

COLLECTIVE LABOUR

AGREEMENT

between

**WATERLOO METAL
STAMPINGS LTD.**

AND

**THE
UNITED STEELWORKERS
OF AMERICA
LOCAL 7155**

February 14, 1990 - February 13, 1992

01765 (04)

CONTENTS

	Page
AGREEMENT	
ARTICLE I	
Recognition.....	1
ARTICLE II	
Relationship	2
ARTICLE III	
Management Rights.	3
ARTICLE IV	
Stewards.	3
ARTICLE V	
Grievance Procedure.. . . .	5
ARTICLE VI	
Discharge Cases.	7
ARTICLE VII	
Arbitration..	8
ARTICLE VIII	
No Strikes — No Lockouts.	9
ARTICLE IX	
Wages.....	9
ARTICLE X	
Hours of Work and Overtime..	13
ARTICLE XI	
Vacations With Pay.....	15
ARTICLE XII	
Declared Holidays.	16
ARTICLE XIII	
Probationary Period.	18
ARTICLE XIV	
Seniority	18
ARTICLE XV	
Promotions and Layoffs.	20
ARTICLE XVI	
Temporary Assignments.	21

ARTICLE XVII		
Payment on day of Injury.		.22
ARTICLE XVIII		
Bereavement Pay		.22
ARTICLE XIX		
Jury Duty		.23
ARTICLE XX		
Shift Premium.		.23
ARTICLE XXI		
Reporting Allowance.		.23
ARTICLE XXII		
Call In Allowance.,		.24
ARTICLE XXIII		
Bulletin Board.		.24
ARTICLE XXIV		
Insurance		.24
ARTICLE XXV		
Safety and Health..		.24
ARTICLE XXVI		
Leave of Absence		.25
ARTICLE XXVII		
Lateness		.26
ARTICLE XXVIII		
Pension Plan		.27
ARTICLE XXIX		
Apprenticeship Programme (Tool and Die Maker),		.27
ARTICLE XXX		
Letter of Understanding,		.28
ARTICLE XXXI		
Termination..		.28
Wage Schedule		.29
Appendix "B".		.33

THIS AGREEMENT made and entered into this 14th day of February, 1990.

BETWEEN:

WATERLOO METAL
STAMPINGS LTD.

Hereinafter called the
Company”
OF THE FIRST PART

— and —

UNITED STEELWORKERS
OF AMERICA

Hereinafter called the “Union”
OF THE SECOND PART

ARTICLE I — RECOGNITION

1.01 The Company **recognizes** the Union as the bargaining agent of all employees of the Company at **Kitchener**, save and except assistant foremen, persons above the rank of assistant foreman, office and sales staff. (see Letter of Understanding)

1.02 Persons, excluding assistant foremen, whose regular jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit except for purposes of instruction, experimenting, or in emergencies affecting the safety of employees or damage to equipment. Letter of Understanding regarding employees is appended to this Agreement.

1.03 Should any of the present operations be moved to a location(s) within fifty (50) kilometres of the present location, this Collective Agreement shall extend to cover such location(s).

ARTICLE II-RELATIONSHIP

2.01 The parties hereto mutually agree that any employee of the Company as of January **22, 1974**, covered by this agreement, may become a member of the Union if he wishes to do so and may refrain from becoming a member of the Union if he so desires. All employees hired after January **22, 1974**, shall become members of the Union after the completion of the probationary period as a condition of employment.

2.02 The Company and the Union agree that no employee shall in any manner be discriminated against or coerced, restrained or influenced on account of membership or non-membership in any labour **organization** or by reason of any activity or lack of activity in any labour **organization**.

2.03 The Union will not engage in union activities during working hours or hold meetings at any time on the premises of the Company without the permission of the Company President or his designee.

2.04 The Company shall deduct from the pay of each member of the bargaining unit, such union dues, fees and assessments as prescribed by the Constitution of the Union.

2.05 The dues so deducted shall be remitted along with a list of employees from whom such deductions have been made within two weeks after the end of the month payable to the International Treasurer, United Steelworkers of America, P.O. Box **13083**, Postal Station **"A"**, Toronto, Ontario, **M5W 1V7**.

2.06 The monthly remittance shall be accompanied by a statement showing the names of each employee from whose pay deductions have been made and the total amount deducted for the month. Such statements shall also list the names of employees from whom no deductions have been made and the reasons why, together with Form **115(a)** as required by the International Union.

2.07 The Company agrees to add the amount of dues deducted to the employees T-4 slips.

ARTICLE III-MANAGEMENT RIGHTS

3.01 The Union acknowledges that it is the function of the Company to hire, promote, demote, classify, transfer and suspend employees and also the right of the Company to discipline or discharge any employee for just cause, provided that a claim by an employee who has acquired seniority, that he has been discharged or disciplined without just cause may be the subject of a grievance and dealt with as hereinafter provided.

3.02 The Union further **recognizes** the right of the Company to operate and manage its business in all respects in accordance with its commitments and responsibilities. The location of the plants, the products to be manufactured, the schedules of production, the methods, processes and means of manufacturing used, the right to decide on the number of employees needed by the Company at any time, the right to use improved methods, machinery and equipment and jurisdiction over all operations, buildings, machinery, tools and employees at the plant in **Kitchener**, are solely and exclusively the responsibility of the Company. The Company also has the right to make, alter from time to time and enforce reasonable rules and regulations to be observed by the employees.

3.03 The Company agrees that the exercise of its functions under paragraph **3.01**, and **3.02** will not be inconsistent with any of the express terms of this agreement.

ARTICLE IV-STEWARDS

4.01 The Company acknowledges the right of the Union to appoint or otherwise select ten stewards one of whom shall be the chief steward and one of whom shall be the time study steward. All stewards shall be regular employees

of the Company actually at work who have completed their probationary period. The Company will **recognize** and deal with the stewards as hereinafter set forth.

4.02 The name and jurisdiction of each of the stewards shall be given to the Company in writing and the Company shall not be required to **recognize** any such steward until it has been notified in writing by the Union of the name and jurisdiction of same.

4.03 The Company undertakes to instruct all members of its supervisory staff to co-operate with the stewards in the carrying out of the terms and requirements of this agreement.

4.04 The Union undertakes to secure from its officers, stewards and members their co-operation with the Company and with all persons representing the Company in a supervisory capacity, in the carrying out of the terms and requirements of this agreement.

