

**AGREEMENT**

Between: Wabi Iron & Steel Corp., hereinafter called the "Company", of the First Part

and

UNITED STEELWORKERS OF AMERICA Local 4354, hereinafter called the "Union", of the Second Part

WHEREAS it is the purpose of this Agreement to promote and foster harmonious industrial relations between the company and its employees.

NOW THEREFORE THIS AGREEMENT WITNESSETH that the parties hereto hereby agree as follows

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### ARTICLE 1 - SCOPE

**1.01** This Agreement applies to all employees of the Company in its New Liskeard plant except staff personnel, supervisors, persons above the rank of supervisor and office staff.

### ARTICLE 2 - UNION RECOGNITION

**2.01** The Company recognizes the Union as the sole bargaining agent for collective bargaining purposes for its employees as defined by the certification of the Ontario Labour Relations Board, with reference to rates of pay, hours of work, and other working conditions.

### ARTICLE 3 - NO DISCRIMINATION

**3.01** Both parties agree that no discrimination or intimidation of any sort will be practiced either by the Company or by the employees by reasons of any activity, past or future, of any employee with or in respect to trade union activity or trade union membership. **Also, there shall be no discrimination by the Company or its representatives or by the Union or its members against any person in accordance with the Ontario Human Rights Act.**

**3.02** The Company agrees that it will not by means, directly or indirectly, persuade or influence, or attempt to persuade or influence, any employee against trade union membership or activity.

**3.03** Union activities permitted on the premises of the Company during the employee's working hours will be limited to those provided for by the collective agreement.

### ARTICLE 4 - MANAGEMENT RIGHTS

**4.01** The Union agrees that it is the right of the Company to maintain order, discipline and efficiency, to assess the qualifications of employees, to make, alter and amend reasonable rules of conduct and procedure for employees. The Union will be notified prior to posting of any rule changes affecting the employees. The Union may request a meeting with the Company to discuss any rules that are being changed.

**4.02** To hire, discharge, classify, transfer, promote, demote, lay-off, suspend or discipline employees, provided that if any employee believes that he has been discharged or disciplined without just and reasonable cause or that any other exercise of the foregoing rights is in conflict with the provisions of this agreement, he may have the matter dealt with under the grievance procedure.

**4.03** To generally manage the enterprise, locate, extend, curtail, or cease operations and to determine the number and classifications of men required for any and all operations, the kinds and locations of machines and tools to be used and the schedules of production.

**4.04** When judging the qualifications of employees and their ability to meet the normal requirements of the job, the Company will consider all the facts relevant to the job concerned and will exercise its judgement in a bona fide manner and on an objective basis.

**4.05** The Company shall exercise its rights subject to the terms of this agreement.

**ARTICLE 5 - CHECK-OFF**

**5.01** An employee, as a condition of employment, shall sign an authorization slip in the form shown below, giving the Company authority to deduct from the employee's earnings, initiation fees and regular monthly dues of the Union as certified by the Union to the Company, during the life of the agreement.

**5.02** In the case of each employee entering the employment of the Company subsequent to the effective date of this Agreement, the first deduction will be made in the calendar month following the month in which his first pay cheque from the Company is received by him.

**5.03** The Company will collect initiation fees and regular monthly dues in accordance with such authorization and remit monthly to the International Treasurer, United Steelworkers of America, the dues collected, together with a list of employees from whom such collections are made. The Company will supply the secretary of the local with a list of employees and total dues deducted for the calendar year in time for income tax receipts to be issued.

Effective July 1, 1991, the Company will deduct one cent (\$0.01) per hour worked from the wages of an employee who agrees to such deduction and shall remit the dues collected on a monthly basis to the Humanity Fund.

**5.04** The Company shall not be held liable or responsible for any dues other than those actually collected on behalf of the Union.

**5.05** Authorization for check-off of Union dues

I hereby authorize the Company to deduct monthly dues as certified by the Union from my pay each month and forward same to the International Treasurer, United Steelworkers of America.

Signed by .....

Department ..... Clock No. ....

Date .....

**ARTICLE 6 - GRIEVANCE PROCEDURE**

**6.01** Should any difference arise between the Company and any of the employees, an earnest effort shall be made to settle such difference in the following manner.

**6.02** If an employee has any complaint or question which he wishes to discuss with the Company, he shall take the matter up with his immediate supervisor, and he may be accompanied by the steward in his department if he requests such assistance.

If such complaint or question is not settled to the satisfaction of the employee concerned within one (1) working day, or within any longer period which may be mutually agreed upon at the time, then the following steps of the grievance procedure may be invoked in order.

**STEP ONE-** The steward in his department shall state the grievance of the employee (or employees) in writing on forms provided by the Company, and shall deliver a copy to the immediate supervisor of the employee concerned. Any such grievance must be submitted within ten (10) plant working days following the occurrence which led to the grievance except if such grievance is regarding a C.W.S. description or classification, or the grievance is under discussion between the Company and the Union. If within one (1) working day from the time when such representations were presented to the supervisor a decision satisfactory to the employee is not given, then

**STEP TWO -** Such employee, accompanied by the steward attached to his department, may within five (5) working days after the decision of the supervisor in Step One has been given, present his representations to the respective **Division Manager**. The respective **Division Manager** shall give his decision in writing within two (2) working days from the time such written representations were presented to him and if a decision satisfactory to the employee is not given, then

**STEP THREE-** The grievance committee may, by notice in writing to the **General Manager** to be given within five (5) working days after the decision was given in Step Two, request a meeting to discuss such grievance. The **General Manager** shall notify the grievance committee of the time and place at which the meeting will take place. Such meeting shall be held not later than five (5) days after such a request has been received by the **General Manager**.

The **General Manager** will give a decision in writing within five (5) working days after the meeting has been held. The **General Manager** will not be called upon to meet more than three grievance committee members together with the steward and/or employee involved, if necessary, at any one time.

**6.03** When two or more employees in the same **department** have a common grievance respecting the interpretation or alleged violation of this agreement, this shall be a group grievance and be presented to the Division Manager concerned by not more than two of the group accompanied by a steward as provided in **Step Two** and subsequent steps of the grievance procedure.

**6.04** Other officials or representatives of the Company occupying positions lower in authority than the representatives dealing with any particular stage of the grievance procedure may be present if the Company so desires. A general representative of the United Steelworkers of America or his nominee may be present at Step Three. If the grievance is not satisfactorily disposed of, the matter may then be referred to arbitration.

**6.05** In the event that a designated member of management or the union is not available for any reason to deal with a grievance, it shall be dealt with by another official of the Company or the Union who shall be designated and vested with equal authority for that purpose.

## **ARTICLE 7 - DIFFERENCE BETWEEN COMPANY AND UNION**

**7.01** When there are any differences directly between the Union and the Company respecting the interpretation or alleged violation of this agreement, they may be presented in writing by either the Company or the Union to the other **at Step Three of the grievance procedure**.

## **ARTICLE 8 - ARBITRATION**

**8.01** Should there be any difference concerning the interpretation or alleged violation of this agreement which has not been satisfactorily settled under the foregoing provision, the matter may then be referred to

arbitration as hereinafter provided. Notice of reference to arbitration shall be given in writing by one party to the other within fifteen (15) working days after the decision of the management at Step Three.

**8.02** The Company and the Union agree that when a grievance is properly appealed to arbitration, the parties within ten (10) working days following receipt of the written appeal, will select a single arbitrator.

**8.03** Should the parties fail to agree within ten (10) working days upon such an arbitrator, the Ontario Ministry of Labour shall be asked to appoint an arbitrator. The findings of the arbitrator as to the facts and as to the interpretation of this agreement shall be conclusive and binding upon all parties concerned, but in no case shall the arbitrator be authorized to make any decision inconsistent with the provisions of this agreement, nor to alter, modify, or amend any part of this agreement.

