

SOURCE	LO		
EFF.	90	08	16
TERM.	92	08	15
No. OF EMPLOYEES	204		
NOMBRE D'EMPLOYÉS	L.W.		

AUGUST 16, 1990

to

AUGUST 15, 1992

AGREEMENT

between

KAWNEER COMPANY CANADA LIMITED

SCARBOROUGH

ONTARIO

and

SHOPMEN'S LOCAL UNION NO. 835

of the

INTERNATIONAL ASSOCIATION OF BRIDGE,
STRUCTURAL AND ORNAMENTAL IRON WORKERS
(affiliated with the AFL - CIO)

SEP 19 1991

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AGREEMENT

THIS AGREEMENT, executed and effective as of the 16th day of August, 1990, by and between KAWNEER COMPANY CANADA LIMITED, 1051 Ellesmere Road, Scarborough, Ontario, and 4496 Chesswood Drive, Downsview, Ontario, hereinafter referred to as the "Company" and SHOPMEN'S LOCAL UNION No. 835 of the INTERNATIONAL ASSOCIATION OF BRIDGE, STRUCTURAL AND ORNAMENTAL IRON WORKERS (affiliated with the AFL-CIO), hereinafter referred to as the "Union".

PURPOSE OF AGREEMENT

WHEREAS, this agreement is entered into by collective bargaining to prevent strikes and lockouts and to facilitate the peaceful adjustment of grievances and disputes between the Company and its employees, to prevent **waste**, unnecessary and avoidable delays and **expense**, and for the further purpose of at all times securing for the Company sufficient skilled workmen and, insofar as possible provide for Labour's continuous employment, such employment to be in accordance with the conditions and wages hereinafter set forth: also that stable conditions may prevail in the metal fabricating industry that fabricating costs may be as low as possible consistent with fair wages and conditions, and for the further purpose of establishing the necessary procedure by which these objectives may be accomplished.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein set forth and the mutual benefits likely to be obtained by harmonious relations between the Company and the Union, the parties hereto mutually **covenant** and agree as follows:

BARGAINING UNIT - MAINTENANCE WORK

Section 1. (A) This agreement shall be applicable to all of the Company's employees (save and except those employees specifically excluded below) engaged in the fabrication of iron, steel and metal products or other work in connection therewith, including maintenance work, at the Company's shops located in Metropolitan Toronto. Production work and other work in connection therewith, shall not be performed by supervisors or other employees who are excluded from the bargaining unit as set forth in this Section 1, except for the purpose of instructing other employees, performing experimental or development work and operations directly incidental thereto, in cases of emergency, in the performance of maintenance work which employees in the maintenance department are not capable of performing, in establishing and demonstrating proper methods, work procedures and plant layout, and in the investigation of operational difficulties by employees working in their professional capacity.

(B) This agreement is not intended and shall not be construed to extend to office and sales staff, shop clerks, foremen, persons above the rank of foreman, security guards, students employed during the school vacation period, nor to erection, installation or construction work or to employees engaged in such work, nor to research, development and experimental employees except those hourly rated research, development and experimental employees employed as sample makers or who work primarily from drawings or other direct instructions.

(C) "Maintenance" as used herein is intended to cover the ordinary upkeep and repair of the Company's machinery, plant and property, but is not intended to include major extensions or major remodelling.

Section 1. (continued)

(D) All reference to employees in this agreement designates both sexes and whenever the male gender is used, it shall be construed to include both male and female employees.

INTERNATIONAL NOT A PARTY TO AGREEMENT

Section 2. The International Association of Bridge, Structural and Ornamental Iron Workers, the parent body of the Union (hereinafter referred to as the "International"), is not a party to this agreement and assumes no responsibility or liability under this agreement and similarly shall have no right of redress thereunder against the Company for the breach hereof.

UNION RECOGNITION

Section 3. (A) The Company **recognizes** the Union as the exclusive bargaining representative and agent of all the Company's employees, save and except those employees specifically excluded in Section 1 hereof, for the **purpose** of collective bargaining with respect to rates of **pay, wages**, hours of employment, and other conditions of employment.

(B) The Union agrees that there will be no solicitation of new members, collection of dues, or other Union activities during working hours.

(C) On the date each new employee is hired, the Company shall submit to such employee an application, in duplicate, for membership in the Union and a check-off **authorization** which shall be signed by such employee. The duplicate copies of the application for membership and a copy of the check-off **authorization** shall be promptly transmitted to the Union.

UNION MEMBERSHIP

Section 4. (A) Each of the Company's employees to whom this agreement is applicable, as defined in Section 1 hereof, shall, as a condition of employment, be or become a member of the Union not later than the thirty-first (31st) working day following the effective date of this agreement, or not later than thirty-first (31st) working day after joining the Company, whichever is the later. Each employee shall, as a condition of continued employment, remain a member of the Union in good standing in accordance with its Constitution and By-Laws.

(B) Upon receipt of a written notice from the Union that an employee has not acquired membership in the Union, or has not maintained his membership in good standing therein as provided for in this Section, the Company shall discharge such employee and such employee shall not be **re-employed** during the life of this agreement unless or until he complies with the provisions of this Section.

CHECK-OFF OF UNION DUES - INITIATION AND/OR REINSTATEMENT FEES

Section 5. (A) It shall **be** mandatory that each employee of the Company who is a member of the Union sign and deliver to the Company an **authorization** directing the Company to withhold **from** such employee's earnings Union **Dues**, as hereinafter provided for in this Section. Upon receipt thereof, the Company shall deduct **from** such employee's earnings, on the first pay day in each month, ~~the~~ amount owed to the Union by each such employee for Union dues, however, should any such employee have no earnings due to him on ~~the~~ first pay day in any month or should such employee's earnings **be** less than ~~the~~ amount such employee ~~owes~~ the Union for dues, then, in that event, the deduction shall be **made** from the employee's earnings on the next succeeding pay day on which his earnings are sufficient to cover the amount of dues owed to the Union by such employee. Before the end of each month, the Company shall mail to ~~the~~ Financial Secretary of the Union a cheque payable to the Union for the amount of dues the Company has withheld during such **month**, which shall **be** accompanied by a list, in duplicate, containing the names of the employees and the amount deducted **from** each employee's earnings. Upon receipt of such cheque and list, said Financial Secretary of the Union shall sign one (1) copy of such list, acknowledging receipt thereof, and promptly return such signed list to the Company.

(B) As of the effective date of this agreement, the Union dues are \$17.90 per **month**. Such dues shall not be changed except in accordance with ~~the~~ applicable provisions of the International Constitution and/or By-laws of the Union, and, in such event, the Financial Secretary of the Union shall notify the Company, in writing, and the amount of monthly dues as so changed shall thereafter be deducted by the Company from each such employee's earnings.

(C) It shall be **mandatory** that applicants for **membership** in the Union, as provided for in Section 4 of this agreement, sign and deliver to the Company an **authorization** directing the Company to withhold **from** such employee's earnings the amount specified therein for payment of Initiation and/or Reinstatement Fee. Such amount specified in such **authorization** shall be withheld **from** the earnings of such employee in accordance with ~~the~~ provisions of such **authorization** and shall be

Section 5. (continued)

transmitted to the Financial Secretary of the Union in the same manner as prescribed in Subsection (A) above with respect to Union dues which are withheld by the Company: and when the full amount of such fee has been withheld **from** such employee's earnings and transmitted to the Union, such **authorization** shall be null and void and shall thereafter have no further force or effect.