4.05 (a) The right of the stewards to leave their work without loss of pay to investigate or adjust grievances in their own departments is granted on the following conditions:

(i) The steward shall obtain the permission of his foremen before leaving his work, which permission shall not be unreasonably withheld.

(ii) The time off shall be devoted to the prompt handling of grievances and attending Grievance Step meetings and any preliminary meetings with the management.

(iii) The Company reserves the right to limit such time if it deems the time so taken to be excessive.

(b) For incentive workers the rate of pay shall be the incentive base rate. For non-incentive workers the rate of pay shall be the regular hourly rate.

ARTICLE V — GRIEVANCE PROCEDURE

5.01 The parties to this Agreement are agreed that it is of the utmost importance to resolve complaints and grievances as quickly as possible.

5.02 (a) It is understood and agreed that an employee does not have a formal grievance until he has discussed the matter with his foreman and given him an opportunity of dealing with the complaint.

(b) If, however, the record of such discussion is to be placed in the employee's file, the employee may request that a steward be present.

5.03 Grievances properly arising under this Agreement shall be resolved and settled as follows:

Step No. 1 - Within five working days after the circumstances giving rise to the grievance occurred or originated, the aggrieved employee or his steward may present his grievance which shall be reduced to writing to the foreman and signed by the employee. Should no written settlement satisfactory to the employee be reached within two full working days the next step in the grievance procedure may be taken at any time within two full working days thereafter.

Step No. 2 - The grievance may be referred to the Operations Manager or his designate at this step by the grievor and the Plant Grievance Committee composed of the President of the Local, the Chief Steward, and the Steward of the area in which the grievance originated. Should no written satisfactory settlement be reached within two full working days following the meeting the next step in the grievance procedure may be taken at any time within two full working days thereafter.

Step No. 3 - The grievance may be referred to the Company President or his designate at this step by the grievor and the Plant Grievance Committee. At this meeting the International Representative of the Union may attend. If a satisfactory settlement is not reached within ten calendar days from the referral and if the grievance is one

which concerns the interpretation or alleged violation of the agreement, the grievance may be submitted to arbitration as provided in Article VII below at any time within twenty-one days thereafter, but not later.

5.04 Group Grievances - To avoid the necessity of processing numerous grievances concerning the same subject or event, the Company will **recognize** Group Grievances, provided that each aggrieved employee's name is listed on the grievance and the grievance is filed in writing at Step No. 2 to the Plant Superintendent within five (5) working days of the incident giving rise to the grievance. The time limits set out in Step No. 2 above shall **apply**.

If the group grievance is not settled at Step No. 2 of the grievance procedure, the remainder of the grievance procedure, including arbitration may be followed. If an Arbitration Board or the Arbitrator finds that the Company has violated the Agreement, it shall have the power to award compensation to employees affected by the violation.

5.05 Policy Grievances - If either party has a complaint or alleges that there has been a misinterpretation, violation or non-application of this Agreement or any of the provisions hereof, then either party may within fifteen (15) calendar days of the incident giving rise to the grievance give to the other, notice in writing of such complaint at Step No. 2 of the Grievance Procedure. Within three (3) working days of receipt of such notice a meeting will be held between the Operations Manager and the Union Grievance Committee. The party against whom the complaint has been made will give an answer in writing within three (3) working days after the meeting has been held.

If the Policy Grievance is not settled at Step No. 2, the remainder of the Grievance Procedure, including arbitration may be followed. No such grievance shall be filed with respect to the same subject matter that is already the subject of a grievance filed by an employee under this Article, nor shall any grievance be filed by an employee with respect to the same subject matter that is already the subject of a grievance filed by the Union under this Article.

5.06 It is understood that any of the time limits provided for in Article V, including the original filing, may be extended by mutual agreement of the parties in writing.

ARTICLE VI — DISCHARGE CASES

6.01 In the event of an employee who has attained seniority being discharged from employment, and the employee feeling that an injustice has been done, the case may be taken up as a grievance.

6.02 A claim by an employee, who has completed his probationary period and attained seniority that he has been unjustly discharged from his employment shall be treated as a grievance if a written statement of such grievance is lodged with the Operations Manager within three working days after the employee ceases to work for the Company. All preliminary steps of the grievance procedure prior to Step No. 2 will be omitted in such cases,

6.03 Such special grievance may be settled by confirming the Management's action in dismissing the employee, or by reinstating the employee with full compensation for time lost, or by any other arrangement which is just and equitable in the opinion of the conferring parties or arbitration.

6.04 When an employee has been dismissed without notice he shall have the right to discuss the matter with his steward for a reasonable period of time before leaving the plant premises.

6.05 Copies of disciplinary and discharge notices shall be given to the Union and shall be initialled by the appropriate Company and Union officials. Any employee, who is requested to come to the foreman's office for a written warning or discharge notice, shall have his steward present.

ARTICLE VII — ARBITRATION

7.01 Failing a satisfactory settlement in Step 3 of the Grievance Procedure, either Party may request that a grievance be submitted for Arbitration and so shall make such request, in writing, addressed to the other Party to the Agreement within twenty-one (21) calendar days from receipt of the Operations Manager's decision in Step 3 of this Agreement.

7.02 The Arbitration Procedure incorporated in the Agreement shall be based on the use of a sole Arbitrator.

7.03 When either party refers a grievance to Arbitration, they shall propose a list of three (3) Arbitrators for consideration by the other party. If none of the proposed Arbitrators are acceptable to the other party, they, then, within ten (10) working days will submit a list of three (3) Arbitrators, in writing, to the aggrieved party for consideration. If no sole Arbitrator can be agreed to within ten (10) working days, either party may request the Ministry of Labour to appoint an Arbitrator.

7.04 Except where otherwise provided for in this Agreement, each of the Parties hereto will bear its own expense with respect to any arbitration proceedings. The Parties hereto will bear jointly, the expenses of the Arbitrator on an equal basis.

7.05 No matter may be submitted to Arbitration which has not first been properly carried through the appropriate stages of the Grievance Procedure.

7.06 The Arbitrator shall not be **authorized**, nor shall the Arbitrator assume authority to alter, modify, or amend any part of this Agreement nor to make provisions thereof or to deal with any matter not covered by this Agreement.

