Jobs and the provisions of paragraphs 7 and 8 shall be applied. For every job which is deleted from such list, the parties will select another job to be added to such list, such other job to be selected on the basis that it is representative and comparable to the former Benchmark Job and the Labour Grade for which it was selected.
13. Company/Union job evaluation meetings will be scheduled, not more than once per month, at the request of the Union Committee. Payment for time spent by the Union members will not be deducted from the hourly allotment provided for under this section.

Each of the parties hereto has caused this Agreement to be signed its duly authorized representatives as of the day and year first above written.

For: **Welland Pipe Ltd.**

D. S. Hunter  
D. G. White  
D. S. Ebert  
J. R. Randall

**For: National Automobile, Aerospace, Transportation, and  
General Workers Union of Canada (CAW-TCA Canda)  
and Its Local 523**

D. G. Chatwin  
E. Brousseau  
D. Agostino  
C. R. Marr  
T. B. Morabito

**For: National Automobile, Aerospace, Transportation and  
General Workers Union of Canada (CAW-TCA  
Canada)**

M. Menicanin  
B. Forster

Mr. B. Forster, BusinessAgent  
**CAW - TCA Canada, Local 523**  
16 Steel Street  
Welland, Ontario  
L3B 3L9

## ITEM 1

Letter of Agreement re: Cost-of-Living Allowance

1. Effective with the first pay period following the release of the Consumer Price Index (1981 = 100 Base) for each of the following months, when compared to the Consumer Price Index (1981 = 100 Base) for the respective months as shown below, for each .17 increase, a cost-of-living allowance of 1 cent per hour will be paid.
  - (i) October, 1996 compared to July, 1996
  - (ii) January, 1997 compared to October, 1996
  - (iii) April, 1997 compared to January, 1997
  - (iv) July, 1997 compared to April, 1997
  - (v) October, 1997 compared to July, 1997
  - (vi) January, 1998 compared to October, 1997
  - (vii) April, 1998 compared to January, 1998
  - (viii) July, 1998 compared to April, 1998
  - (ix) October, 1998 compared to July, 1998
  - (x) January, 1999 compared to October, 1998
  - (xi) April, 1999 compared to January, 1999
  - (xii) July, 1999 compared to April, 1999
  - (xiii) October, 1999 compared to July, 1999
  - (xiv) January, 2000 compared to October, 1999
  - (xv) April, 2000 compared to January, 2000
  - (xvi) July, 2000 compared to April, 2000
  
2. Any increase in the cost-of-living allowance payable, as calculated above, will be added to any cost-of-living allowance payable in the previous quarter. Any such allowance will be paid for straight time hours worked only and will not be paid for overtime hours, premiums or used as a basis for calculation of overtime.

3. The cost-of-living allowance accumulated during the first twelve (12) quarters will form part of the Basic Rate effective November 1, 1999.
4. 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 November 1, 1996 (1981 = 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.
5. Any decreases in the cost-of-living allowance calculated from comparisons of the Consumer Price Indices in any of the quarterly periods specified in paragraph 2 shall reduce the net accumulated cost-of-living allowance, payable under paragraph 3 above, effective at the times specified in paragraph 2.
6. Cost-of-living allowance will be paid for overtime hours worked on Saturday and Sunday provided that such hours worked are paid for solely on the basis of Clause 9.01 (d) (iii) and provided further that such allowance shall not be increased by reason of having been earned in overtime.

## **ITEM 2**

Letter of Agreement re: Alternative  
Job Selection Procedure

For a period not to exceed the term of the Basic Agreement, the following Alternative Job Selection Procedure will be in effect:

1. (a) When the Plant starts up following a shutdown of more than ninety (90) days, employees will be recalled in accordance with the seniority provisions of the Basic Agreement and will be placed on jobs for the first week of operation.
- (b) Employees will then be "canvassed in order of plant-wide seniority so as to select an available job

in accordance with the provisions of Clause 6.05. Upon completion of the "canvass", the necessary scheduling arrangements will be put into effect no later than the beginning of the second week of operation.

2.
  - (a) When the Plant is operational and there is an increase or decrease in the level of operations, employees affected by such change will be given the opportunity to select a job in order of plant-wide seniority. The Company will post, in advance, the available jobs for a period of at least one day.
  - (b) At the end of the posting period, employees will be "canvassed" by being required to complete a form and select a minimum of six (6) jobs in order of preference. Employees will have twenty-four (24) hours to complete their forms and return them to the Company. Employees who are absent during this period will be contacted by telephone in order to establish job preference. Employees who are not contacted will be assigned to a job in accordance with the provisions of Clause 6.05 when they return to work.
  - (c) Employees will be assigned to their most preferred available job in order of plant wide seniority. When no such job is available, the Company will notify employees in order of plant wide seniority and require that they select another job.
3. Maintenance employees will also be given the opportunity to participate in the Alternative Job Selection Procedure, however, it is understood that the assignment of a maintenance employee to a "production" job can only be made if there is an available in-plant maintenance employee who can be scheduled to fill a vacancy created in the Maintenance Department.
4. It is understood that when employees are being recalled to work in the Plant, the Company may attempt to contact them by telephone in order of plant wide seniority so they

may select their most preferred available job. The Company agrees to consult the Union prior to implementation of this procedure.