(D) It is expressly understood and agreed that, upon receipt of proper proof, the Union will refund to the Company, or to the employee involved, any Union **dues**, Initiation and/or Reinstatement Fees erroneously withheld from an employee's earnings by the Company and paid to the Union.

MANAGEMENT FUNCTIONS
SHOP RULES AND/OR REGULATIONS

Section 6. (A) It is acknowledged that it is the exclusive function of the Company to manage the operation of its plant and business in an efficient and orderly **manner**, to determine the number and location of plants, the products to be manufactured, methods of manufacture, schedules of production, the establishment of new jobs and changes in existing jobs, kinds and locations of machines and tools to be used, processes of **manufacture** and assembling, the engineering and designing of its products, the control of materials and parts to be incorporated in the products produced, the extension, limitation, curtailment or cessation of operations, and all other matters concerning the Company's business which are not specifically covered by the terms of this agreement.

(B) Subject to the provisions set forth in this agreement, the Company shall **maintain** order and efficiency, schedule and assign work, direct, transfer, promote, demote, classify, hire, retire (at age **65** or under the terms and conditions of the Pension **Plan**), **suspend**, discipline or discharge for proper **cause**, or lay off employees because of lack of work or other legitimate reasons: it being understood a claim by an employee that he has been disciplined or discharged improperly or **discriminatorily** may be the subject of a grievance as herein provided. In the administration and application of the foregoing provisions, the Company agrees that should an employee or the Union feel that the Company's determination or application thereof is in violation of, or inconsistent with the provisions of this agreement, a grievance in connection therewith may be filed and processed in accordance with the Grievance Procedures hereinafter set forth in Section **18**, it being understood, however, that the discharge or lay off of an employee who has not completed his probationary period as provided for in Section **16** of this agreement shall not be subject to the Grievance Procedure set forth in Section **18**.

(C) The **Company** shall have the right to establish, **maintain** and enforce reasonable rules and regulations to assure orderly plant operations, it being understood and agreed that such rules and regulations shall not be discriminatory or applied in a manner whereby an employee

Section 6. (continued)

would be improperly disciplined or discharged, nor shall such **rules** and regulations be inconsistent or in conflict with the provisions of this agreement. The Company shall **maintain** on its bulletin boards a copy of all such rules and regulations, including amendments thereto or changes therein, copies of which shall be furnished to the Union. It is further understood and agreed that amendments to or changes in existing rules and regulations shall not become effective until five (5) regular work days after copies have been posted on the Company's bulletin boards. The Union agrees that it will co-operate with the Company by calling to the attention of its members the necessity of complying with such rules and regulations.

HOURS OF WORK

Section 7. (A) When only one shift is employed, a regular work day shall consist of eight (8) consecutive hours, exclusive of the lunch period, with pay for eight (8) hours, between 7:30 a.m. and 4:00 p.m., and the regular work week shall consist of forty (40) hours.

(B) When two shifts are employed, a regular work day for the first shift shall consist of eight (8) consecutive hours, exclusive of the lunch period, with pay for eight (8) hours, between 7:30 a.m. and 4:00 p.m., and a regular work week for the first shift shall consist of forty (40) hours; a regular work day for the second shift shall consist of eight (8) consecutive hours, exclusive of the lunch period, with pay for eight (8) hours, between 4:00 p.m. and 12:30 a.m., and a regular work week for the second shift shall consist of forty (40) hours.

(C) When three shifts are employed so as to result in a continuous operation within a department, a regular work day for the first shift shall consist of eight (8) consecutive hours, inclusive of an eighteen (18) minute lunch period, with pay for eight (8) hours, between 7:30 a.m. and 3:30 p.m., and five (5) such eight (8) hour days shall constitute the regular work week; a regular work day for the second shift shall consist of eight (8) consecutive hours, inclusive of an eighteen (18) minute lunch period, with pay for eight (8) hours, between 3:30 p.m. and 11:30 p.m., and five (5) such eight (8) hour days shall constitute the regular work week; a regular work day for the third shift shall consist of eight (8) consecutive hours, inclusive of an eighteen (18) minute lunch period, with pay for eight (8) hours, between 11:30 p.m. and 7:30 a.m., and five (5) such eight (8) hour days shall constitute a regular work week.

(D) The second and third shifts respectively (if any) shall immediately follow the preceding shift, unless it becomes necessary to change the

Section 7. (continued)

starting and quitting times of such shifts as provided for in Subsection (H) hereof.

(E) Monday through Friday shall constitute the regular work days and regular work week.

(F) When two or more shifts are required such shifts shall be rotated. All employees on the work operations so affected by such shifts shall insofar as practicable be rotated equally.

(G) The foregoing provisions of this Section describe the regular work day and regular work week and are not intended to be construed as a guarantee of hours of work per day or per week, or days of work per week. The regular scheduled work week for such employees shall begin with the starting of his or her regularly scheduled shift on Monday of each week as hereinabove set forth. Any proposed change in the regular work day or regular work week shall be discussed with the Shop Committee at least five (5) working days prior to such proposed change.

(H) The starting time and quitting time of the various shifts hereinabove provided for may be changed from time to time by the Company for reasonable cause, but not indiscriminately, by giving reasonable notice to the Union and the employees. Should a grievance arise because of the Company having changed the starting time or quitting time of any shift, such grievance may be processed through

Section 7. (continued).

the grievance procedure hereinafter in this agreement set forth, up to and including arbitration.

(I) The foregoing provisions of this Section are not intended and shall not be construed as preventing overtime work, provided, however, there shall be no discrimination in the assignment of overtime work, and overtime shall be allocated as equitably as practicable among the employees qualified to perform the work in question, it being understood that employees assigned to perform a job during the regular work hours shall also be assigned to the overtime work if any is required on that job, as far as practicable. Employees shall not be compelled to (but if requested to do so by the Company may at their own discretion) work more than twelve (12) consecutive hours, exclusive of the lunch period, in any twenty-four (24) consecutive hour period or more than forty-eight (48) hours in any week, which shall be construed to mean Monday through Sunday.

(J) For the duration of this agreement, there shall be two (2) rest periods, one of which shall be of twelve (12) minutes duration during the first four (4) hours of each shift and the second of which shall be of ten (10) minutes duration during the second four (4) hours of each shift. During such rest periods, each employee shall be paid the applicable hourly rate, and no work shall be performed during such period or periods, and the employees may, if they desire to do so, obtain and consume refreshments or food.

(K) Employees required by the Company to work in excess of nine (9) but less than ten (10) hours shall be given one additional ten (10) minute

Section 7. (continued)

rest period to be taken as follows: Where the overtime is to be worked prior to the commencement of a regular shift then the rest period will be taken immediately prior to the commencement of the regular shift. Where the overtime is to be worked following the completion of a regular shift, then the rest period will be taken immediately following the completion of the regular shift.

(L) Employees required by the Company to work in excess of ten (10) hours on any shift shall be given an eighteen (18) minute lunch period, with pay at the employee's applicable overtime rate, during which no work shall be performed, when such employee has completed nine and one-half (9½) hours of work - on such shift.

OVERTIME

Section 8. (A) All work done in excess of the regular work day or the regular work week, as defined in Section 7 hereof, shall be paid for at the rate of time and one-half.