7.07 The decision of the Arbitrator shall be final and binding on the Parties.

7.08 Nothing in this Article shall preclude the parties from mutually agreeing to a Board of Arbitration and all terms and conditions of this Article shall apply to the Board of Arbitration, except

- (a) Each of the parties will bear the expenses of its own nominee to the Board;
- (b) Where there is no majority **decision**, the decision **of** the Chairperson shall govern;

ARTICLE VIII — NO STRIKES -NO LOCKOUTS

8.01 In view of the orderly procedures established by this Agreement for the settling of disputes and the handling of grievances the Union agrees that, during the life of this Agreement, there will be no strike, picketing, slowdown or stoppage of work, either complete or partial, and the Company agrees that there will be no lockout.

ARTICLE IX — WAGES

Purpose -The parties to the Agreement have negotiated the following incentive system to give the employees increased operator earnings through increased effort. Subject to the provisions of this Article, earnings opportunity shall not be limited or discouraged.

9.01 Wage Schedule - Incorporated **herein** as part of this Agreement is a schedule of hourly wage rates and incentive base rates identified as Appendix "A"!

9.02 Permanency of Standards -The parties agree that the incentive plan hereinafter set out shall apply for the life of the Agreement to those job classifications to which they applied on the signing date of this Agreement and to any job classification to which they may be subsequently applied. The parties also agree, however, that situations may arise where the establishment or use of an incentive standard for some particular tasks or operations is not practical or applicable.

9.03 Out of Line Differentials

(a) Employees who are entitled to receive out-of-line differentials, shall not have their wage rate reduced as long as they remain in their current job classification, or until they are offered a job in another job classification which they refuse, but which does not conflict with the Provisions of Article XIV, Seniority.

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

(c) If, as a result of a lay off and the exercise of seniority rights, an employee with an out-of-line differential is moved to a job having a lower standard hourly rate, or a lower incentive base rate, then the out-of-line differential shall be cancelled.

(d) If such employee referred to in sections **(b)** and **(c)** 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 negotiations.

(e) The incentive base rate for such an employee shall be the rate of his job classification plus any applicable out-of-line differential.

9.04 Incentive Opportunity Standard • For any job which is placed on an incentive payment basis, incentive standard for various work (i.e., tasks or operations) performed on such job shall be established so that qualified employees working on the job with normal incentive effort will have an earnings opportunity over and above the base rate.

9.05 Establishment of Incentive Standards • Incentive standards covering various work performed on any job shall be established:

(a) To cover a specified set of **standardized** conditions.

(b) In a manner and by a procedure that is equitable to the employees and takes into account all the various factors and elements of the work performed.

(c) Based on the normal working capacity of employees working with normal incentive effort and in accordance with safe working procedures.

(d) To give consideration to ~~the~~ quality of workmanship required, and

(e) To give adequate consideration to fatigue, necessary personal time and delays.

9.06 Pay Computation

(a) Incentive standards shall be expressed in terms of standard time values and not in terms of price per piece or multiples thereof.

Incentive earned shall be expressed in terms of "earned hours" which shall be multipliable by the incentive base rate of the job classification to arrive at total monetary earnings.

(b) Calculation of earnings shall be made on a daily basis.

(c) Where Incentive standards are exceeded, payment shall be made on the "one-for-one" basis. That is, one per cent increase in pay for each one per cent increase in production above the established incentive standard.

9.07 Change of Incentive Standards - Any Incentive standard shall remain unchanged except when a change or changes are made in the method, materials, tools, equipment, or quality standards (other than maintenance or replacement changes except changes where an allowance for a specific condition has been included in the existing incentive standard) and such cumulative change or changes affect the incentive standards to a substantial extent, i.e. plus or minus 5% or more. In the event change or changes are cumulatively made to such an extent, then only those elements directly affected by such change or changes may be modified. Elements not affected by such change or changes shall not be modified. The Company will make available to all employees working under the revised standard all improvements or changes which led to the revision. The Union shall receive a copy of all changed incentive standards when they are issued. In the event that a clerical error is made in the setting of an incentive standard, it shall be immediately, but not retroactively, corrected. A copy of the reasons for the correction will be supplied to the Union.

9.08 Grieving on Changed Incentive Standard - In the event the incentive standard is affected by a change or changes in the manner and to the extent provided in Section 9.07, any employee affected may file a grievance within thirty calendar days that the incentive standard has not been adjusted, or has been improperly adjusted. If such grievance is submitted to arbitration, any adjustment resulting from the decision of the Arbitration Board or the Arbitrator shall be effective as of the date upon which the change was made which precipitated the grievance.

9.09 Trial Period

(a) When incentive standards are established, a reasonable trial period shall be established for the standard and the expiration date of such trial period shall be noted on the standard and on the operation analysis card. Such trial period shall not be longer than one calendar month from the date on which the incentive standard is established.

(b) After the trial period, but within thirty calendar days thereafter any employee performing the task or operation may file a grievance that the standard on the task or operation is not in accordance with the provisions of this Agreement.

(c) The results of such grievance shall be applied effective as of the date the standard was established.

(d) The Company on its premises shall make available to the Union any material or information necessary to the resolving of an incentive grievance.

9.10 Defective Work

(a) An employee working on incentive work shall not earn incentive but shall be paid the incentive base rate for the work **rejected** if the improperly performed work was the fault of the employee.

(b) An employee shall be paid the incentive base rate whenever such employee is assigned to reprocess work produced by him if the improperly performed work was the fault of the employee.

(c) If an employee is required to reprocess work which is not his fault, a temporary incentive standard **shall**

be established. **If it** is not possible **to** establish a **temporary** incentive standard the employee shall be paid **his** Incentive base rate.

(d) An employee working on an incentive standard shall retain his incentive earnings if the **defective** work is not the fault of the employee.

9.11 Non-Standard Conditions - Temporary incentive standards shall be established for non-standard conditions whenever possible for a period **not** to exceed one calendar month from the date on which the temporary incentive standard is established. If it is not possible to establish a temporary incentive standard the employee shall be paid his incentive base rate.

9.12 Group Incentives - Incentive standards may be applied on a group basis on closely related operations where each member of the group is dependent on others of the same group or where a community of interest exists.

9.13 Down Time - If an employee working on an incentive standard is required to wait for reasons beyond the control of the employee, he shall be paid for the entire time lost at his incentive base rate provided the employee punches out and the foreman or the representative he designates in his absence is notified at the start of the delay period, or as soon thereafter as is practicable and the employee punches back in as soon as the idle period ends.

ARTICLE X — HOURS OF WORK AND OVERTIME

10.01 The following paragraphs and sections are intended to define the normal hours of work and shall not be construed as a guarantee of hours of work per day or per week, or of days of work per week.