5. There are instances when the provisions of Clause 6.14 (ii) B. will apply, i.e. for individual permanent vacancies, a partial increase in operations such as double joining or when the Company and Union agree that there is insufficient time to conduct a "canvass".
6. Temporary vacancies which require posting will continue to be filled according to Clause 6.15 (c) from among employees in the Plant. Those temporary vacancies which do not require posting will be filled from among employees in the Mill in which the vacancy occurs.
7. When a permanent vacancy is "canvassed" and there are no qualified applicants, the most senior applicant will normally be trained to fill the vacancy.
8. The Company and Union agree that issues may arise which will require a joint effort to resolve. The Shop Chair will assume a major role and assist in all phases of this procedure and while the parties are committed to this endeavour, it is realized that there may be instances when disputes arise. It is agreed that every effort will be made to reach a mutually satisfactory resolution to a dispute rather than invoking the grievance and arbitration procedures of the Basic Agreement.
9. The foregoing may be discontinued subject to 30-day notification at the request of either party and the appropriate provisions of the Basic Agreement will be applied inasmuch as the filling of permanent vacancies is concerned.

### ITEM 3

#### Letter of Agreement re: Floating Holidays

1. In recognition of the Union's concerns that an employee may be ineligible for any or all of such Floating Holidays due solely to his being on lay-off, the Company agrees to

provide a minimum entitlement to such holidays based upon hours worked in the agreement year. An employee's minimum entitlement will be in accordance with the following hours worked:

400 hours - 1 floater  
800 hours - 2 floaters  
1200 hours - 3 floaters

The aforementioned hours will include periods of vacation and periods of "deemed recalls.

2. During each year of the current Collective Agreement, the Floating Holidays will be linked to (1) Victoria Day, (2) Canada Day and (3) August Civic Holiday. It is understood that if a vacation shutdown is scheduled for a time frame in which Canada Day or the August Civic Holiday is celebrated, the Floating Holiday will be linked to Labour Day.

## **ITEM 4**

### **Letter of Agreement re: Meal Allowance**

The Company submits the following to clarify when a Meal Allowance is paid.

1. When an employee works more than ten (10) consecutive hours, he shall receive a meal allowance. When an employee works more than twelve (12) consecutive hours, he shall receive a second meal allowance.
2. A meal allowance will not be paid when an employee works a scheduled eight (8) hour shift on Saturday or Sunday or any other holiday for which overtime rates are paid or where by reason of working a four shift schedule an employee works a sixth or seventh shift on the regular working days Monday through Friday.
3. When an employee works more than two (2) hours in excess of his scheduled hours on Saturday, Sunday,



statutory holiday or regularly scheduled days off, he will be paid a meal allowance.

## **ITEM 5**

Letter of Agreement re: Job Definition

For purposes of the Basic Agreement, the term "Job" shall be defined as the job identified and evaluated under the Job Evaluation Programme.

## **ITEM 6**

Letter of Agreement re: Allegation of Discharge

This will confirm the understanding between the parties with regard to grievances in which an employee voluntarily terminated his employment but claims that he was unjustly discharged. Where such a grievance is filed, the terms of Clause 5.05 of the Basic Agreement will apply, and such grievance must be filed within seven (7) calendar days after the employee notifies the Company that he is voluntarily terminating his employment with the Company.

## **ITEM 7**

Letter of Agreement re:  
Clauses **6.08 (c)**, **6.11** and **6.14 (h)**

For the purposes of applying the provisions of Clauses 6.08 (c), 6.11 and 6.14 (h) with respect to an employee who applies within forty-eight (48) hours of his assignment or appointment to a job to be transferred to another job, the Company agrees to endeavour to place such employee on the job to which he applies to be transferred as soon as reasonably practicable immediately following the expiry of the forty-eight (48) hour period. Where practicable, the transfer will be made on his next scheduled shift following the expiry of the forty-eight (48) hour period when Clause 6.14 (h) is

applicable. In the case of employee transfers under Clauses 6.08 (c) and 6.11, the transfers will be made, where practicable, at the commencement of the workweek following the expiry of the forty-eight (48) hour period provided that there are at least three (3) working days between the expiry of the forty-eight (48) hour period and the commencement of the next following workweek.

It is understood, however, that the above provisions do not restrict or limit the Company entitlement to transfer any such employee whenever practicable up to but no later than fifteen (15) days following receipt of his notification as specified in such clauses referred to above.