(B) Any employee, who, by order of the Company, reports for work after the regular starting time of his regular work day, except in the case of a shift change for the employee, shall be guaranteed four (4) hours work and shall be paid his regular straight time rate of pay for time worked prior to the regular quitting time of his regular work day and, if required to work thereafter on such day, he shall be paid time and one-half. Should any employee report for work after the regular starting time of his regular work day for any reason other than at the direction of the Company, such employee shall not be entitled to more than his straight time rate of pay until he has worked the number of hours equal to the number of hours constituting his regular work day.

(C) All work performed in excess of twelve (12) hours in any work day shall be paid for at the rate of double time.

(D) All work of up to eight (8) hours duration performed on Saturday shall be paid for at the rate of time and one-half, except that the second and third shifts (if any) shall complete their fifth (5th) regular work day in their scheduled work week on Saturday morning at straight time rate. All work performed on Saturday in excess of eight (8) hours duration shall be paid for at the rate of double time, except as provided in Section 9 of this agreement.

(E) All work done on Sunday shall be paid for at the rate of double time.

(F) All work done on any **recognized** holiday hereinafter mentioned, or day observed as such, shall be paid for at the rate of double time.

(G) Shift premiums shall not be included in earnings for the purpose of computing overtime but shall be paid in addition to the overtime rates.

(H) It is understood and agreed that employees have an obligation to report for overtime work as scheduled and agreed to between themselves and their Supervisors.

HOLIDAYS - HOLIDAY PAY

Section 9. (A) For the purpose of this agreement, the following shall be **recognized** as holidays: New Year's Day, Second Monday in February, Good Friday, Easter Monday (effective August 16, 1989), Victoria Day, Dominion **Day**, Civic Holiday, Labour Day, Thanksgiving Day, Christmas Day and Boxing Day, or days observed as such.

Should any of the foregoing holidays occur on Saturday or Sunday, the following Monday instead of such Saturday or Sunday shall be **recognized** and observed as the holiday in question, provided however, that when Christmas Day occurs on Saturday or Sunday, Boxing Day shall be observed the following Tuesday. The Company and the Union **may**, by mutual agreement, change the observance of any **recognized** holiday. All work done on any of the foregoing holidays, *or* days observed as such, shall be paid for at the rate of double time and, subject to the provisions hereinafter set forth in this Section, each employee shall, in addition to double time pay for work performed, be paid eight **(8)** hours straight time holiday pay. No work shall be done on Labour Day except where absolutely necessary to avoid hazard to life or property.

(B) Each employee shall be paid for eight **(8)** hours at his regular straight time hourly rate of pay plus appropriate shift premium for each of the following holidays: New Year's Day, Second Monday in February, Good Friday, Easter Monday (effective August 16, 1989), Victoria **Day**, Dominion Day, Civic Holiday, Labour Day, Thanksgiving Day, Christmas Day, and Boxing **Day**, or days observed as such, although not worked.

All work done **on** each of the holidays hereinabove mentioned in this Subsection **(B)**, or days observed as such, shall be paid for at the rate of double time and, in addition to such double time pay for work performed, each employee shall be paid eight **(8)** hours straight time holiday pay as herein provided for. Paid holidays that occur during the vacation period of any employee shall be paid for in addition to vacation pay.

(C) In order to be eligible to receive pay for any of the above mentioned holidays, or days observed as such, not worked, as provided for in Subsection **(B)** above, an employee **must** have been employed by

Section 9. (continued)

the Company Thirty (30) calendar days or **more** prior to the occurrence or observation of the holiday in question and such employee must have worked his full shift for the Company on the last regular **work** day immediately preceding and on the first regular work day **immediately** following the holiday in question, unless his failure to work for the Company on such day, or **days**, was due to absence because of being on paid vacation, as hereinafter provided for in this agreement, or because of confirmed illness or injury (unless payment for the holiday has been made by the Workers Compensation Board) that occurred or **commenced** on the holiday, the day **immediately** following the holiday, or during the ninety (90) days immediately preceding the holiday in question, or because of layoff by the Company that **commenced** not more than fifteen (15) days next preceding the holiday in question, *or* because of absence due to approved bereavement leave as defined in Section 17 (A) or for similar good cause **authorized**, directed, or approved by the Company.

CLASSIFICATIONS - WORK ASSIGNMENTS - RATES OF PAY

Section 10. (A) Each employee shall be classified in the hereinafter mentioned classification which covers the class of work in which such employee is employed by the Company.

Effective as of August 16, 1990, and continuing until midnight August 15, 1991, each employee shall be paid not less than the minimum hourly rate of the rate range hereinafter set forth in Column "A" for the classification in which such employee is included or classified.

Effective as of August 16, 1991, and continuing for the remaining term of this agreement, each employee shall be paid not less than the minimum hourly rate of the rate range hereinafter set forth in Column "B" for the classification in which such employee is included or classified.

<u>CLASSIFICATION</u>	<u>RATE RANGES</u>			
	(Rate per Hour)			
	<u>Column "A"</u>		<u>Column "B"</u>	
	<u>Aug. 16/90</u>		<u>Aug. 16/91</u>	
	Min.	Max.	Min.	Max.
	\$		\$	
<u>JOB GRADE I</u>				
General Labourer	8.65	- 8.99	9.17	- 9.53
<u>JOB GRADE II</u>				
Helper Janitor "B"	10.33	- 12.71	10.95	- 13.47
<u>JOB GRADE III</u>				
Janitor "A"				
Fabricator				
Material Handler	12.94	- 13.66	13.72	- 14.48
Packer				
Maintenance Mechanic (Trainee)				
<u>JOB GRADE IV</u>				
Assembler				
Metal Finisher "B"				
Extrusion Operator "B"	13.56	- 14.28	14.37	- 15.14
Inspector "B"				
PackerExpeditor				
Storekeeper "B"				
Processor				
Chemical Technician "B"				
Waste Treatment Operator "B"				

CLASSIFICATIONRATE RANGES

(Rate per Hour)

Column "A"
Aug. 16/90Column "B"
Aug. 16/91

Min.

Max.

Min.

Max.

\$

\$

JOB GRADE V**Electro** Static Painter**Anodizer**

Metal Finisher "A"

Extrusion Operator "A"

Machine Operator

14.22 - 14.92

15.07 - 15.82

Receiver

Shipper

Storekeeper

*Shipper-Receiver

Maintenance Mechanic "C"

Welder "B"

Production ~~Expeditor~~

Waste Treatment Operator "A"

JOB GRADE VI

Layout Mechanic

Inspector "A"

Experimental Mechanic

Power Brake Operator

14.90 - 15.61

15.79 - 16.55

Tool Repair

Welder "A"

Chemical Technician "A"

JOB GRADE VII

Experimental Mechanic "A"

Layout Mechanic "A"

Die Corrector

15.36 - 16.06

16.28 - 17.02

Maintenance Electrician

Maintenance Mechanic "B"

Tool Maker

Production Welder

(CWB ALL Position)

JOB GRADE VIII

Tool Maker "A"

16.56 - 17.31

17.55 - 18.35

Maintenance Mechanic "A"

Maintenance Electrician "A"

Lead Hand: shall receive seventy-five cents (75¢) per hour in excess of the highest rate paid to any employee in his charge.

*Classification existing only at Chesswood Drive Warehouse.

action 10. (continued)

(B) Employees ~~working~~ on the second shift shall be paid a shift bonus of *sixty cents (60¢) per hour in addition to their regular hourly rate of pay and employees working on the third shift shall be paid a shift bonus of *sixty cents (60¢) per hour in addition to their regular hourly rate of pay. (*August 16, 1991: sixty-five cents (65¢) per hour).