10.02 The standard work week shall consist of forty hours per week and eight hours per day.

10.03 The Company agrees to consult with the Union Negotiating Committee sixty days prior to any changes in the scheduling of hours of work.

10.04 (a) For non-incentive workers, overtime at the rate of time and one-half of the employee's basic rate shall be paid for the first four hours worked and double thereafter for hours worked in excess of the regular hours of work per day as set out in paragraph **10.02**. Time and one-half shall be paid for all hours worked on Saturday. Double time shall be paid for all hours worked on Sunday.

(b) For incentive workers, overtime at the rate of time and one-half of the employee's base rate shall be paid for the first four hours worked and double thereafter for hours worked in excess of the regular hours of work per day as set out in paragraph **10.02**. Time and one-half shall be paid for all hours worked on Saturday. Double the base rate shall be paid for all hours worked on Sunday. The incentive shall continue to be paid on the base rate for all hours worked.

(c) The regular hours for overtime purposes are after eight hours on the day shift and after ten hours on the night shift.

10.05 To the extent that hours are compensated for at overtime rates under one provision they shall not be counted as hours worked in determining overtime under the same or any other provision.

10.06 The Company shall set aside and allow two ten-minute rest periods, one in each half shift. These rest periods shall start and finish at the respective work stations of employees.

10.07 A three-minute clean-up and wash-up period shall be permitted at three minutes before quitting time of each half shift. It is understood and agreed that the work station of each employee shall be cleaned up by him in the allotted three minutes before the employee washes up.

10.08 For afternoon shift employees the standard work week shall consist of forty hours per week and ten hours per day. For all employees who qualify for payment of the

Declared Holidays as set out in Article XII of the Collective Agreement, the normal work day shall be ten hours based on their regular current **hourly rate for non-incentive** workers (for incentive workers the hourly base rate shall be the incentive base rate). For all hours worked on Friday the afternoon shift employees shall be paid at the appropriate overtime rate as set out in Article **10.04** (a) (b) (c).

10.09 Overtime work shall be equitably distributed among those employees normally performing the work to be done in the department or job classification, on the shift on which the overtime is required, **to** the degree that it is practicable and efficient to do so. Overtime shall be reviewed by the shop foreman and the department steward quarterly.

10.10 It is understood that the provisions of this Article do not apply to truck drivers. Overtime at the rate of time and one-half shall be paid for all hours worked over **forty-four (44)** per week by truck drivers.

ARTICLE XI — VACATIONS WITH PAY

11.01 All employees who have been steadily employed by the Company for a period of one year or more prior to July 1st in any year shall be entitled to two weeks vacation at a time convenient to the Company and shall receive as vacation pay a sum equivalent to four per cent (4%) of the employee's earnings during the twelve month period immediately preceding July 1st in such year.

11.02 All employees who have been steadily employed by the Company for a period of five years or more prior to July 1st in any year shall be entitled to three weeks' vacation with pay at a time or times convenient to the Company and shall receive as vacation pay six percent (6%) of the employee's earnings during the twelve month period immediately preceding July 1st in such year.

11.03 All employees who have been steadily employed

by the Company for a period of twelve years or more prior to July 1st in any year shall be entitled to four weeks' vacation with pay at a time or times convenient to the Company and shall receive as vacation pay eight per cent (8%) of the employee's earnings during the twelve month period immediately preceding July 1st in such year. In the second year of the Agreement, the twelve years shall be reduced to eleven years.

11.04 All employees who have been steadily employed by the Company for a period of twenty years or more prior to July 1st in any year shall be entitled to five weeks' vacation with pay at a time or times convenient to the Company and shall receive as vacation pay ten per cent (10%) of the employee's earnings during the twelve month period immediately preceding July 1st in such year.

11.05 If an employee leaves the employ of the Company, his vacation pay shall be calculated in accordance with the entitlement under this Agreement.

11.06 The parties agree that a vacation list shall be posted by January 1 each year in order that employees may post their vacation preference. The employees shall list their vacation preference by March 31 each year. The Company shall, by April 30 each year, assign vacation periods, keeping in mind the requirements of efficient operation of the plant, and the seniority of the employees involved. After April 30, no vacation periods may be changed, unless an emergency production requirement arises, without the consent of the employee or employees concerned, and the Company.

ARTICLE XII — DECLARED HOLIDAYS

12.01 The Company recognizes the following declared holidays and agrees that all employees who have served their probationary period, who qualify in accordance with Article 12.02, shall receive payment for such holidays based on their regular current hourly rate for non-incentive workers multiplied by the number of hours in a normal work

day. (For incentive workers the hourly rate shall be as set out in Article **12.01(a)**). When a declared holiday falls on a Saturday or Sunday it will be celebrated on the **preceding** Friday or on the following Monday at the sole **discretion** of the Company. Employees required to perform any work on any of these holidays shall be paid at the rate of time and one-half their regular basic rate, in addition to receiving holiday pay.

New Year's Day	Thanksgiving Day
Good Friday	Day before Christmas Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Civic Holiday	Day before New Year's Day
Labour Day	

12.01 (a) For incentive workers the rate of pay for Declared Holidays shall be the incentive base rate plus **10%**. Effective the date of ratification the **10%** shall be increased to **12%**. In the second year of the Agreement, the **12%** shall be increased to **15%**.

12.02 When one of the holidays listed in Section **12.01** is observed during an employee's annual vacation, the employee shall be allowed one additional day's vacation with pay at a time convenient to the Company.

12.03 All employees who have served their probationary period shall be eligible for holiday pay irrespective of whether they are required to work on the holiday or not, subject to the provisions of paragraph **12.04**.

12.04 To qualify for holiday pay an employee must work the last scheduled shift prior to and the first scheduled shift after the holiday unless absent because of bona fide illness or **authorized** leave of absence. The Company may require a medical certificate as proof of illness.

12.05 In addition to the plant holidays listed in clause **12.01** there shall be one additional declared holiday which shall be a floating day. Each year the parties shall meet to discuss the day upon which the floating holiday shall be celebrated and it shall be celebrated on that day in the next ensuing calendar year. In the event that the parties

are unable to agree upon the said day then the Company shall designate the day upon which it shall be celebrated. Entitlement to payment for the floating holiday shall be subject to the same qualifications as set forth in this Article for other declared holidays.