## **ITEM 8**

### **Letter of Agreement re: Apprenticeship Programme**

The Company shall establish an Apprenticeship Training Programme which will normally develop the tradesmen needed. When the Company determines a need for an apprentice, it will select the individual who will participate in the Programme.

To ensure the quality and success of such Programme, the Company and Union agree to establish a Joint Training Committee. This Committee will discuss the contents of the Programme and make recommendations to improve its effectiveness.

Each Union representative of the Joint Training Committee will be paid at his average hourly rate during the preceding pay period for time lost from work while attending these meetings.

## **ITEM 9**

### **Letter of Agreement re: Clause 6.08**

For the purpose of applying the provisions of Clause 6.08 (c), an employee who is absent from work due to disability or on vacation who would otherwise be entitled to apply within forty-eight (48)

hours to be transferred to a **job** other than the one to which he is assigned by the Company, such absent employee may contact the Company during such forty-eight (**48**) hour period and advise as to what job(s) to which he wishes to be transferred. The Company will transfer such employee to the job(s) he has **so** designated, in accordance with Clause 6.05, but in the event that such job(s) is not available **as a result** of the application of Clause 6.05, the employee will remain on the job to which he was assigned by the Company in accordance with Clause 6.08 (a) or (b) as the case may be.

## **ITEM 10**

### **Letter of Agreement re: Clause 9.01 (j)**

The Company shall divide overtime work as equitably as practicable among those employees performing the same work.

#### **1. Overtime work on Saturdays and Sundays**

**As** a general rule, Saturday overtime work will be first offered to the employee who performs the job on the same shift the preceding Friday. If overtime work offered on Saturday day turn is refused by the employee having first offer, such overtime work will then be offered to the employee working the afternoon shift on the preceding Friday. Sunday overtime work will **be** first offered to the employee scheduled **to** perform the same **job** on the same shift the following Monday.

#### **2. Filling of 'scratch' vacancies**

'Scratch' vacancies are those which become known during the shift immediately preceding the vacant shift.

When a 'scratch' vacancy must be filled by an employee working overtime, that overtime work will be offered to employees in the following order:

- A.** The employee performing the same job on the shift

immediately preceding the shift on which the vacancy occurs.

- B. The employee performing the same job on the shift not scheduled for that day (20 turn schedule).
- C. The employee performing the same job on any other shift.
- D. An employee qualified to perform but not performing the same job on any shift.

If notification of the vacancy does not allow sufficient time to follow the above procedure, any employee who is qualified to perform the job from the shift immediately prior to the shift on which the vacancy occurs may be held over for a period of four (4) hours following which the eligible employee from the shift immediately following will be called in four (4) hours early to fill the remainder of the vacancy.

### **3. Filling of vacancies known well in advance**

Except on a 20 turn schedule, such vacancies will be filled in the same manner as 'scratch' vacancies.

On a 20 turn schedule, an employee performing the same job who is scheduled off on the day on which the vacancy occurs will be offered the overtime work first. The sequence from then on will be as in 2. (A), (C) and (D) above.

As a general rule, an employee who is absent from work on a Friday or Monday because of Union business shall not be considered ineligible for weekend overtime. However, it is understood that circumstances could arise where compliance with the above is not practical and the overtime letter of the Basic Agreement will apply.

## ITEM 11

Letter of Agreement re: Arbitration Procedure

It is the intent and purpose of this Letter to promote the prompt and efficient resolution of grievances which have been referred to Arbitration.

The parties agree that the following procedure shall apply and Clause 5.13 shall be read and construed with the necessary changes so as to give effect to the following:

1. Within fifteen (15) days from the date a grievance is referred to arbitration, the Union shall meet with the Company to review the issue in dispute. At such meeting, the Company will submit a statement of facts which the parties will review for the purpose of determining which facts are agreed to and which are still in dispute. The parties will attempt to reconcile the differences. The agreed to statement of facts will be submitted at the arbitration hearing.
2. The Union's representatives at such meeting will be the Shop Chair (or his delegate), the Chief Steward (or his delegate) and the Business Agent for Local 523 C.A.W. (or his delegate) and the Company's representatives will be the Manager of Employee Relations (or his delegate) and one other member of the Employee Relations Department.

In special circumstances, and by agreement by both parties, persons directly involved in the incident may be invited to attend such meeting for the purposes of clarifying any facts which may be *in* dispute. An employee who is invited shall be paid for time **lost** from work at his standard hourly rate.

3. At such meeting, the parties will agree to a Chairman of the Board of Arbitration from amongst those shown on the attached **list**. In the event the parties cannot reach agreement, a Chairman will be selected on a rotation basis. The parties will arrange for a representative to attend any Board hearing in the event that such is scheduled.