**8.04** No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.

**8.05** Each of the parties to this agreement will bear equally one-half the expenses of the arbitrator. Witness fees and allowances shall be paid by the party calling the witnesses.

**8.06** No matter may be submitted to arbitration which has not been properly carried through all applicable steps of the grievance procedure.

**8.07** At any step of the grievance procedure including arbitration, the conferring parties may have the assistance of the employee or employees concerned and any necessary witnesses, and all reasonable arrangements will be made to permit the conferring parties to have access to the plant to view disputed operations and to confer with the necessary witnesses.

## **ARTICLE 9 - TIME LIMITS**

**9.01** The time limits of proceedings to Step One, Step Two, Step Three and Arbitration set forth above, shall be observed. **If required action is not taken by the initiating party of the grievance within the specified time limits, the grievance shall be deemed to have been abandoned. If the required action is not taken by the receiving party of the grievance within the specified time limit, the grievance shall be deemed to have succeeded.**

**9.02** Any and all time limits in each step of the grievance procedure may be extended by mutual agreement of the parties. Such extension shall be in writing.

**9.03** In considering time limits in the grievance procedure, Saturdays, Sundays, Statutory holidays, and plant vacation shutdown shall not be considered working days.

**9.04** When a grievance is filed under Article 11, the time limit in Steps Two and Three above is to be reduced to one (1) working day for Step Two; three (3) working days instead of five (5) working days in the first paragraph of Step Three, and three (3) working days instead of five (5) working days in the second paragraph of Step Three.

## **ARTICLE 10 - UNION STEWARDS AND GRIEVANCE COMMITTEE**

**10.01** The Company acknowledges the right of the Union to appoint or otherwise select a reasonable number of stewards to assist employees in presenting their grievance to the representatives of the Company. The number of stewards to be so selected shall not exceed nine (9) for the entire operation. Stewards shall be selected from among the permanent employees only.

**10.02** During the temporary absence of a steward up to twenty (20) working days, the Union shall designate an alternate steward to act in his place and shall notify the Company of the name of the alternate.

**10.03** The Union acknowledges that stewards, members of committee, and Union officers, have regular duties to perform on behalf of the Company and that such persons will not leave their regular duties without obtaining the permission of their immediate supervisor, and when resuming their regular duties they will report to their supervisor and will give any reasonable explanation which may be requested with respect to their absence.

**10.04** It is clearly understood that stewards and members of negotiating and grievance committees will not absent themselves from their regular duties unreasonably in order to deal with the grievances of the employees, or with meetings called by the management; and that in accordance with this understanding the Company will compensate such employees for the time spent in negotiating with the Company in handling grievances of employees and attending meetings of the grievance committee with the Company at their regular rate of pay, and that this does not apply to time spent on such matters outside of regular working hours.

**10.05** Each of the stewards shall be a member of the Union grievance committee and one of the stewards will be designated as chief spokesman for the committee. It shall not be necessary for more than three stewards to attend any meeting of the grievance committee with the management of the Company.

**10.06** The general grievance committee shall meet with the Company at such times as it submits an agenda of business to be transacted and gives two (2) working days notice of the meeting.

#### **ARTICLE 11 - DISCHARGE AND DISCIPLINE**

**11.01** Management shall not take disciplinary action without first warning the employee, unless the circumstances justify immediate discipline or discharge. In the event of a claim that an employee has been **disciplined unjustly**, or unreasonably, the grievance shall be filed at Step 2 of the grievance procedure as outlined in Article 9.04 **in the event of a claim that an employee has been discharged unjustly, or unreasonably, the grievance shall be filed at Step 3 of the grievance as outlined in Article 9.04.**

**11.02** The Company and the Union agree that disciplinary penalties shall not be imposed unreasonably or unjustly. Every case of discharge shall be discussed with the Union. **When discharge or discipline is to take place, any written warnings shall be given or confirmed in the presence of a union steward, if the employee so requests.**

**11.03** If it is determined or agreed at any step in the grievance procedure or decided by an arbitrator that any employee has been disciplined or discharged unreasonably, or unjustly, the management shall put him back on his job with no loss of seniority and they shall pay the employee the amount he would have earned had he been working, or by any other arrangements as to compensation which is just and equitable in the opinion of the parties or in the opinion of the arbitrator, if the matter is referred to such an arbitrator.

**11.04** Upon request, the reasons for the termination of a probationary employee will be presented to the Union.

**11.05** All verbal and written disciplinary warnings shall be removed from the employees record after two years. **Viewing of the employee's file will be arranged through the employee's supervisor.**

#### **ARTICLE 12 - SENIORITY**

**12.01** (a) Except as expressly provided herein, the seniority of an individual employed by the Company means the length of his continuous service with the Company since the date of his last hiring by the Company.

(b) An employee who has worked **360 regular time hours** shall be considered a permanent employee and his name shall be added to the seniority list effective as of the date of his first shift worked.

**12.02** Seniority shall be lost and the employee shall be deemed terminated for any of the following reasons:

- i) The employee quits;
- ii) He is discharged and not reinstated;
- iii) Absence due to sickness or disability or both, except for Workers' Compensation cases, which continue for twenty-four (24) consecutive months.
- iv) is laid off and fails to return to work within ten (10) working days after he has been notified to do so by the Company by registered mail to his last known address. The employee shall be required to notify the Company within five (5) working days of the mailing date of the notice of recall that he will return to work within the ten working day period.
- v) He is absent from work for more than five (5) consecutive days without furnishing to the Company either by telephone or letter a satisfactory explanation of such absence;
- vi) Lay-off in excess of twelve (12) months where the employee has less than one (1) year's seniority at the date of lay-off.
- vii) Lay-off in excess of twenty-four (24) months where the employee has one (1) or more year's seniority at the date of lay-off.
- viii) If the Company rehires a former employee after twelve (12) months but before thirty (30) months continuous lay-off, the employee will be reinstated with previously earned seniority up to the time of the original lay-off.

**12.03** If a bargaining unit employee leaves or has left the bargaining unit he shall retain his seniority in the bargaining unit for a period of **six (6) months** only and shall not be credited with any seniority in the bargaining unit during his absence. Employees returning to the bargaining unit more than **six (6) months** after so leaving shall be considered a new hire. This section is for the purpose of promotion, demotion, layoff and recall. This section will not be used to provide layoff protection to any members of the bargaining unit.

### Seniority Lists

**12.04** The Company will prepare and post in January and July of each year on bulletin boards, lists showing the plantwide and departmental seniority of each employee as at December 31st and June 30th respectively. An employee may make complaint as to the correctness of his seniority date during a period of two weeks following the posting of his seniority date. Two copies of each list will be supplied to the Union.

### Temporary Transfers



**12.05** An employee who is temporarily transferred twenty (20) working days or less from his regular job shall be paid the standard hourly rate of the job to which he has been transferred, provided such rate is not less than that of his regular job.

If the rate of the job to which he is temporarily transferred, but not as a result of lay-off, at his own request, is less than the rate of his regular job, he shall be paid the rate of his regular job during the period of such temporary transfer.

If a temporary transfer is known to be longer than five (5) working days, senior employees shall be given preference to accept or decline where it is considered by the Company that it will not interfere with the efficiency of the operations.

**12.06** Employees may not grieve regarding temporary transfers within the plant provided standard hourly rates are paid consistent with 12.05, except a more senior man may grieve if not given preference as in 12.05 above.

**12.07** In the case of temporary transfers, an employee's seniority shall be retained in his original department.

**Lay-Offs and Recalls**

**12.08** Layoffs and/or recalls (except layoffs of three (3) working days or less) shall be according to seniority except where special qualifications necessary for certain work can be demonstrated by the Company. The Company may consider qualifications, meaning "ability", of the employee to do the job in question.