(C) Employees hired in the General Labourer classification will receive the minimum rate of the rate range for the General Labourer classification and further shall receive a rate increase to the maximum rate of the rate range upon the completion of three (3) months of service in this classification and further shall be reclassified upon the completion of nine (9) months service in this classification.

(D) A system of automatic wage progression for all job classifications within Job Grades II to VIII inclusive shall operate on the following basis:

1. Each employee shall receive at least the minimum rate of the rate range for his classification.
2. A rate increase shall be granted an employee upon the completion by him of three (3) months of service in a job classification. The amount of such increase shall be the amount required to raise his rate to the one-quarter point of the applicable rate range.
3. An additional increase shall be granted an employee whose rate of pay is at least equal to the one-quarter point of the rate range for his classification upon the completion by him of the next three (3) months of service in such classification. The amount of such increase shall be the amount required to raise his rate to the mid-point of the applicable rate range.
4. An additional increase shall be granted an employee whose rate of pay is at least equal to the mid-point of the rate range for his classification upon the completion by him of the next three (3) months of service in such classification. The amount of such increase shall be the amount required to raise his rate to the three-quarter point of the applicable rate range.
5. An additional increase shall be granted an employee whose rate of pay is at least equal to the three-quarter point of the rate range for his classification upon completion by him of the next three (3) months service in such classification. The amount of such increase shall be the amount required to raise his rate to the maximum of the applicable rate range.

Section 10. (continued)

6. All automatic increases provided for herein shall be effective at the start of the nearest weekly pay **period** to the employee's eligibility date, it being understood that should the eligibility date occur on a Wednesday, the increase shall be effective at the start of the pay period in which the eligibility date occurs.

(E) In the event of a promotion of an employee from one job grade to a higher job grade, the employee will receive an increase of twelve cents (**12¢**) per hour or the next highest point in the rate **range**, whichever is greater at the time of his promotion, provided that this amount does not result in a rate of pay which exceeds the maximum of the new rate range for the job classification to which he has been promoted. In this event, the amount of increase will be such as to result in a rate of pay equal to the maximum of the rate range.

(F) The Company **may**, at any time, temporarily assign any employee or employees to any class of work other than that in which he or they are normally employed. No employee's rate shall be reduced as a result of a temporary transfer unless the production schedule does not provide work for the employee in his regular job classification and he is given the choice of layoff by seniority or work on a lower rate or class of work and he accepts such lower rate or class of work, in which **case**, while maintaining his former job classification but not accumulating time therein for purposes of Section 10 (D), he shall be paid the **maximum** rate applicable to the next lowest job grade. It is understood that under no circumstances will this result in an increase in the employee's rate. It is further understood that the "maximum rate applicable" refers to the same progression point (min., 1/4, 1/2, 3/4, **max.**) in the next lowest job grade as the point to which the employee had progressed in his job classification prior to the temporary transfer.

In cases of temporary transfers not resulting from a reduction in production, an employee shall receive his regular rate of pay or the minimum rate for the job classification assigned, whichever is greater.

Section 10. (continued)

(G) Should the Company undertake new or different work operations not covered by the above classifications, such work operations shall be classified and wage rates established **therefor** through prompt negotiations between the Company and the Union. In the event an agreement is not reached before a new job is first **run**, it shall be the duty of the Company to establish an appropriate wage rate therefor. Grievances on new or changed job classifications must be filed within thirty (30) days after the wage rates are established.

PAY DAYS - PIECE WORK PROHIBITED

Section 11. (A) Employees shall be paid on a regular designated pay day once a week in cash or by cheque. When an employee is laid off or discharged, he shall be paid off immediately in cash or by cheque.

(B) There shall be no piece or contract work by the employees, and all work performed shall be paid for on an hourly basis.

REPORTING AND CALL-IN PAY - EMPLOYEE INJURY

Section 12. (A) Any employee who reports for work on his regular shift on a regular **work** day without being previously notified not to report at least four (4) hours prior to his scheduled shift start, and who is not put to work for at least four (4) hours due to lack of work to be performed, shall be paid a minimum of four (4) hours pay at his applicable hourly rate, except in cases where absence of work is due to non-operation of the plant, or substantial portion thereof, as a result of fire, Act of God, strike by employees covered by this agreement, power failure or major breakdown of equipment.

(B) Any employee who has completed his shift and has left the Company premises and who by order of the Company returns to work outside his regular shift hours shall be paid forty-five (45) minutes travelling time each way at his regular straight time hourly rate and in addition shall receive pay for actual time **worked** at his regular hourly rate plus the amount of applicable overtime premium, or he shall be paid four (4) hours at his regular rate plus applicable overtime, whichever is the greater.

(C) Any employee injured at the Company's plant, who is sent to a doctor and returns to work during his regular or scheduled overtime work hours the same day, shall receive pay at the applicable hourly rates for such time thereby lost on such day, including overtime hours scheduled. Should such employee be admitted to hospital or be instructed by the Company or the doctor to refrain **from** performing further work on the day such employee is injured then said employee shall receive the applicable hourly rate for his regular shift and for scheduled overtime at overtime rate for any time lost, regardless of when the injury occurred. Confirmation that an employee cannot perform further work on the day such employee is injured will be required by the Company. If such employee shall, on any subsequent day on which he performs work for the Company, go to the doctor for treatment of such injury during his regular working hours, he shall receive the applicable hourly rate for such regular time thereby lost on such day. Confirmation of such subsequent visits to the doctor may be required by the Company.

VACATIONS

Section 13. (A) Each of the Company's employees to whom this agreement is applicable shall, in each year this agreement remains in effect, be granted a vacation with pay in accordance with the provisions hereinafter set forth.

(B) Based upon a vacation credit year running from July 1 to June 30, employees shall receive vacation credits as set forth below in the schedule of vacation credits. For the purpose of computing vacation credits in the second and each ensuing year of service, the employee's hiring date will govern if he is hired between January 1 and June 30. If an employee is hired after June 30 and prior to January 1, his employment date for the purpose of computing vacation credits only will be back dated to June 30.

VACATION CREDIT SCHEDULE

<u>Length of Employee's Service with the Company as of July 1</u>	<u>Number of Work Days Vacation</u>	<u>Vacation Pay</u>
Less than 1 year	1 day/month to maximum of 10 days	4% of Gross Pay
1 - 4 Years	10 Days	4% of Gross Pay
5 - 11 Years	15 Days	6% of Gross Pay
12 - 22 Years	20 Days	8% of Gross Pay
23 Years and over	25 Days	10% of Gross Pay

(C) Gross pay for all employees shall include vacation pay earned in the current vacation credit **year**, but shall not include Workmen's Compensation Board Benefits, Weekly Indemnity Benefits or contributions made by the Company toward other Benefits. However, an employee with one (1) year or more service who has lost time, not to exceed one (1) **year**, for which he received Weekly Income Benefit because of confirmed illness or injury not covered by Workmen's Compensation shall have included in his gross pay calculation an amount equal to the number

Section 13. (continued)

of working days the employee was in receipt of such benefit, times the employee's regular straight ~~time~~ daily earnings, it being understood that employees on lay off are excluded from this provision unless they are recalled before July 1~~st~~ of the year in question.

(D) The scheduling of the third, fourth and fifth weeks of vacation shall rest exclusively with the Company.