4. In discipline or discharge cases for just cause, the parties may agree that the Arbitrator selected in accordance with paragraph 3, above will act as a single arbitrator. In such cases, the provisions of Clauses 5.13 and 5.14 shall be read and construed with the necessary changes.
5. At the Arbitrator's discretion an oral decision can be issued at the completion of the hearing. In such cases, a written award will be prepared at the request of either party.
6. In the event that either party chooses to process a grievance under the provisions of Section 49 of the Labour Relations Act, 1995, it is understood that the grievance shall not be processed further through the grievance procedure as set forth in Section 5 and this Letter of Agreement shall not apply.
7. This Letter of Agreement shall remain in effect until October 31, 2000 except that it may be terminated by either party upon thirty (30) days' written notice. Such written notice shall be signed by the Shop Chair and the Business Agent of Local 523 C.A.W. Any grievance having been referred to arbitration and processed through any part of this Letter shall continue to be processed in accordance with these provisions notwithstanding any notice of termination.

#### ARBITRATORS

B. Welling  
D. Whitehead  
L. MacLean  
R. McLaren

## ITEM 12

Letter of Agreement re: Safety Boots

The Company will pay a "safety boot allowance", by separate cheque, in the amount of \$75.00 on November 1st of each year of the Agreement to employees working on that date. Employees

not working on November 1st would be paid the allowance as soon as possible subsequent to being recalled.

In order to be eligible for the allowance, an employee must have completed his probationary period.

It is the responsibility of employees to ensure that they are equipped with CSA approved boots and that the **boots** are in good repair.

### **ITEM 13**

#### **Letter of Agreement re: Clause 14.09**

Whenever there is more than one mechanic or one electrician scheduled in either of the departments, a lead hand will be assigned as part of the crew.

### **ITEM 14**

#### **Letter of Agreement re: First Aid Slips**

The employee concerned will be given a copy of the first aid slip when such a slip is issued by the Nurse or the First Aid Attendant.

### **ITEM 15**

#### **Letter of Agreement re: Vacation Forms**

The Company will give to each employee a duplicate copy of his vacation authorization form. It is understood, however, that such form does not constitute a guarantee of vacation or a guarantee of the time of vacation.

## **ITEM 16**

Letter of Agreement re: Clause 12.07

Employees who wish to book vacation during the first three (3) months of any year must do so during the first three (3) weeks of November of the preceding year. During the last week of November and the first week of December, junior employees who have selected times which conflict with times selected by more senior employees will be advised of the conflict and provided with the opportunity to select a different period during the aforementioned three months of the year.

## **ITEM 17**

Letter of Agreement re: Relief Schedules

The Stelform Mill and U. & O. Mill equipment will be operated as required during the lunch period of the employees on such equipment and the lunch period of employees may be staggered.

## **ITEM 18**

Letter of Agreement re: Technological Change

At the time the Company makes a technological change in a job, and that technological change results in a reduction in the number of employees working on such job, the senior employees, up to the number of employees being displaced as a result of the technological change on such job, will be given the option to be displaced.

## **ITEM 19**

Letter of Agreement re: Clause 6.14 (a)(ii) A

When a permanent vacancy is posted in a department and there are no qualified applicants, the most senior applicant from within the department will be trained to fill the vacancy.



## **ITEM 20**

Letter of Agreement re: Repair Welder

The job of Repair Welder U. & O. Welding and Repair Welder Stelform Welding will be ranked in Labour Grade 10. These jobs shall not be used for comparison purposes under the Job Evaluation Programme.

## **ITEM 21**

Letter of Agreement re: Utility— Mechanical

The Company will pay the Repair Welder at the rate for Utility— Mechanical for all hours during which he performs maintenance welding for the Maintenance Department.

## **ITEM 22**

Letter of Agreement re: Certification

As a result of requirements imposed on the Company by customers and/or government agencies, the Company will, from time to time, require an employee performing quality control and other related functions to meet certain physical and technical levels of competency as may be required by such customers or government agencies. An employee assigned to such work will, as a result, be required to satisfactorily complete the required medical examinations, training and tests in order to maintain compliance with such standards. The employee will receive instruction and training and will be tested in the areas covered by such instruction and training.

An employee who occupies a permanent job in accordance with the terms of the Basic Agreement and who is unable to meet the required standards will be displaced in accordance with Clause 6.08.

## ITEM 23

Letter of Agreement re:  
Application of Clause 6.07

It is understood that the provisions of Clause 6.07, first sentence, would only be applied by the Company following the application of Clause 6.05 and Clause 6.08.

## ITEM 24

Letter of Agreement re: Starting Time

For the purposes of Clauses 9.01 (b) and 10.01 (f), where an employee's starting time is 6:30 a.m. rather than 7:00 a.m., then these Clauses will be read and construed by substituting 6:30 a.m. in place of 7:00 a.m.