**12.09** Departmental seniority will apply in a temporary lay-off within a department. Departments are: Core Shop, Melting, Finishing, Maintenance, Plate Shop, Machine Shop, Ni-Hard Foundry, Pattern, and Yard.

**12.10** A temporary lay-off for the purpose of 12.09 shall be considered to be not more than five (5) working days.

**12.11** Any lay-off exceeding five (5) working days shall invoke plant-wide seniority. The method used to invoke plant-wide seniority will depend on the length of the lay-off and number of men involved on the basis of the following schedule.

No. of employees laid off	Length of lay-off
5 or under	5 days
6 to 15	10 days
16 and over	20 days

If the length of lay-off and number of employees involved is within the limits shown above, plant-wide seniority will be invoked according to 12.08. Any vacancies created by the above will be filled by employees from the department originally affected by the lay-off on the basis of seniority.

If the length of lay-off and number of employees involved exceeds the above limits, in applying plant-wide seniority, the Company shall:

1. First, lay-off all probationary employees;
2. Second, lay-off the required number of employees starting at the bottom of the seniority list;
3. Third, senior employees displaced by the lay-off shall have the right of transfer to any job on the basis of his seniority and his ability and previous experience in the job in question. This right must be exercised within five (5) days of notification of displacement.

The duration of lay-off used in applying the above, will be that estimated by the Company to the best of its knowledge at the time the lay-off occurs. Employees will not have the right to grieve retroactively if the actual time of the lay-off varies from that estimated originally by the Company.

**12.12** In the event of layoff due to lack of work, the Company will, **except in circumstances beyond the Company's control**, give the affected employee three (3) working days notice in advance. A copy of any notice to employees regarding layoff and stating the reason therefore shall be given to the Union.

**12.13** In the event of a layoff, the Chief Executive Officer of Local 4354 shall be retained by the Company in any department, so long as there is work to do for which he has the qualifications, meaning "ability".

In the event of a layoff affecting their departments, Stewards with five (5) or more years' seniority shall be retained by the Company in their respective departments, so long as there is work to do in their respective departments for which they have the qualifications, meaning "ability".

**12.14** Should an employee be transferred as a result of a lay-off or reduction in his department, he shall retain his seniority in that department and shall return to his former job when it becomes available.

Should an employee who has been transferred as a result of a lay-off apply for and be accepted for a posted job, he will lose his right to return to his original job and that right will be transferred to the job for which he successfully applied.

**12.15** When recalling any employee who retains his seniority, the Company will notify the employee by registered mail stating the job available and the time of starting. The notice of recall will be sent to the last address of the employee on record with the Company.

When employees are recalled after a lay-off, they shall have the right to return to their regular job prior to lay-off when it again becomes available.

### **Promotions**

**12.16** Promotion or transfer to any position within the bargaining unit shall be according to seniority, provided the senior employee has successfully completed the applicable training modules. He must also demonstrate within a trial and familiarization period of not more than five (5) working days that he has the qualifications, meaning "ability" to perform the job. An employee may, however, withdraw voluntarily, in writing, prior to the expiration of the five (5) working day period.

This trial and familiarization period may be extended by mutual agreement on the application of either party. The trial and familiarization period will not apply on a temporary transfer.

The Company shall not be required to grant a trial and familiarization period to more than four (4) employees for any one job.

### **Job Posting**

**12.17** All job vacancies within the bargaining unit (other than those created by authorized leave of absence) of more than twenty (20) working days' duration shall be posted for five (5) working days. An employee may make application in writing within this period. An employee may have two (2) outstanding applications, when he accepts a trial period this automatically eliminates his other application. If he rejects a trial period then he loses all rights to that posting.

If there are no applicants for a posted job or no successful applicants, the Company may fill the job from any available source. The Company will not be required to post the job again for thirty-five (35) working days

from the completion of the trials. If the trial period does not start within ten (10) working days of posting, the steward of the department concerned will be notified.

Where an applicant is unsuccessful as an applicant to a job posting, the Company, if requested, will meet with the department Union steward and the applicant, to explain the reasons why the applicant was not successful.

**12.18** In regard to job vacancy or promotions, wherever practicable, the Company will endeavour to fill the job vacancy or promotion on a temporary basis with the senior interested employee providing he or she is qualified.

**12.19** Any employee transferred or promoted by the Company or as a result of job posting, who is unable to fulfill the normal requirements of the job shall be returned to the job he held prior to such move. An employee's voluntary right to his former job shall be held for his trial period only.

**12.20** Any qualifications gained by an employee as a result of a temporary transfer shall not be considered in selecting an employee to fill a permanent vacancy.

**12.21** An employee who has been promoted or transferred to fill a vacancy by successfully applying for a job posting shall not be eligible to fill another posted vacancy until at least three (3) months have elapsed, without the consent of the company.

**12.22** The Company and the Union may mutually agree to waive the seniority provisions of the contract in filling a vacancy in order that work may be provided for physically challenged employees who are incapable of performing their regular work.

**12.23** The job of janitor **may** be held for employees who are physically challenged and unable to perform their regular work. A senior employee who could not otherwise be employed may be permitted to displace a more junior employee provided the Company and the Union mutually agree.

**12.24** If a position is eliminated due to a technological change (and there is no layoff) an employee may use his seniority and the trial and familiarization period to transfer to another position in the bargaining **unit in accordance with Article 12.16 of the Collective Agreement**. An employee may not have a trial and familiarization period on more than two jobs and then will be placed in whatever work is available.

**12.25** In the event that a job vacancy is created by an authorized leave of absence known to be longer than six (6) months, the job shall be posted. The employee on such leave shall be returned to his regular job at the conclusion of the leave. If the vacancy exceeds twenty-four (24) months, **the job shall be posted**.

### **ARTICLE 13 - LABOUR-MANAGEMENT COMMITTEE**

**13.01** A meeting of the labour - management committee will be arranged on an as required basis during working hours on dates suitable to each party. The purpose of such meetings is to exchange information on items of mutual concern and to discuss possible grievances or complaints.

The committee members representing the Union will be as follows: the President, three (3) local Union officials and the International Union representative. The committee members representing the Company will consist of the **General Manager** and two (2) other delegates. Other participants may attend on occasions with the mutual consent of both parties.

**13.02** The Company will provide bulletin boards in mutually satisfactory locations throughout the plant. These bulletin boards shall be for the use of the Union on which to post notices of the Union appointments, meetings or social events and other non-controversial matters.

## **ARTICLE 14 - SAFETY AND HEALTH**

**14.01** The Company shall make provisions for the safety and health of its employees at the plant during the hours of their employment and provide protective devices and other equipment necessary to protect employees properly from injury or disease.

**14.02** It is agreed that the Company will give full co-operation to the employee designated by the Union to expedite workers' compensation cases.

**14.03** A joint Safety and Health Committee shall be formed comprising of three (3) Union members including the Chairman of the Safety and Health Committee and 3 Company representatives. Their function will be to promote safety and environmental hygiene in the plant, as in the following:

- 1) Identify situations that may be a source of danger to employees.
- 2) Make recommendations for the improvement of working conditions.
- 3) Make recommendations on the establishment and monitoring of measures and procedures respecting the health and safety of employees.
- 4) Maintain and keep minutes of its proceedings and recommendations.

Meetings to be held monthly following the plant inspection by the Union members.

The Union's chairman of Safety and Health Committee will represent the Union during the investigation of situations where an employee has refused work for safety reasons, and all accidents involving fatalities.

During the performance of these duties, the Company will compensate such employees for the time spent at their regular rate of pay, and that this does not apply to time spent on such matters outside of their regular working hours.

The Company shall post and keep posted the names and work locations of the committee members on the Union's bulletin board.

### **Protective Equipment**

**14.04** The Company agrees to subsidize the cost of one (1) pair of company approved safety boots to the extent of **one hundred twenty-five dollars (\$125.00)** per employee per calendar year. There will be two (2) extra pairs per calendar year for pourers and one (1) extra pair per calendar year for Yard, Shipping and Melt Deck. Probationary employees shall not be eligible for such subsidy until they have successfully completed their probationary period.