(E) Vacations shall not be cumulative, but must be granted and taken in the vacation year in which they are due. Vacations shall be granted during the months of July and August at a time most desired by the employee in question with due regard for seniority, provided, however, that the final allocation of vacation periods of the individual employees shall rest exclusively with the Company in order to ensure continuity of plant operations. Each employee shall notify the Company by April 1~~st~~ of each ~~year~~, the vacation period most desired: the Company shall notify each employee by May 1~~st~~ of each ~~year~~, the vacation period allotted to such employee.

(F) In the event an employee's employment with Company should be terminated for any reason prior to the vacation ~~period~~ as outlined above, the said employee or employees shall be paid their accrued vacation ~~pay~~, computed in accordance with their length of service as hereinabove provided at the time of separation.

(G) Vacation pay will be paid to an employee at least two (2) working days prior to the ~~commencement~~ of the employee's vacation period.

WELFARE BENEFITS

Section 14. (A) Pension Plan: For the life of this agreement the Company agrees to continue the **Kawneer** Company Canada Limited Hourly-Rated Employee's Pension Plan as in effect immediately prior to the execution of this agreement, except that the monthly pension benefit will increase as of September 1st, 1990, from \$18.00 to \$22.00 per year of credited service for all employees retiring on or after September 1st, 1990.

All terms and conditions of this Plan are outlined in Pension documents filed with the Company and explained in brief in employee booklets issued by the Company.

This Plan will continue on a non-contributory basis.

(B) For the duration of this agreement the Company will pay the full premium for the group life insurance, accidental death and dismemberment insurance, major medical benefits, weekly income benefit, and dental benefit hereinafter set forth in the Benefit Schedule in Subsection (C) hereof, and, in addition will pay the full premium for benefits provided for by the Ontario Health Insurance Plan.

BENEFIT SCHEDULE

(EMPLOYEE COVERAGE ONLY)

<u>COVERAGE</u>	<u>AMOUNT</u>	<u>EXPLANATION</u>
1. Life Insurance	\$25,000.	Payable upon death from any cause.
2. (a) Accidental Death	\$25,000.	Covers non-occupational accidents only and is in addition to Item 1.
(b) Loss: Both hands or both feet or sight of both eyes or any two of these members.	\$25,000.	Covers non-occupational accidents only.
(c) Loss: One hand or one foot or sight of one eye.	\$12,500.	Covers non-occupational accidents only.

Section 14. (continued)

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| 3. | *Weekly Income Benefit | 60% of the employee's straight time weekly earnings up to the latest maximum under U.I.C. regulations | Covers non-occupational accidents or illness only. Benefits commence with first day for accident, first day for hospitalization , fourth day for illness. Limited to 26 weeks for each disability. Employee is to be paid an additional benefit for the first three (3) days of illness (waiting period) as follows:
Illness exceeds 14 consecutive days - 1 additional day's benefit.
Illness exceeds 21 consecutive days - 1 additional day's benefit.
Illness exceeds 28 consecutive days - 1 additional day's benefit. |
|----|------------------------|---|--|

*It is agreed that any U.I.C premium rebate resulting **from** the registration of the Weekly Income Benefit Plan becomes solely the property of the Company to assist in offsetting the cost of increased benefits.

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|----|---------------------------------------|-----------------|---|
| 4. | Life Insurance
(Retired Employees) | \$3,500. | Payable upon death from any cause. Effective on retirement. |
|----|---------------------------------------|-----------------|---|

(EMPLOYEE AND DEPENDENTS COVERAGE)

<u>COVERAGE</u>	<u>EXPLANATION</u>
1. Major Medical Expense Benefit	Covers 100% of remaining applicable medical expenses after deductible of \$25. per person or \$50. per family is satisfied in any calendar year. Covered semi-private hospital expense is not subject to a deductible. There is no overall lifetime maximum benefit amount. Certain covered expenses are subject to a calendar year or a lifetime maximum amount.
2. Daily Hospital Benefits	As provided for by the Ontario Health Insurance Plan (O.H.I.P.)
3. Medical, Surgical, Laboratory, Diagnostic and Anaesthesia Benefits	As provided for by the Ontario Health Insurance Plan (O.H.I.P.)

Section 14. (continued)

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|---|--|
| 4. Dental Benefit: Preventative Care Plan plus Endodontics, Periodontics and Rebasing , Re-lining and Repair of Dentures. | Covers 80% of applicable covered expense. Fee schedule is based on the 1990 O.D.A. Schedule of Fees. Effective January 1, 1992, fee schedule is based on the 1991 O.D.A. Schedule of Fees. Benefit is subject to a calendar year maximum amount of one thousand dollars (\$1,000.). Covered expense is not subject to a deductible. Coverage is effective upon the completion of six (6) months' service with the Company. |
|---|--|

(D) Each employee and each such employee's wife or husband shall be fully covered by the benefits set forth above ninety **(90)** days (Dental: six **(6)** months) from the day the employee joins the Company and shall continue to be fully covered while the employee is actively at work. Unmarried and unemployed dependent children shall also be covered when the employee becomes eligible and shall continue to be fully covered while the employee is actively at **work** until the child reaches age nineteen **(19)**, provided, however, **O.H.I.P.** benefits will continue until the dependent child reaches age twenty-one **(21)** and major medical benefits will continue until a dependent child in regular attendance at school reaches age twenty-three **(23)**. Coverage continues while an employee is not actively at work as specified **below:-**

Lay-Off/Leave of Absence - An employee is covered until the end of the month following the month in which the layoff or leave of absence starts (except Weekly Income Benefit). Coverage is effective **immediately** on return to work.

Sickness/Compensable Injury - An employee is covered up to one **(1)** year. The Company also pays the premium for **O.H.I.P.** as specified above for this period. If an employee under age sixty-five **(65)** at the time of disability is absent from work because of illness or compensable injury and remains disabled, such employee's life insurance shall remain in force as long as the disability remains but only to age sixty-five **(65)** at which time the applicable coverage for Retired Employees will apply.

Section 14. (continued)

Termination - Life Insurance only is continued for a period of thirty-one (31) days.

(E) The Company shall furnish each eligible employee with an insurance certificate and information booklet describing the above benefits.

(F) The Company agrees to assist employees in filing claims for benefits to obtain a prompt and proper settlement of all claims.

(G) The above outlines in brief form the Group Life and Health Insurance program. Complete terms, including exceptions, are set forth in policies issued by the Insurance Company. It is understood and agreed, however, that the benefits set forth above shall not be reduced except by mutual agreement between the Company and the Union.

ERECTION AND FIELD FABRICATION

Section 15. No employee covered by this agreement will be permitted to work on field fabrication, installation or erection work coming within the jurisdiction of an outside local union of the International unless granted written permission by the Business Agent or Secretary of the outside local union in the jurisdiction in which the work is to be performed.

SENIORITY

Section 16. (A) Each employee shall hold plant-wide seniority which shall date from the date of his most recent date of hire. Seniority **shall** consist of the sum total of an employee's continuous service within either of the Company's Plants covered by this agreement in which he is employed. Layoffs due to lack of work, injury or illness of the employee, leaves of absence as hereinafter provided or other cause not due to the voluntary act or fault of the employee, shall not constitute an interruption of continuous service as used herein.

(B) During the first thirty-five (35) working days of his employment, a new employee, including those **re-hired** after severing their employment relations with the Company, shall be **recognized** as being a probationary employee and **may**, during such probationary period, be laid off or discharged as exclusively determined by the Company and, in such event, there shall not be any grievance processed with respect to such layoff or discharge. Upon completion of such probationary period, the seniority status of such employee shall start from the date he was originally employed.