## ITEM 25

Letter of Agreement re: **Company/Union** Interaction

When the plant is operating at a level of at least one (1) complete shift, or with a minimum of seventy (70) employees, the Shop Chair of the Union will occupy a full-time position related to the maintenance of mutually beneficial interaction between the parties. It is agreed that the Shop Chair will have sufficient time off the job [at low operating levels] in order that he may properly perform his Union duties.

It is understood that the Shop Chair will be compensated by the Company at Labour Grade 14 for time worked with the exception of those instances when the Shop Chair is solely occupied with Union matters. The Company will provide an "in-plant" office for the Shop Chair.

It is also understood that the Shop Chair is ineligible for overtime except in those instances when the operation is scheduled on a six (6) or seven (7) day basis.

It is absolutely essential that the parties work together in a spirit of cooperation so as to maintain a relationship which will contribute to achieving the mutual objectives of the Company and the Union. The Company is fully prepared to continue with this arrangement and will meet with the Union on a yearly basis in order to review the achievements gained. If, at the termination date of this Collective Agreement, the parties are not satisfied with the arrangement, either one may withdraw.

## **ITEM 26**

### **Letter of Agreement re: Clause 2.01**

The term "Technical Employees" in Clause 2.01 shall include Engineering, Metallurgical, Physical Test Lab Employees along with specialized Operating Technicians and Technologists.

## **ITEM 27**

### **Letter of Agreement re: Clause 6.04 (f)**

The Company and the Union have agreed as follows:

1. When business conditions are such that a further recall of employees would not be in the interests of the Company, the Union or laid off employees, the Company can extend to employees currently on a sixty (60) day extension of recall to work, an additional sixty (60) day period and the provisions of Clause 6.04 (f) will be construed with the necessary changes. Where appropriate, the Company will consider and extend the additional sixty (60) day periods.
2. Clause 6.04 (f) of the Basic Agreement shall be read and construed so as to provide that an employee who is laid off work while disabled and receiving weekly compensation payments under the Workers' Compensation Act or receiving Weekly Indemnity payments under the Benefit Plan for Bargaining Unit Employees, and is subsequent

recalled but unable to return to work due solely to continuing to be disabled with the same disability which he was suffering at the date of his lay-off and receiving weekly payments as specified above, will be deemed to be recalled and reinstated in employment for all purposes of the Agreement on the effective date of his recall.

3. An employee who, while on lay-off, becomes disabled due to accident or sickness and is unable to return to work when recalled due solely to being so disabled, will be deemed to be recalled and reinstated in employment on the effective date of his recall for all purposes other than for eligibility under the Agreement for an Insurance Program. However, such employee may reestablish Group Insurance coverage from the date of his recall to the date of his actual return to work provided he pays the appropriate premiums for whatever coverage he is eligible to subscribe.
4. The Company will verbally advise the Union of those employees who have been mailed a registered recall letter. Such information will be provided to the Union when the letters are mailed. If the Union is aware of an employee who cannot be contacted due to extenuating circumstances, they may request an extension of the 7-day period and the Company will give due consideration to such request.

## **ITEM 28**

### **Letter of Agreement re: Temporary Assignments**

1. The parties agree that any employee who occupies a Utility Occupation in the U & O or Stelform Departments may be required to fill short term assignments in any area of the plant.  
  
It is understood and agreed that such assignments do not invoke the application of Clause 6.08 of the Basic Agreement.
2. If an employee, other than those referred to in (i) above, is temporarily assigned from his regular job, he may, forty-

eight (48) hours after such assignment, notify his foreman that he wishes to be transferred to a job other than the one to which he is assigned. In the event that he is not returned to his regular job, he shall then be placed subject to Clause 6.05, on the job to which he wishes to be transferred as soon as possible but not later than fifteen (15) days of receipt of his notification to his department shift foreman.

## ITEM 29

### Letter of Agreement re: Filling of Temporary Vacancies

Temporary Vacancies Known **More** Than a Week in Advance:

1. A notice will be posted on Tuesday of each week indicating those temporary vacancies which will commence on the second Monday from the date of posting.
2. Claims for such temporary vacancies will be accepted from the date of the posting until 7 a.m. the following Tuesday.
3. Each employee awarded a temporary vacancy appointment will be so notified by Thursday.
4. Allocate secondary vacancies (i.e. those created by temporary vacancy appointments referred to above) to senior qualified employees who make an appropriate request through the Shift General Foreman during the posting period.

Temporary Vacancies Known Less Than a Week in Advance:

1. Assign a Utility or another qualified employee during the initial 48-hour period.
2. If the vacancy is anticipated to extend beyond 48 hours, claims will be accepted for such vacancy during the initial 48-hour period. At the end of such period, assign the successful applicant to the vacancy as soon as possible.

3. Allocate secondary vacancies to senior qualified employees who make an appropriate request to the Shift General Foreman during the posting period.

Under the above procedures, an employee would be precluded from being eligible for a temporary vacancy if the situation were such that:

- (i) an employee is unable to be replaced on his own job by a qualified employee; and
- (ii) an employee has been recently appointed to a permanent position for which he is not yet fully trained.