**14.05** The Company agrees to subsidize the cost of prescription safety glasses with side shields permanently attached to the extent of one hundred dollars (\$100.00) per employee per calendar year. Probationary employees shall not be eligible for such subsidy until they have successfully completed their probationary period.

### **Pay on Day of Injury**

**14.06** If any employee suffers an industrial accident while at work and is sent home by the Company, the Company will arrange the required transportation to his home, doctor or hospital and will pay the employee any loss of earnings for a full eight hour shift.

**14.07** The Company agrees to provide first aid for all times when employees are working, in accordance with Workers' Compensation Act.

#### **ARTICLE 15 - LEAVE OF ABSENCE**

**15.01** An employee who gives a reason satisfactory to the Company shall be granted a leave of absence subject to operational requirements.

**15.02** Absence with leave will be granted in writing in cases of proven sickness or accident.

**15.03** Compassionate leave of absence of up to five (5) consecutive days with pay (including the day of the funeral) will be granted to any employee who suffers the death of a son, **stepson**, daughter, **stepdaughter**, spouse or common law spouse, if the days are required by the employee to participate in the funeral or if its arrangements fall on his regular working days.

Compassionate leave of absence of up to three (3) consecutive days with pay (including the day of the funeral) will be granted to any employee who suffers the death of a member of their immediate family, if the days are required by the employee to participate in the funeral or its arrangements fall on his regular working days. "Immediate family" is defined as father or father-in-law, mother or mother-in-law, brother, sister, grandparents, grandchildren or legal guardian of the employee. Weekends (Saturday and Sunday) will be counted as one day.

Compassionate leave of absence of one (1) day with pay will be granted to any employee who suffers the death of a brother/sister-in-law and son/daughter-in-law, or spouse's grandparents, if the day required falls on his regular working day.

It is specifically understood, however, that this section shall not apply unless the employee in some manner does attend or participate in the funeral or its arrangements. Should an employee be requested to give proof of participation under this section by the Company, he shall be obliged to do so.

The Company will grant four (4) hours paid leave of absence to two (2) employees to act as pall-bearers at the funeral of employees or retired employees if requested to do so by the family of the deceased. When an employee is requested by the family of the deceased or their representative to be a pall-bearer, he should immediately notify his supervisor. In the case of more than two requests, the two senior men will be approved. The supervisor will notify the two men who qualify for paid leave on the day preceding the funeral.

**15.04** In the case of sickness or accident, the Company is to be notified, except where such notification is impractical, by day shift workers, not later than 9:00 a.m. and by the night shift workers, not later than 1:30 p.m. on the first day of absence. A leave of absence of greater than two days duration will only be granted on production of a medical certificate covering the period concerned.

**15.05** Attendance of less than five (5) hours in any day or night shift on any date will be considered absence for the day or night unless absence with leave has been granted in advance.

**15.06** The Company may grant a leave of absence, which will be considered and granted by the Company with respect to operational impact, for the time necessary for an employee to attend special training courses that, in the Company's opinion, will help an employee improve and develop skills needed for his job. The Company will subsidize one hundred (100%) of the tuition of the course. The employee will apply in writing to his immediate supervisor fourteen (14) days prior to the start date of the course. The tuition subsidy will be paid only upon presentation to his immediate supervisor of evidence of the successful completion of the course.

**15.07** The Company will grant leave of absence as requested by the Union for three (3) members to attend Union conventions or to conduct local Union business. Such leave shall not exceed an aggregate of forty-

five (45) working days in any one year. The Union shall give the Company at least one (1) week notice designating the employees for whom leave is requested.

### **Jury Service**

**15.08** The Company shall pay to any employee who may be required to serve as a juror, or any employee who is subpoenaed by the Crown as a Crown witness, in any court of law, the difference, if any, between the amount paid to him for jury or witness service and the amount he would have received for services normally rendered to the Company during the same period of time. The employee will present proof of such service and the amount of pay he received thereof.

**15.09** Employees granted leave of absence under these provisions shall accumulate seniority during their absence.

**15.10** Permission for leave of absence must be written and signed by an authorized company official.

### **ARTICLE 16 - HOURS OF WORK AND OVERTIME**

**16.01** There shall be a standard work week of forty (40) hours made up of five (5) days of eight (8) hours each and an employee is to have two (2) consecutive days off. Hours of work exchanged by an employee with another employee and consented to by the Company and hours of work exchanged by an employee with himself on his own job and consented to by the Company shall not be paid for at overtime rates.

When it is necessary to work more than one (1) shift on particular operations where the work on all shifts is identical and it will not be detrimental to the efficiency of operations, the employees in that department performing this operation will rotate shifts equally, unless other arrangements are requested by the employees and mutually agreed to by the Company and the Union representative.

**16.02** Neither the schedule of hours nor the shifts of employees will be changed without making every effort possible to give at least four (4) working days advance notice to the Union and affected employees.

**16.03** A shift starting at or after 5:00 a.m. but before 10:00 a.m. is a first or day shift.

A shift starting at or after 10:00 a.m. but before 8:00 p.m. is a second or afternoon shift.

A shift starting at or after 8:00 p.m. but before 5:00 a.m. is a third or night shift.

A shift will be considered as worked on the calendar day on which it begins. For the purpose of calculating overtime, the work week shall commence at the beginning of the employee's first shift following his two (2) consecutive days off and shall end seven (7) days later.

**16.04** The Company does not guarantee to provide work for any employee or to maintain the working week or working hours herein agreed upon, providing however, that if the necessity arises for reducing the scheduled hours of work below the standard week as outlined above, the Union shall be consulted prior to effecting such change.

**16.05** Overtime shall mean:

- a) Time worked in excess of the standard day except for exchanged hours as outlined in 16.01 above;
- b) Time worked in excess of the standard week as outlined in 16.01 above;
- c) Time worked on any day observed as one of the statutory holidays in Article 19;

All Saturday, Sunday and statutory holiday overtime shifts shall be voluntary unless part of a normal work week. All other overtime shall be on a voluntary basis except in the case of emergency or when required to maintain operations.

Overtime shall be distributed as equitably as possible among employees regularly doing that work. A record of all overtime worked and/or refused by the employees in each department will be kept by the supervisor. (Minimum of two (2) hours overtime per shift required to be recorded). The record will be available to any employee in the department by making a request to his supervisor.

**16.06** The rate for overtime shall be:

- a) One and one-half (1-1/2) times the basic rate of the employee for hours over eight (8) hours per day;  
  
First four (4) hours on Saturday or on the sixth day;  
First four (4) on statutory holidays.
- b) Two (2) times the basic rate of the employee for:  
  
Hours over four (4) on Saturday or the sixth day;  
Hours over four (4) on statutory holidays;  
Hours worked on Sunday or on the seventh day worked.

**16.07** In computing overtime pay, no time shall be taken into account more than once.

Employees participating in training outside of regular working hours shall be paid at their applicable overtime rate as outlined in Article 16.05.

The Company agrees to establish a training bank for employees participating in training. In lieu of payment at the applicable overtime rate, employees may bank training hours while in training for a maximum period of twelve (12) calendar months. An employee's training bank shall be credited on the basis of time for time while in training. The employee will be required to take the banked time within the following twelve (12) calendar months.

### **Rest Periods**

**16.08** The Company will grant a rest/lunch period of twenty (20) minutes in the first half and twenty (20) minutes in the second half of each shift, the periods to be allocated at the discretion of the departmental supervisors, but may be changed more than one-half (1/2) hour either way, due to emergency requirements.

### **Increment of Time**

**16.09** The standard increment of time for the purpose of calculating wages is six (6) minutes (1/10 hour).

**16.10** Supervisors shall not perform work which is normally performed by employees of the bargaining unit except in emergencies or when regular employees are not readily available.