(C) In cases of promotion, except to supervisory and salaried positions outside the scope of this agreement, demotions, upgrading, filling newly created jobs, transfers of employees, or when an increase or decrease of the working force through layoff or recall is involved, the following qualifications shall be considered:

- 1) Skill and ability to efficiently perform the work in question in accordance with generally **recognized** shop requirements for such work.
- 2) Past performance, physical fitness, and knowledge to perform the work in question.
- 3) Length of continuous service.

When qualifications 1) and 2) are relatively equal, length of continuous service shall be the controlling qualification. In the event it becomes necessary to reduce the working force, all probationary employees, if **any**, shall be laid off first, provided that a probationary employee, or employees, exercising required skills not possessed by employees with seniority may be retained in order to continue efficient operation of the plant.

Section 16. (Continued)

(D) In all cases of reduction of forces, the employees affected and the Chief Shop Steward shall be given as much notice as is practicable under the circumstances prior to the effective layoff hour.

(E) An employee's continuous service and his seniority status based thereon shall be terminated for the following reasons, unless the seniority of an employee is restored pursuant to the grievance and arbitration provisions of this **agreement:-**

- 1) If he resigns or quits.
- 2) Is discharged for proper cause.
- 3) Absence from work without leave for three (3) consecutive work days unless the employee can prove a reasonable excuse for such absence and also can prove that his failure to apply for such leave was due to circumstances beyond his control.
- 4) Following a layoff, fails to advise the Company within three (3) days of receipt of notice of his intentions to return to work at the time specified in such notice, or fails to return to work on the date and at the time specified in the notice, which shall not be less than five (5) days nor more than seven (7) work days after the mailing or sending of such notice. (It shall be the duty of employees to notify the Company, in writing, of any change of address.)
- 5) When an employee has performed no work for the Company for a period of one (1) year, it being understood, however, that employees who are off due to personal illness or compensable injury are excepted.

(F) The Company shall, within fifteen (15) days after the signing of this agreement, furnish the Union and post on its bulletin boards, a seniority schedule for each of the Company's Plants covered by this agreement containing the name, date of employment, clock number and classification of each employee. Revised schedules shall ~~be~~ furnished the Union by the Company and copies thereof shall be posted by the Company on its bulletin boards each three (3) ~~months~~ during the term

Section 16. (Continued)

of this agreement. Any **appeals** from such schedule shall be made within ten (10) regular work days following the date the schedule is posted by the Company on its bulletin boards, otherwise the contents of such schedule shall be considered final. In order to facilitate the proper administration of this agreement, the Chief Shop Steward shall be furnished, upon request, information concerning the employment date and classification of any employee to whom this agreement is applicable. The Company also agrees, under such circumstances, to inform the Chief Shop Steward of any case of an employee being below the minimum or above the maximum of the applicable rate range for his job classification.

(G) Any employee to whom this agreement is applicable, who is transferred to a position outside the bargaining unit after the date of this agreement, who is later transferred back into the bargaining unit, shall, on his return, be credited with the seniority he held at the time of his transfer, plus the time spent outside the bargaining unit to a **maximum** of one (1) year.

It is further agreed that the current staff who have transferred out of the bargaining unit and who return to the bargaining unit shall do so under the provisions of the Collective Agreement which was in effect at the time of the transfer out of the bargaining unit.

(H) Trainees, not to exceed four (4) employees, may be assigned to the production or non-production departments on a temporary basis not to exceed three (3) **months** to gain practical experience. Such trainees will **be** exempt from seniority terms as defined herein, and such trainees shall not be used as replacements for employees covered by this agreement or to limit the number of bargaining unit jobs.

LEAVES OF ABSENCE

Section 17. (A) The Company shall grant bereavement leaves, with pay, to employees who request such leaves as a result of a death in the employee's immediate family. The length of such leave will be determined by mutual agreement between the employee affected and the Plant Superintendent, provided, however, that in no event such leave, with pay, be granted or approved for a period in excess of three (3) working days. For the purpose of this Section, an employee's immediate family shall be defined to include his mother, father, spouse, child, brother, sister, mother-in-law, father-in-law, grandfather, grandmother or grandchild. In determining the length of such leave, factors such as whether or not the employee will be attending the funeral and whether or not the bereavement period covers all or part of a week during which the employee is not scheduled to work, will be taken into consideration.

(B) The Company shall grant leaves of absence to employees called for jury duty, for the period of time an employee shall be required to sit as a juror. For such period of time, the Company shall pay to the employee an amount equal to the difference between the amount the employee actually receives while on jury duty and the amount received for working regular days at straight time rates of pay during the period of his jury service. The above will also apply to instances where the employee is required to act as a Crown Witness. To avoid hardship, the employee will receive his regular straight time rate of pay for such time as he is required to be absent during his regular working hours for the above purpose. When the employee is paid for jury duty or witness duty, he will bring the endorsed cheque to the Personnel Department.

(C) Leaves of absence, without pay, shall be applied for in writing and presented to the Personnel Manager. Such leaves of absence shall be granted in cases of confirmed personal emergency. Such leaves of absence

Section 17. (continued)

may be granted for other reasonable causes, provided production requirements of the plant permit. All leaves of absence, without pay, shall be granted for a period not to exceed one (1) month, subject to reasonable extension by the Company. The Company agrees that it will consider all requests for such leaves without favour or unfair discrimination.

(D) Any employee elected or appointed as a Union Officer, or as a delegate to any labour activity, necessitating a leave of absence, shall be granted such leave, without pay, for a period of a single term of office or three (3) years, whichever may be the lesser, subject to renewal at the end of such period at the option of the Company. Employees granted such leaves of absence for Union business shall be re-employed by the Company at the end of such leave with accumulated seniority and all other benefits to which he would have attained, except for the intervention of such leaves of absence.

GRIEVANCE PROCEDURE

Section 18. (A) The Union shall have the right to appoint a Chief Shop Steward and not more than three (3) additional Shop Stewards from among its members employed by the Company, provided that an additional Shop Steward may be appointed by the Union for each fifty (50) additional employees employed by the Company. The Chief Shop Steward and other Shop Stewards shall be selected or appointed so that no more than one (1) of the group shall be from any particular shop department. The Chief Shop Steward, together with two (2) of the Shop Stewards as hereinabove provided for, shall constitute the Shop Committee. In the absence of a Shop Steward, the Union shall have the right to appoint a temporary Shop Steward. The Shop Stewards shall not be discriminated against for performing their duties as hereinabove provided.

(B) The Union agrees to furnish the Company, in writing, the names of the Shop Stewards and Chief Shop Steward, and will notify the Company of any changes made in these offices as they occur from time to time. The Company will not be required to recognize any Union representative where written notification of any such Union representative's appointment has not first been given to the Company.

(C) For the purpose of definition, a grievance is a difference of opinion between the Company and the Union, or an employee or group of employees covered by this agreement, with respect to the meaning, interpretation, application or alleged violation of the terms of this agreement.