An employee assigned to fill a temporary vacancy shall fill that vacancy until such time as the permanent incumbent returns to the job, unless either employee is prevented from doing so by reason of the application of Clauses **6.08** or **6.14**.

An employee who successfully claims a temporary vacancy will not be considered for any other temporary vacancy until such time as the permanent incumbent returns to the job. An employee who is placed on a temporary vacancy is not precluded from claiming another temporary vacancy.

In the event that an employee occupying a temporary vacancy under Clause 6.15 (a) applies for and is appointed to a vacancy under the provisions of either Clause 6.14 or 6.15 (c), such employee will be given the option of remaining on the current temporary vacancy until its completion or transferring as soon as practical to the vacancy to which he has been appointed.

An employee may claim more than one vacancy in order of job preference.

An employee who claims a temporary vacancy through the above procedures will be so notified if he is not the successful claimant.

## ITEM 30

Letter of Agreement re: Contracting Out

This Letter of Agreement is intended to deal with outside contractors coming into the Plant to perform maintenance work and having work, normally performed by maintenance employees, sent out of the Plant.

It is not the Company's intent to displace or replace maintenance employees by the use of outside contractors or by having work sent out of the Plant. The Company is committed to ensure that work is not sent out or contracted out when maintenance employees able to perform such work are on lay-off, and the amount and duration of the work would warrant a recall of such employee(s). The Company also agrees to try and schedule qualified maintenance employees to perform required maintenance work during shutdown periods to avoid the need for contracting out when the Plant becomes operational. The Company agrees to meet with the Union in order to seek their input and assistance in achieving this commitment. Meetings will be scheduled on an as required basis.

The Union recognizes that when the above mentioned commitments are being met *and/or* in cases of unplanned or unexpected circumstances, instances may arise where contracting out or having work sent out would be necessary. The Company agrees to meet with the Union upon request to discuss matters of mutual concern with regard to such contracting out or sending out work, including, but not restricted to:

- (i) the reasons for such work being contracted out and the expected duration;
- (ii) future plans of the Company with respect to major contracted services;
- (iii) ways and means of practically minimizing contracting out which is of concern to the Union, thereby improving employment opportunities for employees; and

- (iv) review the effectiveness of the utilization of the Welland Pipe Trades group to minimize the use of outside contractors.

### ITEM 31

Letter of Agreement re: Training

Whenever the Company determines that there is a need to increase the depth of qualified employees on a particular "A" category job, a notice of a training opportunity will be posted in the plant.

Factors which will be considered in determining the selection of an applicant include the requirements of the job, skill, ability and seniority.

Senior applicants not selected for a training opportunity will be so advised and reasons provided for their not being selected.

For those jobs in either a "B" or "C" category, employees can advise the foreman of those jobs in the mill which they are working for which they would like to receive training.

It is understood that the timing of the training is at the discretion of the Company.

### ITEM 32

Letter of Agreement re: Appendix "C" Job Evaluation Program

1. The Company agrees to provide the Calculation Rates for Relief Jobs for existing and future relief jobs. Such data will be provided in conjunction with the appropriate Job Identification.
2. The parties agree to discuss and agree upon an appropriate list of Benchmark Jobs during the term of this Agreement and to review any other issues of mutual concern relating to the Job Evaluation Plan.



3. The Company agrees to provide the rationale for the final determination in future instances where an averaging is performed for Factors 4, 5, and 10.
4. The Company agrees to provide details of scoring on all existing Job Identifications which are changed in the future and all new Job Identifications.

### ITEM 33

#### Letter of Agreement re: Job and Departmental Recall

1. The parties agree that Clause 6.10 (a) and (b) will be read and interpreted to require an employee laid off, in accordance with Clause 6.10, to return to his original job when he is recalled and such job is available on a permanent basis.
2. An employee displaced from his original job and subsequently recalled to such job under the provisions of Clause 6.10 will be eligible to exercise his seniority within a forty-eight (48) hour period if his original job is occupied by a senior employee who has refused recall to his job.
3. If an employee applies for a permanent vacancy in a department subsequent to being displaced from his original department, such employee shall not have a recall entitlement to his original department.
4. An employee displaced from his original department who exercises his seniority in another department and is subsequently laid off from such department shall be given the option of: (a) returning to his original department where operations increase or (b) to the department in which he exercised his seniority.
5. Employees who have been granted a 60-day extension are not required to be called by the Company at the time of a mass posting. Such employees, when returning to work at the conclusion of a 60-day extension shall be assigned to a job at the discretion of the Company.

6. An employee who does not own a job and is absent due to sickness or compensation during the time period of a mass posting will be allowed to exercise his seniority upon his return to work.