ARTICLE XIII — PROBATIONARY PERIOD

13.01 Newly hired employees shall serve a forty working day probationary period, within a twelve month period, and shall have no seniority rights during this period. Upon completion of the probationary period, a new employee shall have his seniority dated back to his last date of hire.

13.02 During the probationary period referred to above, the employee shall be considered as being employed on a trial basis and may be discharged or laid off at the discretion of the Company.

ARTICLE XIV — SENIORITY

14.01 Seniority as referred to in this Agreement, shall be on a plant wide basis. The Company shall compile Seniority Lists every four (4) months. A copy of each Seniority List will be posted in the plant and a copy given to the Union. A copy of such seniority list shall be sent to the Union Area Office. A subsequent seniority list, including addresses, postal codes, telephone numbers and rates of pay shall be provided to the Union Area Office on or about December 31st of each year.

14.02 (a) Employees shall accumulate seniority when absent, from work, under the following conditions.

(i) During the first six calendar months of any absence due to layoff, leave of absence, non-occupational accident or sickness for employees having 12 months seniority or less as of the date the absence commenced:

(ii) During the first twelve calendar months of any absence due to layoff, leave of absence, non-occupational accident or sickness for employees having over twelve months seniority as of the date the absence commenced.

14.03 An employee loses all seniority when:

(i) He is discharged, and not subsequently reinstated through the grievance or arbitration procedure.

(ii) He resigns.

(iii) He has been on layoff for a continuous period of twelve months;

(iv) He has been on layoff for a continuous period of less than twelve months and who, when notified by registered mail or by telegram addressed to the last address he has recorded with the Company, fails to notify the Company within three working **days** excluding date of mailing that he is intending to return to work and unless he returns to work as soon as possible after receiving notice and in any event within seven days of the mailing or other communication of such notice.

(v) He fails to report back to work after the expiration of the term of a leave of absence or any extension thereof granted by the Company.

(vi) Is absent from work for more than **two** consecutive working days without reporting his absence unless absent due to verifiable illness or unless there was reasonable justification for such absence.

14.04 An employee returning to the bargaining unit shall be returned to the lowest classification unless there is a vacant position for which there are no successful applicants.

ARTICLE XV — PROMOTIONS AND LAYOFFS

15.01 (a) When an opening occurs in one of the job classifications set forth in this Agreement (or one hereafter added to those set forth), which is to be filled on a permanent basis, employees will be given opportunity for promotion into such an opening on the basis of their seniority and ability. Where two or more applicants have relatively equal ability, seniority shall govern. The Company will properly **familiarize** the successful applicant with the duties of the classification. Whenever there are no qualified applicants for a vacancy, the Company may fill the vacancy by transfer in accordance with this Agreement or by a new hire. If the employee is unable to perform the duties of the classification within a five day **familiarization** period, he will be returned to his former job. Individual jobs in a labour grade will be posted separately with the addition of "and other duties as assigned": The Company shall not consider the experience gained as a result of a temporary vacancy or assignment. Lead Hand positions shall not be subject to the job posting provisions.

(b) If a temporary assignment exceeds thirty days the parties agree to discuss whether a temporary job posting should be made. If the parties decide the job should be temporarily posted, the experience gained by the employee temporarily assigned shall not be taken into account in the temporary vacancy selection. The Company may assign an employee to the vacancy, if any, created as a result of the temporary job posting.

15.02 In layoffs which exceed one working day and recalls after layoff, an employee will exercise his total plant seniority by replacing the junior man in a labour grade, providing he is able to perform the available work.

15.03 All new jobs and permanent vacancies shall be posted in the plant for three working days. Any employee in the bargaining unit may make application for such job. In the filling of such a new job, the Company shall not be limited to selecting employees who have made application,

providing no applicant has the qualifications and seniority as set out in Article 15.01. In the event that an employee has been selected to fill such a new job, then he shall be precluded from applying for any other new job for a period of six calendar months.

ARTICLE XVI — TEMPORARY ASSIGNMENTS

16.01 Non-Incentive Employees -Whenever an employee is temporarily **assigned** outside of his job classification he shall be paid as follows:

(a) If the rate of pay in the job **classification** to which he is assigned is equal to or less than the employee's regular rate, he shall receive his own regular rate of **pay**.

(b) If the rate of pay in the job classification to which he is assigned is higher than the employee's regular rate, he shall receive the higher rate of pay of the job classification to which he is temporarily assigned.

16.02 Incentive Employees - Whenever an employee is temporarily assigned outside of his job classification he shall be paid as follows:

(a) If the incentive base rate of the job classification to which he is assigned is equal to or lower than the employee's regular incentive base rate, and the task or operation has an incentive standard, his earnings shall be computed in accordance with Section 9.06 using his regular incentive base rate.

(b) If the task or operation does not have an incentive standard, he shall be paid his regular incentive base rate.

(c) If the incentive base rate of the job classification to which he is assigned is higher than the employee's regular incentive base rate, and the task or operation has an incentive standard, his earnings shall be computed in accordance with Section 9.06 using the incentive base rate of the higher job classification to which he is assigned.

(d) If the task or operation does not have an incentive standard, he shall be paid the incentive base rate of the higher job classification to which he is assigned.

ARTICLE XVII — PAYMENT ON DAY OF INJURY

17.01 Any employee injured on the job, requiring medical attention, shall be paid for the balance of his shift, on the day on which the injury occurred, and if necessary the Company shall provide transportation that day to hospital, doctor's office or employee's home. For incentive workers the rate of pay shall be average earnings. For non-incentive workers the rate of pay shall be the regular hourly rate.

ARTICLE XVIII — BEREAVEMENT PAY

18.01 The Company will grant three (3) days leave of absence without loss of pay to an employee for the purpose of arranging for and/or attending the funeral in the event of a death in the immediate family. For the purposes of this clause "Immediate Family" shall mean: Mother, Father, Son, Daughter, Brother, Sister, Wife, Husband, **Mother-in-law**, **Father-in-law**. For incentive workers the rate of pay shall be the incentive base rate. On the date of ratification the incentive base rate shall be replaced by the incentive base rate plus 12%. In the second year of the Agreement, the 12% shall be increased to 15%. For non-incentive workers the rate of pay shall be the regular hourly rate.

18.02 The Company will grant a one day leave of absence without loss of pay to an employee to attend the funeral for a brother-in-law or sister-in-law of the employee or his or her grandparents. For incentive workers the rate of pay shall be as set out in Article 18.01. For non-incentive workers the rate of pay shall be the regular hourly rate.