Section 18. (continued)

(D) Should a grievance arise between the Union and the Company, the complaining or aggrieved party shall serve notice, in writing, to the other not later than five (5) working days from the date the event occurs which gives rise to the grievance and an earnest effort shall be made to settle the differences involved as hereinafter provided for, beginning with Step 3 of this Subsection (D). Should a grievance arise between an employee, or a group of employees, and the Company, the aggrieved employee or employees, as the case may be, shall present such grievance or grievances immediately and, except in cases involving an employee or employees returning from an excused absence or vacation, not later than five (5) working days from the date the event occurs which gives rise to the grievance. An employee or employees returning from an excused absence or vacation shall present a grievance or grievances involving an event which occurred less than five (5) working days prior to the start of such period of absence - orduring such absence immediately and, in any event, not later than three (3) work days following the date of their return to work. An earnest-effort shall be made to settle the differences between an employee or group of employees and the Company in the following manner: - .

Step 1. Any grievance or complaint shall be presented for settlement to the foreman, in writing, on appropriate forms furnished by the Company and approved by the Union, -signed by the aggrieved employee or employees. Any employee or group of employees having a grievance may present it to the foreman either directly or with or through a Shop Steward, provided any adjustment made shall not be inconsistent with the terms of this agreement. If the problem or difference is not settled satisfactorily within three (3) working days after being presented to the foreman, the grievance shall be presented within two (2) working days thereafter to be processed in Step 2. No settlement made in this

Section 18. (continued)

step of the procedure shall have any binding effect upon future grievances involving the same subject.

Step 2. In case the complaint is not settled satisfactorily in Step 1, the Shop Committee will then take up the written complaint either with the General Foreman or other representative, or representatives, designated by the Company. The appropriate Company representative shall investigate and render his decision in writing within three (3) working days after the grievance or dispute is presented in Step 2. If the decision rendered is not satisfactory, or if the appropriate Company representative fails to provide an answer within the time specified, the grievance or dispute shall, within seven (7) working days thereafter, be presented to be processed as provided for in Step 3.

Step 3 Complaints or disputes not settled as hereinabove provided shall be taken up by a representative of the Union and/or the full Shop Committee with the Chief Executive of the Company or his designated representatives and such additional reasonable number of representatives as either party may desire. The appropriate Company representatives shall investigate and report, in writing, the Company decision within five (5) working days following the day on which the grievance is discussed in this step of the grievance procedure. If the written decision in this step of the procedure is not satisfactory, the grievance or dispute shall, upon the written request of the Company or the Union, be submitted to arbitration in accordance with the arbitration provisions hereinafter set forth, provided such request is made within fifteen (15) working days after the Chief Executive of the Company or his designated representatives, as the case may be, renders his written decision as provided for in this step of the procedure. In the event that the Company answer provided for herein shall not be given within the time specified, the fifteen (15) day period referred to for commencing arbitration shall begin as of the day on which the answer became due.

(E) Failure by the Union to appeal a grievance decision in accordance with the provisions set forth above will result in the grievance involved being considered dropped or settled in accordance

Section 18. (continued)

with the last decision rendered by the Company or its designated representative or representatives. It is understood and agreed that the time limits set forth in Subsection (D) hereof may be extended by mutual agreement between the Company and the Union.

(F) Any settlement arrived at between the Company and the Union in Steps 2 or 3 of the grievance procedure set forth above shall be reduced to writing in duplicate and signed by the Company and the Union, and each party shall receive a copy. The Shop Stewards provided for and mentioned in this Section shall have and possess power and authority to act for and bind the Union only in connection with those functions, rights, obligations and matters provided for in this agreement. They shall not have, or be deemed to have, any other authority to act for or bind the Union. All decisions and settlements arrived at between authorized representatives of the Company and authorized representative or representatives of the Union shall be final and binding upon the employee or employees involved.

(G) The Company will be responsible for scheduling meetings on grievances in Steps 2 and 3 of the procedure set forth in Subsection (D) above and representatives of the Union will make all requests for meetings to the properly designated representative of the Company. The Shop Stewards will be paid for time lost from their regular work shift in discussing a specific grievance with the proper management representatives

Section 18. (continued)

in their respective steps of the grievance procedure. Recognizing that the Shop Stewards have regular work to perform for the Company and that their grievance activity should be held to a minimum during their working hours, the Shop Stewards shall notify their respective foremen before leaving their assigned work. It is understood and agreed that this privilege shall not be abused and that Shop Stewards shall respect requests by their foremen to remain in their work area to complete a specific job. On resuming their regular work, the Shop Stewards shall report back to their respective foremen.

ARBITRATION

Section 19. (A) Any difference or disputes between the Company and the Union, or between the Company and an employee, or employees, relating to the interpretation, application, administration, or alleged violation of this agreement, including any question as to whether or not a matter is arbitrable, that has not been satisfactorily settled pursuant to the grievance procedure as set forth in the preceding Section of this agreement shall, upon written request of either party, which request must be made within fifteen (15) days after the dispute in question has been processed pursuant to Step 3 of the grievance procedure, be submitted to a Board of Arbitration composed in the following manner. One member of the Board of Arbitration shall be selected by the Company and one member selected by the Union within seven (7) working days after receipt of such written request. The two arbitrators so selected shall meet immediately and if within three (3) days fail to settle the dispute in question, they shall endeavour to agree upon a third member of the Board of Arbitration, and in the event such third member is not mutually agreed upon within two (2) weeks, such third member shall be selected by the Minister of Labour, Province of Ontario, as provided for in the Labour Relations Act of such Province, and such third member shall be the Chairman of the Board of Arbitration. The Board of Arbitration shall hear and determine the difference or allegation and shall issue a majority or unanimous decision in writing; such decision shall be final and binding upon the parties and upon any employee affected by it. The Company, the Union and the employees covered by

Section 19. (continued)

this agreement shall do, or abstain from doing, anything required of them by the decision of the Board of Arbitration. The expense of the arbitrator selected by the Company shall be paid by the Company, the expense of the arbitrator selected by the Union shall be paid by the Union, and the expense of the third arbitrator shall be borne equally by the Company and the Union.

(B) The foregoing provisions for arbitration are not intended, and shall not be construed as in any way qualifying or making subject to change, any term or condition of employment specifically covered by this agreement, nor shall the Board of Arbitration have any authority to alter or change any of the provisions of this agreement, or substitute any new provision in lieu thereof, or make any decision inconsistent with the terms and provisions of this agreement. It is expressly understood and agreed that the foregoing provisions for arbitration shall not apply to any dispute as to terms or provisions to be incorporated in any proposed new agreement between the parties. However, the Board of Arbitration is hereby authorized and empowered to make its decision and award retroactive, including retroactive pay for employees improperly or unjustly laid off or discharged if, in its judgment, circumstances justify such award. Any dispute between the parties as to the interpretation or construction to be placed upon the award made as hereinabove provided for shall be submitted to the Board of Arbitration who made the award, who may thereupon construe or interpret the award so far as necessary to clarify the same, but without changing the substance thereof, and such interpretation or construction shall be binding upon all parties.

STRIKES AND LOCKOUTS

Section 20. The Company agrees that it will not cause or direct any lockout of its employees for the duration of this agreement. The Union agrees that neither it, nor its representatives will, during the term of this agreement, authorize, call, cause, condone, or take part in any strike, picketing, sit-down, stand-in, slow-down, or curtailment or restriction of production, or interference with work in or about the Company's plant or premises. The Union further agrees that any employee, or employees, participating in, taking part in, instigating or assisting in instigating, in such strike, picketing, sit-down, stand-in, slow-down, or curtailment or restriction of production or interference with work in or about the Company's plant or premises for the duration of this agreement, shall be subject to discipline or discharge. The term "slow-down" shall mean a condition or wilful restriction or reduction of production by an employee which is within such employee's reasonable control.