### **Pay for Emergency Work**

**16.11** An employee who has already left the premises of the employer after completion of his scheduled shift and who is called out for work, shall be paid four (4) hours at his regular applicable rate, regardless of the time worked, or the pay to which he is entitled under the overtime provision, whichever is greater.

The employee will be permitted to return home when the emergency is corrected.

**16.12** Meal allowance of ten dollars (\$10.00) will be provided when working overtime of three (3) hours or more after a regular shift, when required without twenty-four (24) hours prior notification.

#### **ARTICLE 17 - PREMIUMS**

**17.01** (a) A shift premium of thirty cents (30 cents) per hour worked shall be paid to dayshift employees for work schedules on Sunday.

(b) A shift premium of thirty-five cents (35 cents) per hour shall be paid to employees for work performed on afternoon shift.

(c) A shift premium of fifty cents (50 cents) per hour shall be paid to employees for work performed on night shift.

(d) A programming premium of forty cents (40 cents) per hour shall be paid to employees while programming on the CNC Lathe.

It is understood and agreed that there shall be no pyramiding of overtime or other premiums under the provisions of this article or elsewhere in the collective agreement, except as otherwise provided for in the agreement.

#### **ARTICLE 18 - REPORTING TIME**

**18.01** Whenever an employee has been scheduled or notified to report for work and reports for such work but is advised by the Company that no work is available, he shall be paid allowed time of four (4) hours at his regular hourly rate of the occupation for which he was scheduled, or notified to report, unless notice is given as provided herein for him not to report, or unless he is offered other work and refuses such work.

**18.02** For the purpose of this article, notification, prior to the time an employee need normally leave home for the scheduled work, by telephone or by reasonable effort of notification by telephone, shall be conclusively deemed to be notice whether or not it is personally received by the employee.

**18.03** If the employee does not have a listed home telephone, he shall furnish the Company with a number which can be called for such purpose. It shall be the responsibility of the employee to keep the Company advised of a reliable telephone number for proper communication with him, together with an indication of the period of time, he normally allows for transportation between his home and his place of work.

**18.04** The above provisions do not apply to employees returning to work after an unauthorized absence, or if work is not available because of an act of God or any labour dispute.

#### **ARTICLE 19 - STATUTORY HOLIDAYS**

**19.01** An employee shall be paid for New Year's Day, Good Friday, Victoria Day, Canada Day, August Civic Holiday, Labour Day, Thanksgiving Day, December 24th, Christmas Day, Boxing Day and one (1) floating holiday to be taken at a time mutually agreed upon between Christmas and New Years. When any of the above noted holidays fall on a Saturday or Sunday, the Company will deem either the preceeding Friday or the following Monday to be the holiday for the purpose of this agreement. The rate of pay for such day shall be the employee's basic rate of pay received on the previous regularly scheduled shift. If more than one (1) rate of pay was received by the employee, the rate will be the one at which most time was spent for the normal number of hours such employee would have worked on a regular day.



**19.02** The weekly hours for the purpose of calculating overtime shall be reduced by eight (8) hours to cover every recognized statutory holiday occurring in the five scheduled days of an employee's standard work week.

**19.03** An employee shall not be entitled to payment for any of the statutory holidays listed in paragraph 19.01 unless he has:

- a) Worked the full working day preceding and following the statutory holiday. Excepted will be absences due to:
  - 1) A scheduled paid vacation.
  - 2) Any reasons listed in 19.04 and authorized by the Company in writing, provided that the statutory holiday occurs during the first seven calendar days of the leave of absence.
- b) As a new employee, worked ten (10) full days preceding such holiday.

**19.04** Leave of absence will be granted in the case of:

- a) Compassionate leave as set out in clause 15.03;
- b) Lay-off during the week in which the holiday occurs;
- c) Proven illness where the employee is not entitled to receive indemnity for the day on which the holiday occurs;
- d) Jury duty.

## **ARTICLE 20 - VACATIONS AND VACATION PAY**

**20.01** The qualifying period for determination of service is May 31st of each year. The qualifications for determination of earnings will end the last day of the last full pay period in May.

**20.02** Employees with less than one (1) year of service as of May 31st of the current year shall be granted a vacation of one (1) day for each month of employment to a maximum of ten (10) working days with pay equal to four percent (4%) of gross earnings prior to the end of the last pay period in May.

**20.03** After one (1) years' service, all employees shall receive two (2) weeks vacation with pay at four percent (4%) of their gross earnings for the previous year.

**20.04** After five (5) years' service, all employees shall receive three (3) weeks vacation with pay at six percent (6%) of their gross earnings for the previous year.

**20.05** After eight (8) years' service, all employees shall receive three (3) weeks vacation with pay at seven percent (7%) of their gross earnings for the previous year.

**20.06** After twelve (12) years' service, all employees shall receive four (4) weeks vacation with pay at eight percent (8%) of their gross earnings for the previous year.

**20.07** After fifteen (15) years' service, all employees shall receive four (4) weeks vacation with pay at nine percent (9%) of their gross earnings for the previous year.

**20.08** After twenty (20) years' of service all employees shall receive five (5) weeks vacation with pay at ten percent (10%) of their gross earnings for the previous year.

**20.09** After twenty-five (25) years' service, all employees shall receive five (5) weeks vacation with pay at eleven percent (11%) of their gross earnings for the previous year.

**20.10** After thirty (30) years' service, all employees, shall receive six (6) weeks vacation with pay at twelve percent (12%) of their gross earnings for the previous year.

**20.11** Gross earnings shall mean total income received by the employee for (1) year ending on the last day of the last full pay period in May.

**20.12** Employees leaving the Company's employ prior to having completed one (1) year service shall be entitled to vacation pay of four percent (4%) of their gross earnings.

**20.13** Employees leaving the Company's employ before their annual vacation is scheduled and having been employed for a year or more, shall be entitled to receive vacation pay, computed on the basis of their last annual vacation.

**20.14** Employees shall receive their accredited vacation pay prior to taking vacations and for that period of vacation credit only.

**20.15** All vacations not taken at the time of the annual vacation shutdown will be scheduled at a time mutually agreeable to the Company and the employee giving due consideration to seniority.

**20.16** It is agreed that if a statutory holiday falls in a scheduled vacation period, the employee shall have the privilege of taking an extra day off vacation with pay immediately before or after his scheduled vacation. The day selected must be mutually agreeable to the supervisor.

**20.17** Vacations shall be compulsory and must be taken during the calendar year and no pay shall be granted in lieu of vacation, with the exception of the sixth week where the employee may work if he so desires.

**20.18** When practicable the plant will be shutdown for vacation during the two (2) weeks prior to Civic Holiday and during the week following Christmas.

**20.19** For the purpose of vacation scheduling, the Company will post a notice on February 1st of each year to inform employees that their selection of vacation periods must be made known to the Company by April 1st. On April 15th of each year, the Company will post the vacation schedule for all employees.

## **ARTICLE 21 - GROUP BENEFIT PLANS**

The following is a brief summary of employee benefits:

### **21.01 Group Life/Accidental Death and Dismemberment Insurance**

Effective July 1, 1994, the plan will provide for a coverage of \$35,000.00.

The Company pays 100% of the cost of this benefit.

### **21.02 Weekly Indemnity Plan**

Effective July 1, 1994, this plan will provide for a coverage to coincide with the UIC maximum per week on the first day of accident, the first day of hospitalization or the fourth day of sickness to a maximum of 26 weeks.

In recognition of proposed benefit improvements, the Union agrees that the value of any UIC rebate shall accrue to the Company.

The Company pays 100% of the cost of this benefit.