18.03 If an employee is unable to attend the funeral, for the family outlined herein, he will be granted a day off with pay with payment as set out in Article 18.01.

ARTICLE XIX — JURY DUTY

19.01 The Company shall pay an employee who is required for jury service, for each day of service, the difference between his hourly rate for the number of hours he normally works on his regular shift, and the payment he receives for jury service. The employee will present proof of service and the amount of pay received. An employee released from jury duty will be required to report for work and work the balance of his regular shift. For incentive workers the rate of pay shall be the incentive base rate. On the date of ratification the incentive base rate shall be replaced by the incentive base rate plus **12%**. In the second year of the Agreement, the **12%** shall be increased to **15%**. For non-incentive workers the rate of pay shall be the regular hourly rate.

ARTICLE XX — SHIFT PREMIUM

20.01 A shift premium of **45¢** per hour shall be paid to each employee for hours worked during a second (or afternoon shift). If a third (or night shift is instituted the shift premium shall be **45¢** per hour. In the second year of the Agreement, the **45¢** per hour will be increased to **47¢** per hour. Shift premiums shall be paid on statutory holidays to employees on shift work.

ARTICLE XXI — REPORTING ALLOWANCE

21.01 An employee reporting for work as usual on a regular working day, unless notified on the previous day not to report, and for whom no work at his regular job is available, shall be offered at least four hours' employment in other work at the employee's current rate of wages, or at the Company's option will be paid four hours' pay in lieu of work. This provision shall not apply if the failure to provide work is caused by reason of a labour dispute or by reasons beyond the control of the Company. For incentive workers the rate of pay shall be the incentive base rate. On the date of ratification the incentive base rate shall

be replaced by the incentive base rate plus **12%**. In the second year of the Agreement, the **12%** shall be increased to **15%**. For non-incentive workers the rate of pay shall be the regular hourly rate.

ARTICLE XXII — CALL IN ALLOWANCE

22.01 An employee who has completed his regular shift and leaves the premises and is then recalled to work shall receive a minimum of four hours' pay at the employee's regular straight time rate or for hours actually worked whichever is the greater. If the hours directly precede the regular hours worked then the employee shall be paid for hours actually worked. For incentive workers the rate of pay shall be the incentive base rate, or the incentive rate whichever is applicable. On the date of ratification, if the incentive base rate is applicable, there shall be an add on of **12%**. In the second year of the Agreement, the **12%** shall be increased to **15%**. For non-incentive workers the rate of pay shall be the regular hourly rate.

ARTICLE XXIII — BULLETIN BOARD

23.01 The Company agrees to provide a bulletin board for the convenience of the Union in posting notices. All such notices must be signed by a proper officer of the Union and submitted to the Plant Superintendent or his **authorized** representative for approval before being posted.

ARTICLE XXIV — INSURANCE

24.01 The Company agrees that during the term of this Agreement, it will provide the Insurance Benefits as set out in Schedule "**B**" attached hereto.

ARTICLE XXV — SAFETY AND HEALTH

25.01 The Union and the Company shall maintain a Joint Health and Safety Committee consisting of two **(2)** members elected or appointed by the Union and two

members appointed by the Company. The Chairperson of the Committee shall alternate every six months between the Union and the Company.

25.02 The general duties of the Joint Health and Safety Committee shall be to enforce the provisions of the Ontario Industrial Health and Safety Act, and

(a) To make a monthly inspection of the plant or place of employment for the purpose of determining hazardous conditions, to check unsafe practices and to receive complaints and recommendations with respect to these matters.

(b) To investigate promptly all serious accidents and any unsafe conditions or practices which may be recorded to it. Such investigation shall include accidents which might have caused injury to a workman whether or not such injury occurred.

(c) To hold regular meetings at least monthly for the discussion of current accidents, their causes, suggested means of preventing their **recurrence** and reports of investigating and inspections.

(d) In time lost from regular working hours, for incentive workers the rate of pay shall be the incentive base rate. For non-incentive workers the rate of pay shall be the regular hourly rate.

25.03 The Company agrees to maintain its current practice as amended by Appendix "B" with respect to providing safety shoes, safety glasses and other protective equipment for the life of this Agreement.

ARTICLE XXVI-LEAVE OF ABSENCE

26.01 The Company may grant leave of absence without pay to an employee provided that such absence does not adversely affect the operations of the Plant. Leave of absence may be granted for:

(a) Legitimate personal reasons during which time seniority will accumulate in accordance with the provisions of Article 14.02 (a) (i) (ii);

(b) Attendance at the monthly president's meeting by a maximum of two employees elected or appointed by the Union provided that;

(i) At least five (5) calendar days written notice in advance is given to the Company.

(c) Attendance at a Union Annual Convention or Conference by a maximum of five (5) employees elected or appointed by the Union provided that at least five (5) calendar days written notice in advance is given to the Company.

26.02 An employee who has completed her probationary period shall be entitled to a Maternity Leave. The duration of such maternity leave shall be in accordance with the Ontario Employment Standards Act.

If the employee, at the commencement of the Maternity Leave, is covered for insurance benefits, such benefits as set out in Appendix "B", except weekly indemnity, shall be maintained for the duration of such leave. If an employee fails to return to work at the **expiry** of such Maternity Leave, she shall reimburse the Company for the cost of such benefits. The Company shall have the right to deduct such amount from accrued vacation pay.

ARTICLE XXVII — LATENESS

27.01 Late starting shall be dealt with as follows (without limitation on the disciplinary right of the Company). For the purpose of starting work, time shall be considered only in periods of **1/10** of an hour, and if an employee starts working after the starting time, to occasion a broken period of less than six (6) minutes, he shall be **penalized** for the full period of the **1/10** of an hour concerned.