PLANT VISITATION

Section 21. An authorized representative of the Union, after contacting a Company representative designated by it for such purpose, and arranging for a convenient time, shall be permitted to visit the office of the Company or to visit the Company's shop to investigate any matter covered by this agreement, but he shall in no way interfere with the progress of the work.

BULLETIN BOARDS

Section 22. A bulletin board shall be made available by the Company for the exclusive use of the Union. Copies of all notices to be posted on the Union bulletin board shall be furnished to the Personnel Manager for his approval prior to the time of posting. It is understood and agreed that proper notices relating to meetings, appointments of committees, election of officers, seniority schedules, dues, entertainment, health and safety, will be approved for posting and that the Company will not unreasonably withhold approval of notices relating to other matters.

SAFETY AND HEALTH

Section 23. (A) The parties hereto **recognize** the importance of safety provisions in the Plant for the welfare of the employees and the protection of the Company's property, and **recognize** that all work will be performed in accordance with the Occupational Health and Safety Act, 1978, and its regulations and any amendments thereto. The Company agrees to **make** reasonable provisions for the safety and health of the employees during the hours of their employment. The Union agrees to promote the **realization** of the responsibility of the individual employee with regard to preventing accidents to himself or his fellow employees during the hours of their employment. Employees will wear prescribed safety devices and equipment and observe all safety rules and regulations.

(B) There shall be a permanent Safety Committee consisting of four (4) representatives from among the group of employees covered by this agreement and an equal number representing management. Employees selected for this committee shall serve for a period of three (3) months and shall then be rotated so as to acquaint the largest number of employees possible with the importance of safety in the shop. The committee shall meet at regular intervals for the purpose of making investigations, discussing safety problems and making safety and health recommendations to **be** submitted to the Company. The Company agrees that it will make reasonable effort to improve safety defects or unhealthy conditions which are called to its attention by recommendations of the committee.

(C) The Company will contribute towards the cost of one (1) pair of Safety Shoes per calendar year a maximum amount of sixty dollars (\$60.00). Effective January 1, 1991, the maximum amount will be increased to seventy dollars (\$70.00). An employee who terminates his service with the Company during the first three (3) months of employment will refund any contribution to the Company.

(D) A tool allowance of one hundred and twenty-five dollars (\$125.00) per year will be paid to an apprentice enrolled in a certified apprenticeship program to a maximum of four (4) years. An apprentice is eligible for the tool allowance upon the completion of the first six (6) months in such program.

SAVING CLAUSE

Section 24. It is assumed by the parties hereto that each provision of this agreement is in conformity with all applicable Laws of the Dominion of Canada and the Province of Ontario. Should it later be determined that it would be a violation of any legally effective Dominion or Provincial order or statute to comply with any provisions of this agreement, the parties hereto agree to re-negotiate such provision or provisions of this agreement for the purpose of making them conform to such Dominion or Provincial order or statute, and the other provisions of this agreement shall not be affected thereby.

INTERIM AMENDMENT

Section 25. This agreement may be amended at any time by an agreement in writing, executed by the parties hereto. The party desiring such an amendment shall submit a proposal thereof in *writing* to the other party, which shall be entitled "Request for Interim Amendment" and specify that it *is* given under Section 25, and upon receipt thereof the other party shall promptly consider such proposal and, if requested to do so, discuss it with the party proposing the amendment., The giving of such written "Request for Interim Amendment" shall in no way effect or result in a termination or expiration of this agreement or prevent or obstruct any continuation or renewal thereof.

It is expressly understood that if any disagreement should arise between the parties as to any "Request for Interim Amendment" submitted by either party under this Section 25, such disagreement shall not be reviewable under the grievance procedure set forth in Section 18, nor arbitrable under the arbitration provisions and procedure set forth in Section 19 of this agreement.


DURATION AND TERMINATION


Section 26. This agreement, and any amendments thereto, shall continue in effect until midnight of August 15, 1992, and shall continue automatically thereafter for periods of one (1) year each, unless either party notifies the other in writing by registered post, not less than thirty (30) or more than sixty (60) days before the expiration date, of its desire to terminate this agreement. In the event a notice of desire to terminate this agreement is given by either party as hereinabove provided, the parties shall meet within fifteen (15) days from the giving of such notice, or within such further period as the parties may agree, for the purpose of negotiating a new agreement.

If, pursuant to such negotiations, a new agreement, or a renewal of this agreement, is not reached prior to the current expiration date, the terms and conditions set forth in this agreement and/or any amendments thereto shall continue in effect without change until a new agreement is agreed upon or the completion of the conciliation proceedings prescribed under the Labour Relations Act, R.S.O. 1970, Chapter 232 of the Province of Ontario, as amended, whichever shall first occur.


IN WITNESS WHEREOF, this agreement has been executed by the parties hereto as of the date and year first above written, in the City of Scarborough, Province of Ontario.

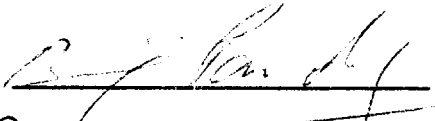
For SHOPMEN'S LOCAL UNION No.
835 of the INTERNATIONAL
ASSOCIATION OF BRIDGE,
STRUCTURAL AND
ORNAMENTAL IRON WORKERS

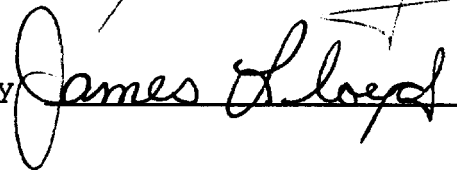
By 
President

By 
Recording Secretary

For KAWNEER COMPANY
CANADA LIMITED

By 

By 

By 
James O. Lloyd

WAGE RATES
August 16, 1990

<u>JOB GRADE</u>	<u>MIN.</u>	<u>RATE AFTER 3 MONTHS</u>	Automatically reclassified in a further 6 months.		
1	8.65	8.99			

	<u>MIN.</u>	<u>RATE AFTER 3 MONTHS</u>	<u>RATE AFTER 6 MONTHS</u>	<u>RATE AFTER 9 MONTHS</u>	<u>RATE AFTER 12 MONTHS (MAXIMUM)</u>
2	10.33	10.93	11.52	12.12	12.71
3	12.94	13.12	13.30	13.48	13.66
4	13.56	13.74	13.92	14.10	14.28
5	14.22	14.40	14.57	14.75	14.92
6	14.90	15.08	15.26	15.43	15.61
7	15.36	15.54	15.71	15.89	16.06
8	16.56	16.75	16.94	17.12	17.31

WAGE RATES
August 16, 1991

<u>JOB GRADE</u>	<u>MIN.</u>	<u>RATE AFTER 3 MONTHS</u>	Automatically reclassified in a further 6 months.		
1	9.17	9.53			
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	<u>MIN.</u>	<u>RATE AFTER 3 MONTHS</u>	<u>RATE AFTER 6 MONTHS</u>	<u>RATE AFTER 9 MONTHS</u>	<u>RATE AFTER 12 MONTHS (MAXIMUM)</u>
2	10.95	11.59	12.21	12.85	13.47
3	13.72	13.91	14.10	14.29	14.48
4	14.37	14.56	14.76	14.95	15.14
5	15.07	15.26	15.44	15.64	15.82
6	15.79	15.98	16.18	16.36	16.55
7	16.28	16.47	16.65	16.84	17.02
8	17.55	17.76	17.96	18.15	18.35

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