### **21.03 Long Term Disability Insurance**

This plan provides coverage of 66 2/3 of basic earnings for a non-work related injury or illness to a maximum monthly benefit of \$1200.00 offset by any other income the employee may receive. Benefits are payable from the 288th day after commencement of total disability or on termination of payment under the weekly indemnity benefit, whichever is later.

Employees who after May 1, 1986, start to receive benefits under this plan, will continue to be covered by the life insurance and the supplemental health plan.

Such employees will be covered under OHIP for a period of 2 years.

Such employees will also be covered under the dental plan as long as they pay their share of the premium for this plan (50%).

The Company pays the full cost of this plan.

### **21.04 Health Insurance Plan**

**This insurance is designed to supplement the benefits available to employees through Ontario Employer Health Tax (the provincial medical care insurance). The Company's obligation under this Article shall be to obtain health insurance from a reputable insurance company and pay the premiums in accordance therein within the terms of this Collective Agreement. If the Company changes insurance carriers, the new policy will not provide a level of coverage less than currently in force.**

There is an individual deductible of \$20.00 and/or a maximum family deductible of \$25.00 in any calendar year.

After eligible claims are reduced by the deductible, the insurance plan will pay 80% of the remainder of the claims in a calendar year up to a maximum benefit of \$8,000.00 per person while you are covered by the plan.

The Company pays 100% of the cost of this benefit.

### **21.05 Ontario Employer Health Tax**

The Company pays 100% of the cost of this plan.

### **21.06 Dental Plan**

**Effective June 1, 1997 this plan pays for 100% of eligible dental expenses according to the 1997 Ontario Dental Association schedule.**

**Effective May 1, 1998 this plan pays for 100% of eligible dental expenses according to the 1998 Ontario Dental Association schedule.**

**Effective May 1, 1999 this plan pays for 100% of eligible dental expenses according to the 1999 Ontario Association schedule.**

**Effective May 1, 2000 this plan pays for 100% of eligible dental expenses according to the 2000 Ontario Association schedule.**

**Effective May 1, 2001 this plan pays for 100% of eligible dental expenses according to the 2001 Ontario Association schedule.**

The cost of this plan will be shared 50% by the Company and 50% by the employee.

**21.07 Pension Plan**

This plan provides a pension at retirement (age 65) of \$18.50 per month per year of service since March 11, 1993.

**Effective May 1, 1997 this plan provides a pension of \$19.00 per month per year of service.**

**Effective May 1, 1998 this plan provides a pension of \$21.00 per month per year of service.**

**Effective May 1, 1999 this plan provides a pension of \$23.00 per month per year of service.**

**Effective May 1, 2000 this plan provides a pension of \$24.00 per month per year of service.**

**Effective May 1, 2001 this plan provides a pension of \$25.00 per month per year of service.**

The Company pays 100% of the cost of this benefit.

Booklets and other printed material describing the above group benefit plans are made available to the employees and can be obtained at the accounting office. These plans are governed by the insurance policies issued to the Company.

**ARTICLE 22 - WAGES**

**22.01** The co-operative wage study (C.W.S. manual for job description, classification and wage administration) dated January 1969, (hereinafter referred to as "The Manual") is incorporated into this agreement as Appendix "A" and its provisions shall apply as if set forth in full herein.

**22.02** Each employee's job shall be described and classified and a rate of pay applied to such employee in accordance with the provisions of the agreement.

**22.03 Effective June 1, 1997, wage rates are as follows:**

**All employees will receive a \$100.00 lump sum signing bonus.**

**Class 1 to 20 there is a general wage increase of twenty-five cents per hour.**

<b>Standard Job Class</b>	<b>Hourly Rate</b>	<b>Standard Job Class</b>	<b>Hourly Rate</b>
1	11.83	11	14.94
2	12.01	12	15.28
3	12.18	13	15.61

4	12.36	14	15.95
5	12.53	15	16.28
6	12.71	16	16.62
7	13.60	17	16.95
8	13.94	18	17.29
9	14.27	19	17.62
10	14.61	20	17.96

22.04 i) Effective first full pay in May 1998 wage rates are as follows:

Classes 1 to 20 there is a general wage increase of fifteen cents per hour.

Standard Job Class	Hourly Rate	Standard Job Class	Hourly Rate
1	11.98	11	15.09
2	12.16	12	15.43
3	12.33	13	15.76
4	12.51	14	16.10
5	12.68	15	16.43
6	12.86	16	16.77
7	13.75	17	17.10
8	14.09	18	17.44
9	14.42	19	17.77
10	14.76	20	18.11

ii) Effective first full pay in November 1998 wage rates are as follows:

Classes 1 to 20 there is a general wage increase of fifteen cents per hour.

Standard Job Class	Hourly Rate	Standard Job Class	Hourly Rate
1	12.13	11	15.24
2	12.31	12	15.58
3	12.48	13	15.91
4	12.66	14	16.25
5	12.83	15	16.58
6	13.01	16	16.92
7	13.90	17	17.25
8	14.24	18	17.59
9	14.57	19	17.92
10	14.91	20	18.26

iii) Effective first full pay in May 1999 wage rates are as follows:

Classes 1 to 20 there is a general wage increase of fifteen cents per hour.

Standard Job Class	Hourly Rate	Standard Job Class	Hourly Rate
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1	12.28	11	15.39
2	12.46	12	15.73
3	12.63	13	16.06
4	12.81	14	16.40
5	12.98	15	16.73
6	13.16	16	17.07
7	14.05	17	17.40
8	14.39	18	17.74
9	14.72	19	18.07
10	15.06	20	18.41

iv) Effective first full pay in November 1999 wage rates are as follows:

Classes 1 to 20 there is a general wage increase of fifteen cents per hour.

Standard Job Class	Hourly Rate	Standard Job Class	Hourly Rate
1	12.43	11	15.54
2	12.61	12	15.88
3	12.78	13	16.21
4	12.96	14	16.55
5	13.13	15	16.88
6	13.31	16	17.22
7	14.20	17	17.55
8	14.54	18	17.89
9	14.87	19	18.22
10	15.21	20	18.56

v) Effective first full pay in May 2000 wage rates are as follows:

Classes 1 to 20 there is a general wage increase of twenty-five cents per hour.

Standard Job Class	Hourly Rate	Standard Job Class	Hourly Rate
1	12.68	11	15.79
2	12.86	12	16.13
3	13.03	13	16.46
4	13.21	14	16.80
5	13.38	15	17.13
6	13.56	16	17.47
7	14.45	17	17.80
8	14.79	18	18.14
9	15.12	19	18.47
10	15.46	20	18.81

vi) Effective first full pay in November 2000 wage rates are as follows:

Classes 1 to 20 there is a general wage increase of twenty-five cents per hour.

Standard Job Class	Hourly Rate	Standard Job Class	Hourly Rate
1	12.93	11	16.04
2	13.11	12	16.38
3	13.28	13	16.71
4	13.46	14	17.05
5	13.63	15	17.38
6	13.81	16	17.72
7	14.70	17	18.05
8	15.04	18	18.39
9	15.37	19	18.72
10	15.71	20	19.06

22.05 i) Effective first full pay in May 2001 wage rates are as follows:

Classes 1 to 20 there is a general wage increase of twenty-five cents per hour.

Standard Job Class	Hourly Rate	Standard Job Class	Hourly Rate
1	13.18	11	16.29
2	13.36	12	16.63
3	13.53	13	16.96
4	13.71	14	17.30
5	13.88	15	17.63
6	14.06	16	17.97
7	14.95	17	18.30
8	15.29	18	18.64
9	15.62	19	18.97
10	15.96	20	19.31

ii) Effective first full pay in November 2001 wage rates are as follows:

Classes 1 to 20 there is a general wage increase of twenty-five cents per hour.