ARTICLE XXVIII — PENSION PLAN

28.01 The Company commenced a non contributory Pension Plan effective **February 14, 1981**. **Effective February 14, 1990**, the monthly accumulation was **standardized at \$5.50** per month for each year of completed service from **February 14, 1981**, to **February 14, 1987**. Increases thereafter are as follows:

- Effective February 14, 1987 - \$6.50** per month for each year of completed service thereafter
- Effective February 14, 1988 - \$7.50** per month for each year of completed services thereafter
- Effective February 14, 1989 - \$8.50** per month for each year of completed services thereafter
- Effective February 14, 1990 - \$9.50** per month for each year of completed service thereafter
- Effective February 14, 1991 - \$10.50** per month for each year of completed service thereafter

ARTICLE XXIX — APPRENTICESHIP PROGRAMME

(Tool and Die Maker)

Wage Schedule

Hours	Wage
0 - 1000	55% of Labour Grade 17 maximum
1000 - 2000	60% of Labour Grade 17 maximum
2000 - 3000	65% of Labour Grade 17 maximum
3000 - 4000	70% of Labour Grade 17 maximum
4000 - 5000	75% of Labour Grade 17 maximum
5000 - 6000	80% of Labour Grade 17 maximum
6000 - 7000	85% of Labour Grade 17 maximum
7000 - 8000	90% of Labour Grade 17 maximum

After **8000** hours the apprentice upon **successful** completion of the examination shall receive **100%** of Labour Grade **17** maximum.



ARTICLE XXX — LETTER OF UNDERSTANDING

30.01 The Letter of Understanding attached to this Agreement is a part of the Agreement between the parties.

ARTICLE XXXI—TERMINATION

31.01 This Agreement shall become effective on the 14th day of February 1990, and shall remain in effect until the 13th day of February, 1992, and shall continue in force from year to year thereafter **unless** in any **year** not more than ninety days and not less than thirty days, before the date of its termination, either party shall furnish the other with notice of termination of, or proposed revision of, this Agreement.

IN WITNESS WHEREOF each of the parties hereto has caused this Agreement to be signed by its duly authorized representatives as of the day and year first above written.

**WATERLOO METAL
STAMPING LTD.**

**UNITED STEELWORKERS
OF AMERICA**

R.J. Simmons

Alex D. McKinnon

Bob Wettlaufer

Ewan Graham

Ruth Phillion

Alvin J. Parker

Gerald Ballard

Jeannine Gies

Laurie Mills

**APPENDIX 'A'
WAGE SCHEDULE**

NON-INCENTIVE JOB CLASSIFICATIONS		RATES EFFECTIVE	
Labour Grade	Job Description	Feb. 14, 1990	Feb. 14, 1991
6	Stockperson Janitor.. Tumbler Operator.	\$ 9.46 - \$10.46	\$ 9.98 - \$10.98
7	Barrel Plating Operator.	\$ 9.78 - \$10.78	\$10.32 - \$11.32
8	Product Repair	\$10.12 - \$11.12	\$10.67 - \$11.67
10	Material Handler/Order Filler. Power Lift Truck Operator.. Paint Line Service.	\$10.84 - \$11.84	\$11.43 - \$12.43
11	Material & Process Insp. Shipper/Receiver. Tool Crib Attendant.	\$11.32 - \$12.32	\$11.94 - \$12.94

WAGE SCHEDULE

NON-INCENTIVE JOB CLASSIFICATION		RATES EFFECTIVE	
Labour Grade	Job Description	Feb. 14, 1990	Feb. 14, 1991
12	Lead Hand - Paint/Plating. Set-up - Presses/Assembly.	\$11.97 - \$12.97	\$12.62 - \$13.62
13	Lead Hand - Presses/Assembly.	\$12.50 - \$13.50	\$13.17 - \$14.17
14	Maintenance - Grade 2. Machinist - Grade 2. Truck Driver.	\$13.17 - \$14.17	\$13.88 - \$14.88
15	Maintenance - Grade 1. Machinist - Grade 1.	\$13.63 - \$14.63	\$14.36 - \$15.36
16	Machinist - Maintenance/Toolroom.	\$14.23 - \$15.23	\$14.99 - \$15.99
17	Tool & Die Maker - Grade 2. Millwright.	\$15.80 - \$16.80	\$16.64 - \$17.64

WAGE SCHEDULE

NON-INCENTIVE JOB CLASSIFICATION		RATE EFFECTIVE	
Labour Grade	Job Description	Feb. 14, 1990	Feb. 14, 1991
18	Tool & Die Maker - Grade 1	16.82 - \$17.82	\$17.71 - \$18.71
19	Lead Hand - Tool & Die Die Technician.	\$17.87 - \$18.87	\$18.92 - \$19.92

WAGE SCHEDULE

INCENTIVE JOB CLASSIFICATIONS

BASE RATE RATES EFFECTIVE

labour Grade	Job Description	Feb. 14, 1990	Feb. 14, 1991
5	Racker & Unracker Light Assembly Operator.	5 8.31	5 8.72
7	Heavy Assembly Operator. Press Operator	5 8.94	5 9.39
9	Bed Frame & Webbing Assembly. Set-up & Operate Spotweld. Link Fabric Operator. Spray Painter.	5 9.69	\$10.17
11	Set-up & Operate Gas & Arc Weld. Set-up & Operate Press. (there will be an add on of .50¢ per hour worked on set-ups)	\$10.45	\$10.97

APPENDIX "B"
SCHEDULE OF INSURANCE

Life Insurance - \$14,000) effective April 1, 1990, the
Accidental Death and) Life Insurance and the
Dismemberment - \$14,000) Accidental Death and
) Dismemberment shall be
) increased to \$15,000 and
) in the second year of
) the Agreement to
) \$16,000

Weekly
Indemnity - \$220 per week
- effective April 1, 1990
\$230 per week
- effective February 14, 1991
\$240 per week

**ACCIDENTAL DEATH &
DISMEMBERMENT BENEFIT**

Coverage is provided for disability occurring at or away from work.

WEEKLY INDEMNITY BENEFIT

Coverage is payable from the 1st day of absence due to an accident or injury, or sickness if hospitalized, on the 5th day due to sickness for a maximum period of 39 weeks. Pregnancy is excluded.

MAJOR MEDICAL EXPENSE BENEFIT

No deductible - No Coinsurance
Hospital Charges - Out-Patient Only

Basic Preventative Dental Plan (Delta Basic Plan or Blue Cross or equivalent) with the Company paying 90% of the cost and the employee paying 10% of the cost. Effective April 1, 1990, the 1988 O.D.A. Schedule shall be instituted. Effective February 1, 1991, the 1989 O.D.A. Schedule shall be instituted.

Safety Shoes: The Company to pay **\$55.00** towards the cost of safety shoes for employees with one year or more service up to one pair per contract year. In the second year of the Agreement increase the **\$55.00** to **\$60.00**

Safety Glasses: The Company agrees to supply and pay for **C.S.A.** approved industrial prescription safety lens and frames once during the life of the Agreement (**\$60.00** maximum with an additional allowance of **\$20.00** maximum for bifocals).