### ITEM 34

**Letter of Agreement re: Clause 9.01 (b)**

For employees on a three (3) shift schedule, five (5) day work week, which commences at 11 p.m. Sunday, a day shall be construed to be the twenty-four (24) hour period commencing at 1 p.m. Any other provisions relating to the standard work day shall be interpreted to reflect the above.

### ITEM 35

**Letter of Agreement re: Clause 9.01 (c)**

It is not the Company's intention to schedule employees through an irregular shift rotation when the operation is on more than one shift. Should circumstances arise whereby irregular scheduling is being contemplated, the Union will be consulted. At that time, alternate scheduling can be discussed.

The Union Stewards of the Maintenance Departments will be consulted prior to a change being made in their departments' work schedules and their input and suggestions with respect to such schedules would be given due consideration.

### ITEM 36

**Letter of Agreement re: Substance Abuse**

The Company and the Union jointly recognize substance abuse to be a serious medical and social problem that can affect employees. In the best interest of the employee, the Union and the Company encourage early treatment and to assist employees towards full rehabilitation.

The Company realizes the importance of a cooperative effort between its Management and the Union in this regard. It is appropriate for the Union and the Company to review and discuss such problems, with a view to providing assistance to addicted employees, consistent with their attitudes toward the problem.

Such assistance includes, but is not necessarily limited to, identification of the problem at the earliest stages, motivating the individual to obtain help, referral of the individual to appropriate treatment and rehabilitation facilities, and a continuing education of Management and Union representatives alike to recognize and deal constructively with such problems as they arise.

### **ITEM 37**

#### **Letter of Agreement re: Jobs for Disabled Employees**

An employee, who because of a physical disability is medical restricted from performing the regular functions of his job on temporary basis, may be provided with training on a job until such time that he is able to return to his regular job or regular work.

The training will be based on the time period for which the medical restrictions are necessary and the requirements of the job in question. The jobs for which training could be provided will be determined at the time the Company is advised of the necessity to accommodate a temporarily disabled employee.

The Company, in attempting to accommodate an employee who is temporarily disabled, may have such employee provide training on jobs for which he has the necessary skill, ability, and previous experience.

It is understood that the foregoing would not be applicable if the medical restrictions and/or the time period for which restriction are necessary are not compatible with training or providing training.

While the intent of this Letter is to accommodate those employees who, as a result of an occupational injury, have temporary medical restrictions, an employee who has temporary medical restriction due to a non-occupational condition is encouraged to participate

Those employees with permanent medical restrictions due to a physical disability will, if they have sufficient seniority, be provided with an opportunity to select a job compatible with the restrictions. The principle of seniority will be respected in the application of this Letter.

The Shop Chair will participate in all phases of the arrangements contemplated by this Letter of Agreement.

### ITEM 38

#### Letter of Agreement re: Joint, No Discrimination - No Harassment Policy

The Company and the Union are committed to providing a workplace free of discrimination and harassment. Fair and equitable treatment of all employees is best achieved in an environment where individuals interact with mutual respect for each other. The Company and Union will not condone behaviour that undermines work relationships or personal dignity and have agreed to this Joint, No Discrimination - No Harassment Policy (hereinafter called the "Policy"). This Policy is designed to provide protection against discrimination and harassment. It is not meant to inhibit free speech or interfere with normal social relations.

All Company employees are expected to treat all persons with courtesy and consideration and must not engage in discrimination or harassment contrary to the Ontario Human Rights Code (hereinafter called the "Code").

For the purposes of this policy, prohibited grounds of discrimination include: race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offenses, marital status, family status and handicap.

The Company and the Union believe that we have the right and an obligation to prevent discrimination and/or harassment in the workplace and will endeavour to do so. Any incident of discrimination and/or harassment should be brought to the attention of the Union's Shop Chair and the Manager of Employee Relations.

An immediate investigation will be conducted and appropriate action taken.

## ITEM 39

### Letter of Agreement re: Temporary Absence Program (T.A.P.)

An employee who is absent from work for thirty (30) calendar days or less due to conviction of a minor offence may be granted leave of absence in the event that he has insufficient vacation time. In order for consideration to be given for a T.A.P., the Company will review the employee's employment record, service and nature of charge. The Company agrees to cooperate with the proper authorities regarding Temporary Absence Program requests for leaves of absence granted under this letter.

## ITEM 40

### Letter of Agreement re: Designated Crew

#### 1. Purpose

To supplement production and/or to clear bottlenecks which have occurred during the preceding full production shift and prepare the mill for the next full production shift.

Currently only one (1) Designated Crew operates as part of a mill schedule, i.e. one (1) regular day shift, or Designated afternoon shift, or two regular shifts (days and afternoons), one Designated night shift.

While it is not the Company's intention to schedule multiple Designated Crews, should the need arise, the Company will meet with the Union and give consideration to alternative proposals.

#### 2. Crew Size

The Designated Crew size will vary from mill to mill and from project to project depending on needs.