Standard Job Class	Hourly Rate	Standard Job Class	Hourly Rate
1	13.43	11	16.54
2	13.61	12	16.88
3	13.78	13	17.21
4	13.96	14	17.55
5	14.13	15	17.88
6	14.31	16	18.22
7	15.20	17	18.55
8	15.54	18	18.89
9	15.87	19	19.22
10	16.21	20	19.59

**22.06** As of the date the standard hourly wage scale becomes effective, the standard hourly rate for each job class shall be the standard hourly rate for all jobs classified within such job class and shall so continue for the duration of the standard hourly wage scale and shall be applied to any employee in accordance with the provisions of this agreement.

Probationary employees shall be paid a wage rate \$2.00 less than the classification rate.

**22.07** Each standard hourly rate established under Section 22.03, 22.04, 22.05 shall be:

- a) The established rate of pay for all hours paid for a non-incentive job; and
- b) The established hourly base rate and minimum guaranteed rate of pay under any incentive applied to the job in accordance with the provisions of this article.

**22.08** Except as otherwise provided by this agreement, the established rate of pay for each production or maintenance job, other than trade or craft or apprentice job, shall apply to any employee during such time as the employee is required to perform such job.

**22.09** Except as otherwise provided by this agreement, the established rate of pay for a trade or craft or apprentice job shall apply to any employee during the time such employee is assigned to the respective rate classifications in accordance with the provisions of this agreement.

#### **Out-Of-Line Differentials**

**22.10** The Company shall furnish to the Union a list agreed to by the Company and the Union of employees who are to be paid "out-of-line differentials". Such list shall contain the following information:

- a) Name of incumbent to whom such "out-of-line differential" is to be paid.
- b) Job title of job on which "out-of-line differential" is to be paid.
- c) Job classification of such job.
- d) Standard hourly rate of such job.
- e) Amount of "out-of-line differential".
- f) Date such "out-of-line differential" became effective.

**22.11** Except as such "out-of-line differential" may be changed by the means hereinafter provided, any employee included in the list referred to in Section 22.10 shall continue to be paid such "out-of-line differential" during such time as the employee continues to occupy the job for which the differential was established.

**22.12** If an employee with an "out-of-line differential" is transferred or assigned to a job having a higher standard hourly rate, then the differential shall be reduced by the amount of the increase in the standard hourly rate.

**22.13** If, as a result of layoff and the exercise of seniority rights, or at his own request, an employee with an "out-of-line differential" is moved to a job having a lower standard hourly rate, then the "out-of-line differential" shall be cancelled.



**22.14** If such employee referred to in Sections 22.12 and 22.13 shall be returned to the job for which the "out-of-line differential" was established, the "out-of-line differential" shall be reinstated except as it may have been reduced or eliminated by other means.

**22.15** When an employee would, in accordance with the terms of this agreement, be entitled to receive his regular rate, he shall also receive any "out-of-line differential" to which he is entitled.

**22.16** In addition to the means herein provided, increases in the increment between job classes shall be used to reduce or eliminate "out-of-line differentials".

**22.17** Except for the application of the "out-of-line differential" as called for herein, the terms of this agreement governing transfer shall apply.

### **Learner Rates**

**22.18** Learner jobs requiring "learner" rates, due to lack of adequate training opportunity provided by the promotional sequence of related jobs, shall be negotiated and made a part of this agreement.

**22.19** A schedule of learner rates for the respective learning periods of 520 hours of actual learning experience with the Company on jobs for which training opportunity is not provided by the promotional sequence of related jobs, shall be established at the level of the standard hourly wage scale rates for the respective job classes. This determination shall be on the basis of the required employment training and experience time specified in Factor 2 of the job classification record of the respective job as follows:

a) Code C: Seven to twelve months:

1) One learner period classification at a level two job below the job class of the job.

b) Code D: Thirteen to eighteen months:

1) A first learner period classification at a level four job classes below the job class of the job, and

2) A second learner period classification at a level two job classes below the job class of the job.

c) Code E and higher: Nineteen months and above:

1) A first learner period classification at a level six job classes below the job class of the job.

2) A second learner period classification at a level four job classes below the job class of the job, and

3) A third learner period classification at a level two job classes below the job class of the job.

4) Employees who have had no related work experience in relation to the respective job shall serve an additional 520 hours of work in the learner period two job classes below the job class of the job.

**22.20** Learner periods shall apply only to jobs Class 8 and up, except where the provisions of Section 22.21 and 22.22 apply.

**22.21** The Company, at its discretion, may apply a learner rate to a learner on any job where another employee other than the learner is on the job, provided the learner rate applied is:

a) In the case of an employee hired for the learning job the standard hourly rate for job class 2;  
or

- b) In the case of an employee transferred from another job in the plant, the lower figure of:
- 1) The standard hourly rate of the job from which transferred;
- or
- 2) The standard hourly rate of the job being learned.

**22.22** The learner provisions set forth in Section 22.21 shall apply:

- a) For a period of time sufficient to learn to do the job, provided that such period shall at no time exceed 520 hours:
- b) Only to provide replacements for job vacancies and
- c) In accordance with the provisions of this agreement for filling vacancies.

**22.23** The Company shall furnish the Union on the form set forth as Exhibit "C" of the manual, a list of jobs agreed to by the Company and the Union as appropriate for the application of learner rates. Such list may be added to or deleted from by mutual agreement of the Company and the Union. The schedule of learner rates set forth in Section 22.19 shall apply only to jobs in this list.

**22.24 Employees' time spent on a job requiring a learner schedule shall be cumulative and shall be paid for at the standard hourly rate of the job.**

**22.25** Any employee who has qualified for a job through a learner schedule shall not be required to repeat that learner schedule.

**22.26** The established learner rate of pay for each learner period classification shall apply in accordance with learner training periods as defined in Section 22.19. However, an employee whose current rate of pay is higher than the minimum rate of a learner job to which he has acceded, shall maintain his current rate, but not higher than the standard hourly rate of the job being learned until such time as the rate of the applicable learner period classification is equal to or exceeds his present rate.

**22.27** Any employee, when assigned to a job on which a learner rate applies, shall be credited in the learner schedule with all time previously worked such job, or, in the case of a "grouped" job, on a job in such group. It is agreed that such past time shall be computed from reasonably recent records of the Company.

### **Incentives**

**22.28** Should the Company desire to install incentives to cover any jobs, the following shall govern:

- a) The standard hourly rates for the respective jobs shall be the base rates and minimum hourly guaranteed rates for such incentives; and
- b) The Company shall discuss with and explain to the appropriate employees and the Union the development of any incentive plan and reach mutual agreement with the Union regarding such incentive plan before such incentive plan is installed.

### **General**

**22.29** Any mathematical or clerical errors made in the preparation, establishment or application of job descriptions, classifications or standard hourly rates shall be corrected to conform to the provisions of this agreement.

**22.30** Except as otherwise provided, no basis shall exist for any employee covered by this agreement to allege that a wage rate inequity exists.

**22.31** When new or changed jobs are submitted to the Union for approval, the Union's C.W.S. committee shall:

- a) Be granted sufficient time away from their regular duties to check and carry out the manual procedures regarding such jobs.
- b) Suffer no loss of earnings during such procedures.
- c) Return to their regular employment as soon as this work is completed. The amount of time necessary shall be agreed upon between the parties, when such changes are submitted.

It is understood and agreed that the Company and the Union shall update and amend the CWS Manual within six (6) months of the ratification of this agreement. The parties will meet to discuss the work schedule and the required time off.

**22.32** Cost of Living Allowance (C.O.L.A.)

- a) Although the C.O.L.A. clause will remain in the agreement, there will be no calculation and payment of any additional C.O.L.A. during the life of this agreement.
- b) The Cost of Living Allowance provided herein shall be an added or subtracted amount to the hourly earnings of each employee for all hours worked and shall be paid for statutory holidays and other paid leave of absence as provided in this agreement but shall not be used in computation of overtime premiums.