DRAFT LETTER

United **Steelworkers** of America

Dear Sirs:

Re: Waterloo Metal Stampings Ltd.
and United Steelworkers of America

We wish to confirm the following understandings which will apply during the term of the Collective Agreement currently in effect:

- (1) (a) If the Company moves to a **continous** work week and/or a three shift operation, there will be a twenty minute paid lunch break for all employees on such shifts;
- (b) Employees who wish to be transferred to less onerous or **lower** rated jobs for health or other reasons will be given serious consideration;
- (c) The Company agrees to continue its current practice of replacing worn out tools on presentation of the worn out tool to the tool-room foreman.

2. **ARTICLE I- RECOGNITION**

- (a) It is understood and agreed that there shall not be more than Six **(6)** Assistant Foremen in the **employ** of the Company **at** any one time. It is also the understanding that, as the Company **grows and expands its work force, the Assistant Foremen** will spend more time supervising and less time performing physical labour, Article **1.02** shall **not** apply to work currently being performed by the existing foremen.
- (b) Persons regularly employed for **not** more than twenty-four hours per week and students employed during the school vacation **period** will **not** otherwise **be** covered by the Agreement except for the payment of dues.

3. On successful completion of **pre-authorized** work related courses, the Company agrees to reimburse the employee for the cost of the course.

4. Retroactivity will be paid to all employees In the employ of the Company as of the Date of Ratification.

5. **Weekend Shift**

The following conditions are agreed upon:

- (a) The **above** noted jobs shall be posted in the plant in accordance with article **15.03**.
- (b) New employees shall serve a **40** working day probationary period. Employees who qualify to be paid for the full **10** hour make-up day shall have the make-up day count as a working day toward their probationary period.
- (c) Employees will be required to work **30** hours per week and will be paid for **40** hours, **10** hours of which shall be makeup pay Employees will lose makeup pay due to absenteeism on their regular work days in the following manner:
 - For absences of up to 5 hours, **employees** will lose make-up day pay equivalent to the amount of time absent rounded to the next half hour.

- For absences of more than 5 hours the entire make-up day pay shall be forfeited.
- (d) The 10 hours of make-up pay shall be paid at the employees incentive base rate for incentive workers and the regular hourly rate for non incentive workers.
- (e) The Company will **recognize** declared holidays and all employees who have served their probationary period and qualify in accordance with Article **12.04** shall receive payment for such holiday **based** on their current incentive base rate plus **10%** for incentive workers and the regular hourly rate for non incentive workers. (plus amendment to **12.01(a)** shall apply.)
- (f) The Company retains the right to revert back to an **8** hour day x 5 days **work** week, or discontinue the weekend shift if it is deemed necessary, **recognizing** employees who have accumulated seniority the option to exercise their bumping rights.

6. Humanity Fund

The Company agrees to deduct on a weekly basis the amount of forty (**40**) cents per week from the wages of all employees in the bargaining unit for all hours worked and, **prior** to the **15th** day of the month following, to pay the amount so deducted to the "Humanity Fund" and to forward such payment to United Steelworkers of America National Office, **234 Eglinton** Avenue East, Toronto, Ontario, **M4P 1K7** and to advise in writing both the Humanity Fund at the aforementioned address and the local union that such payment has been made, the amount of such payment and the names of all employees in the bargaining unit on whose behalf such payment has been made. All employee deductions are voluntary and may be cancelled upon request.

7. Sexual Harassment

The Company and the Union recognize that sexual harassment is an unlawful employment practice in violation of the Ontario Human Rights We, which defines it as:

“...A course of vexatious comments or conduct or sexual advance or solicitation that is known, or thought reasonably to be known to be unwelcome, perpetrated by a person's employer, someone acting for the employer or a ~~co~~-worker..”

The Company and the Union will designate one person who will be the designated Management and Union representatives for purposes of investigating allegations at the plant level.

Any employee who believes that he or she has been subjected to harassment as defined above shall report such concern to the designated representative(s). Any allegation will be investigated in a confidential manner and the complainant will be advised of the results of the investigation.

If the employee is not satisfied with the investigation outlined above, the employee may appeal, within thirty days of the result of the investigation, to an Appeal Committee composed of one person designated by the United Steelworkers of America District 6 Director **as** referenced In the Union's Policy Document **re** Discriminatory Harassment and one person appointed by the Company.

The Committee will, as soon as possible **following** receipt of the written appeal, meet and review the facts pertaining to the allegation and interview such persons as are necessary in order to resolve the complaint.

Nothing herein precludes or limits the employee's entitlement to pursue a complaint through the grievance procedure with regard to any

disciplinary action taken against such employee.

Nothing herein shall deny any employee from pursuing his/her complaint through the applicable legislative procedure.

It is further understood that any complaint pursued through the internal procedure shall not be **arbitrable**, nor shall any documents, reports, discussion or information arising out of or during the procedures outlined herein be introduced as evidence or referred to in any other legislative procedure.

8. Pension Committee

There shall be an Advisory Committee of three **(3)** people. One member shall be, if possible, a former member of the Pension Plan, one member shall be elected or appointed from the Local Union and one member shall be a representative from the International Union. The purpose of the advisory committee shall be to act in accordance with the Pension Benefits **Act 1987**. The duties of the advisory committee are

- (a) to monitor the administration of the Pension Plan;
- (b) to make recommendations to the administrator of the Pension Plan; and
- (c) to promote awareness and understanding of the Pension Plan.

The advisory committee or its representatives have the right to examine the records of the administrator in respect of the administration of the Pension Plan and the Pension Fund and to make extracts from and copies of the **records**, but this shall not apply in respect of information as to the service, **salary**, pension benefits or **other** personal information related to any specific person without the person's prior consent.

The administrator of the Pension Plan shall provide to the advisory committee or its representative such information as is under the control of the administrator and is required by the advisory committee or its' representative for the purpose of the committee.

Within thirty **(30)** days of a written request, copies of the most **recent** of the following documents will be made available to the Advisory Committee

- (a) revised or update copies of the Pension Plan
- (b)** revised or updated copies of the trust agreement
- (c) actuarial reports and cost certificates
- (d)** the annual information returns as filed with the Pension Committee
- (e)** all financial documents related to the Pension Fund management **(i.e.,** Financial Statement, Balance Sheet, source and use of Funds, etc..)