Typically, in the U & O Mill, the crew size will range from 15 to **25 employees**. **In the Stelform Mill, the crew size will range from 25 to 55 employees.** Depending on need, this number may be higher or lower.

3. Designated Jobs Posted

Designated Crew jobs will be posted or canvassed. It is understood that when the employees appointed to these jobs are scheduled on the Designated Crew, they will be required to perform other **jobs** (secondary jobs) as the circumstances require. These other jobs may be any other job in the plant for which a need exists.

Employees will establish their secondary jobs according to seniority. If this is not possible or when employees are moved to other jobs, they will be allowed to select jobs according to seniority.

Depending upon the level of operations, the appropriate number of designated jobs will be posted or canvassed as permanent vacancies. If insufficient employees apply for all of the positions, the Company will appoint the junior qualified employee to the remaining positions.

4. Work Schedule

Employees appointed to designated jobs will rotate with the full operating turns when not scheduled on the Designated Crew. The following example will demonstrate the projected scheduled rotation:

Assume: Stelform Mill - 10 turns  
Designated Job - Repair Welder

On a full production shift, we normally schedule 2 Repair Welders. Therefore, when we are scheduled on 10 turns plus a Designated Crew (i.e. requires 1 Repair Welder), we would require a total of five (5) Repair Welders. Three (3) of these positions would be posted or canvassed as Repair Welder - Designated Crew since they would rotate through the two full production shifts and the Designated

Shift. The other two (2) positions would be posted as Repair Welder and would not be part of the Designated Crew. The appointees to these jobs would rotate with the full production crew.

The special payment provisions referred to in 5. (below) are applicable only when Designated employees are working as part of **the** Designated Crew.

**5. Payment**

An employee appointed to a designated job will be paid the rate of that job throughout the Designated Crew shift even if assigned to a lower-rated job for part of the shift. If such employee is assigned to a higher-rated job during the Designated Crew shift, he will be paid the higher rate. This payment will be in one-half hour increments.

**6. Overtime**

Any overtime required on the Designated Crew will be offered to the Designated Employee occupying the same position as the vacancy on the previous shift. If such employee does not wish to work overtime, it will be filled in accordance with Item 10 of **the** Basic Agreement.

It is understood that employees working overtime on non-Designated Crew jobs should not **be** used, on a regular basis, as a way to increase the number of employees scheduled on a Designated Crew.

The above describes the conditions associated with the Designated Crew. Items not referred to above (e.g. temporary vacancies, cutbacks, etc.) will **be** applied in accordance with **the** terms of the Basic Agreement.

Changes to the size or the nature of jobs in a Designated Crew will not be made prior to consultation with the Union.

## ITEM 41

Letter of Agreement re: Special Retirement Allowance

The Company will provide a special retirement allowance of \$200 per month for employees who retire with at least thirty (30) years of service. This payment will continue up to and including the month preceding such retiree's sixtieth birthday.

## ITEM 42

Letter of Agreement re: Pre-retirement Allowance

Any employee who has attained at least thirty (30) years of service with the Company and is eligible for a Company pension, is eligible for a pre-retirement allowance of fifteen (15) weeks' pay. Such pre-retirement allowance may be taken in the fifteen (15) week period immediately preceding such employee's retirement date or as a "lump sum" cash payment on or within a two (2) week period immediately following such retirement date.

In the event that an employee elects a "lump sum" payment, the Company will direct such dollars, or a portion thereof, to an RRSP as requested by the employee. It is understood that the dollars directed to such RRSP must be in accordance with the legislated provision relating to RRSP's.

In the event that an employee elects to receive such pre-retirement allowance as bi-weekly payments prior to retirement, such weeks will continue to accumulate pension credits for such employee.

It is understood that the pre-retirement allowance payment will be the greater of five hundred dollars (\$500) per week times fifteen (15) weeks or the vacation pay calculation, i.e. based on the previous year's earnings.



## ITEM 43

Letter of Agreement re: Section 7.

The Company agrees to pay into a special fund three cents (\$.03 per hour per employee for all hours worked for the purpose of providing paid education leave. Such leave will be for upgrading employee skills in all aspects of trade union functions. Payment should be made on a quarterly basis into a trust fund established by the National Union, CAVV, effective November 1, 1996. Cheque should be made payable to:

CAW Leadership Training Fund  
CAW Family Education Centre  
R.R.#1 Port Elgin, Ontario  
NCH2C0

The Company further agrees that members of the bargaining unit selected by the Union to attend such courses, will be granted leave of absence for twenty (20) days class time, plus travel time where necessary. Said leave of absence to be intermittent over twelve (12) month period from the first day of leave.

Upon written request of the Union, one cent (\$.01) of the above mentioned hourly payment will be diverted as directed to other Union programs.

Yours very truly,  
Welland Pipe Ltd.

D. G. White, Manager  
Employee Relations

89