Such allowance was previously calculated as follows:

"Following the issuance of the March Consumer Price Index (1971 = 100) it shall be based on a 0.30 rise or fall equals 1 cent (1 cent) per hour depending on the variance between December and

March C.P.I. from then on adjustments will be made as indicated by the C.P.I. each quarter i.e. - July for June, October for September, January for December and April for March."

"There shall be no reduction beyond the figure established for the month of July 1980."

No adjustments, retroactive or otherwise, shall be made due to any revision which may later be made in any published Canada Consumer Price Index.

The continuation of this Cost of Living Allowance shall be dependant on the publication of the Canada Consumer Price Index in its present form. Should Statistics Canada discontinue or revise the C.P.I. the parties shall promptly meet and decide how the provisions agreed to in this section shall be administered for the term of the existing agreement."

## **ARTICLE 23 - NO CESSATION OF WORK**

**23.01** The Company agrees that it will not cause or direct any lock-out of its employees, and the Union agrees that there will be no strike or other collective action which will stop or interfere with production and that

if any such collective action should be taken it will instruct its members to carry out the provisions of this agreement and to return to work and perform their duties in the usual manner.

**ARTICLE 24 - CONTRACTING OUT**

The Company acknowledges that the Union has a concern over "contracting out".

However, the Company must have due regard to the availability of equipment, engineering, skills, manpower, supervision and services on the operation efficiency and profitability. The Company thus reserves the right to contract work to the extent consistent with sound business practices.

However, the Company is willing to discuss concerns with the Union about contracting out at a labour-management committee meeting.

The Company is genuinely interested in maintaining employment opportunities for its skilled trade employees consistent with the needs of the Company. In no case shall **onsite contracting out** be for the purpose of laying off bargaining unit employees or them losing their employment.

**ARTICLE 25 - PERMANENT PLANT CLOSURE**

In the event of a permanent plant closure, the Company will meet with the Union to discuss a plant closing schedule and severance pay arrangements.

**ARTICLE 26 - DURATION AND RENEWAL**

**26.01** This Agreement shall cover the period from **May 1, 1997 to April 30, 2002** and shall continue from year to year after that date unless either party gives notice in writing of its intent to renew or amend the agreement as hereinafter provided.

**26.02** Either party desiring to amend or renew this agreement shall give notice in writing of its intentions within a period of not less than 30 days and not more than 90 days prior to the termination date of the agreement.

**26.03** If notice to amend or renew is so given, negotiations shall commence not later than 30 days after such notice or as soon thereafter as is mutually agreed.

**26.04** If, pursuant to such negotiations, an agreement is not reached on the amendment or renewal of the agreement prior to the current expiration date, this agreement shall continue in full force and effect in accordance with the terms and conditions of the Ontario Labour Relations Act, in particular S. 52(2), RSO 1980.

Dated at New Liskeard, Ontario this 26th day of May, 1997.

FOR THE COMPANY

FOR THE UNION

T. Eby  
G. Godreau  
L. Renaud

J. Kmit  
T. Hamilton  
W. Birnie  
J. Brake



## LETTER OF INTENT

### Technological Change

The parties acknowledge that the long term interests of both the Company and the employees are best served if the Company maintains, and improves if possible, its competitive position. In order to do this, the Company has to strive to make as many technological changes as possible. However, both parties recognize the importance of lessening the effects of technological changes as much as reasonably possible on the security and earnings of employees, particularly those older in service.

"Technological change" means the automation of equipment or the mechanization or automation of duties, or the replacement of equipment or machinery which affects the employees' basic rate of pay or job security.

All reasonable efforts will be made if the situation arises, to provide affected employees with training or re-training on a job which could potentially provide as closely as possible the job classification level which they held before being affected. These efforts will be subject to operating requirements and the availability of training opportunities.

If requested, and within fifteen (15) working days of such request, the parties will meet for the purpose of discussing the probable effects of technological changes on the employees involved and possible solutions for adversely affected employees. At such time, the pertinent information will be provided to the Union.

### Educational Leave

At negotiations, the Company indicated that for the duration of this Collective Agreement it would consider special requests for a leave of absence with pay for the time necessary for an employee to attend an education institute for the purpose of furthering his education if the course is allied to his employment. The following criteria, while not exhaustive in scope, will form the basis of the Company's decision:

- i. Type of Course
- ii. Duration of Course
- iii. Operational Requirements
- iv. Operational Efficiency

**LETTER OF UNDERSTANDING**

Union Member List

The Company shall supply the Union with the name and address of all bargaining unit members twice yearly, July 1 and December 31.

**LETTER OF UNDERSTANDING**

**The company will furnish the Union with a list of supervisors and the departments they represent along with any other persons of authority. The Union will furnish the Company with a list of stewards and the departments they represent along with any union executives. These lists will be updated and reissued as required.**



**LETTER OF UNDERSTANDING**

**It is in the best interest of both the Company and the employee to return to work after long absences due to illness or non-work related injury. The Company will continue to work with our Industrial Nurse, the doctors involved, and our benefit carrier to ensure a job reorientation program that is suitable to both the individual and the Company.**

**LETTER OF UNDERSTANDING**

**After the ratification of the current agreement, the Company will move towards upgrading and completing the training manuals to be used in connection with Article 12.16 of the Collective Agreement. The Company will attempt to complete this by the end of December 1997.**

**LETTER OF UNDERSTANDING**

**A student employee is a person who is attending a full-time program at an educational insitute. The Union agrees that students employed will be excluded from the bargaining unit. The Company agrees that such students will not displace permanent employees nor be hired while there are any permanent employees on layoff.**

**LETTER OF UNDERSTANDING**

**A temporary employee is a person who has been hired for a specific job of a temporary nature. The Company agrees that temporary employees will not displace permanent employees. The Company will notify the Union of the occurrence of a temporary position and the Company will then post that position as per Article 12.16 of the Collective Agreement. The position will then be filled immediately from any available source. If there is a successful applicant from within the bargaining unit, he will replace the temporary employee. Regular employees who undertake a temporary job will, upon completion of the job, be returned to their former job of record. Employees who were on layoff will be returned to layoff.**

**LETTER OF UNDERSTANDING**

**With regards to Article 21.02 of the Collective Agreement, both parties agree that from May 1, 1997 to April 30, 2002 the current UIC maximum of \$750 under the Weekly Indemnity Plan will not be reduced. This will maintain a payout of \$413 per week for the employee with maximum insurable earnings (\$750.00)**

**APPENDIX "B"****NEW LISKEARD****JOB CLASSIFICATIONS**

<b>JOB CLASS</b>	<b>JOB TITLE</b>
1.	Janitor
2.	
3.	Yard Labourer
4.	
5.	Stationary Grinder Casting Shakeout Man Burner (Yard)
6.	
7.	Operator Shot Blast Pattern Maker Helper Production Coremaker Shake-Out Utility Man
8.	Painter Craneman Shake-Out Machine Operator "B" Core Rammer Casting Finisher "C"
9.	Machine Operator "A" Operator Radial Drill Craneman Moulding Induction Furnace Charger
10.	Casting Repairman Warehouse Man Burner "A" Yard Utility Person "A"
11.	Fitter Assembler (Prod.) Operator Turret Lathe Foundry Utility Man Craneman (Mould and Pour) Coremaker Bench Utility Machine Operator

- 12. Metal Pourer  
Casting Finisher "A"  
Casting Finisher "B"  
Line Moulder  
Melt Deck Utilityman  
Pattern Chaser  
Operator Heat Treat Oven
- 13. Welder Structural  
Coremaker Floor  
Forger  
Pep Set Mould Finisher
- 14. Electric Furnace Operator
- 16. Welder "A"  
Fitter Assembler (Jobbing)  
Mechanical Repairman  
Floor Moulder Jobbing  
Shipper/Inspector
- 17. Layout Man  
Machinist  
Electrician - Wireman  
Fitter - Welder  
Millwright
- 17. Pattern Maker

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