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# Collective Agreement

between

*Richard Canada Corp*  
**WALKER EXHAUSTS  
CAMBRIDGE, ONTARIO FACILITY**

and

**UNITED STEELWORKERS  
OF AMERICA  
AND ITS LOCAL NO. 2894**

October 11, 1981

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# AGREEMENT

THIS AGREEMENT made as of the 11th day  
of October, 1981.

BETWEEN:

**WALKER EXHAUSTS,  
CAMBRIDGE, ONTARIO FACILITY**  
hereinafter referred to as "the Company"  
**OF THE FIRST PART**  
(A division of Tenneco Canada Corp.)

— and —

**UNITED STEELWORKERS OF AMERICA,**  
hereinafter referred to as "the Union"  
**OF THE SECOND PART**

FOR and in consideration of the mutual  
benefits likely to be obtained by way of a more  
harmonious relationship between the Company  
and the Union, and the greater productive ef-  
ficiency resulting therefrom, the parties hereto  
covenant and agree with each other as follows:

NOW THEREFORE THIS AGREEMENT  
WITNESSETH:

**ARTICLE 1**  
**UNION RECOGNITION**  
**AND UNION RESPONSIBILITY**

**Section 1.01.** The Company recognizes the Union as the sole and exclusive bargaining agent for negotiating working conditions, hours of work and wages on behalf of the Bargaining Unit defined as "all employees of the Company including stationary engineers and firemen, except group leaders, foremen, guards, persons above the rank of foremen, engineers and office staff" (which personnel comprised in the said Bargaining Unit are hereinafter referred to as "employees" where referred to as a group or as "employee" as the case may be when an individual in such group is referred to, and reference herein to "employees" and "employee" shall be construed *to* refer only *to* such personnel).

**Section 1.02.** The Labor Relations Act of Ontario ("OLRA") provides, and the Union and its members agree, that it is illegal under the Act and a violation of the Collective Agreement, for any employee, either individually or collectively, to authorize, instigate, cause, condone, or take part in any strike (including a sympathy strike), slow-down, work stoppage, sit-down, stay-in or other curtailment or restriction of any operation of the Company during the term of the Agreement. Should there be a violation of the foregoing, there shall be no discussion nor negotiations regarding the difference or dispute between the Company and the Union during the existence of such violation, or before normal work has been resumed.

**Section 1.03.** Any employee **who** violates the above section or the ORLA may be subject to discipline up to discharge. The Union representatives (International Representatives and Officers and Stewards of the Local Union) shall make an honest effort to prevent employees from engaging in or continuing activities which are in violation of Section 1.02.

## **ARTICLE 2 MANAGEMENT**

**Section 2.01.** The management and operation of the Company's plant, the efficiency, direction, supervision and control of all operations and **all** working forces including the right to discipline, hire, suspend and discharge employees for cause and to make and enforce reasonable rules to promote safety, efficiency, order, discipline and protection of the Company's materials, tools and machinery and to promote or demote employees or transfer employees temporarily or permanently to new duties or to decide **as** to the relative skill, ability and efficiency of employees in the performance of their duties, or to relieve employees from duty because of lack of work or for other legitimate reasons, or to schedule its operations or to extend, limit, curtail or re-schedule its operations when in its sole discretion it may deem it advisable to do **so** shall remain vested solely in the Company, subject to the provisions of Article IX hereof and to the right of an employee to lodge a grievance under the provisions of Article **X** in the manner and to the extent therein provided.

**Section 2.02.** The Company agrees that the exercise of its functions under Section 2.01 will not be inconsistent with any of the terms of this Agreement.

### **ARTICLE 3 UNION SECURITY**

**Section 3.01.** It is agreed all employees now members of the Union shall, as a condition of employment, remain members in good standing for the duration of this Agreement; that those at present employed who are not members shall join the Union within forty-five (45) days after the date of execution of this Agreement; and that all employees hired during the life of this Agreement shall become members of the Union on expiration of forty-five (45) days service with the Company or within forty-five (45) days after the date of execution of this Agreement; whichever is the later (provided that the Company shall not be required to discharge or discriminate against any employee to whom membership in the Union has been denied or terminated on any ground other than his refusal to tender the periodic dues uniformly required to maintain membership in the Union).

**Section 3.02.** The Company agrees to deduct the regular monthly dues in accordance with the Constitution of the Union and the by-laws of the Local from all wages of all employees covered by this agreement and remit by cheque each month the full amount of money so collected to the International Secretary-Treasurer,

**Section 3.03.** Upon the execution of the Agreement the Local shall supply the Company with a direction to deduct the dues in the manner provided, which direction shall be signed by the President and the Financial Secretary of the Local and shall set forth the amount to be deducted for each employee.

#### **ARTICLE 4**

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

**Section 4.01.** The standard working week shall consist of forty (40) hours, eight (8) hours daily Monday to Friday inclusive. All employees except firemen working as such, shall be paid overtime for all hours worked over eight (8 hours) per day Monday to Friday inclusive or any hours worked on Saturdays or holidays as recognized in this Agreement at the overtime rate of one and one-half times the hourly rate (non-incentive employee) or average straight-time earnings rate for that week or day work rate, whichever is the greater (incentive employee) as the case may be applicable to the employee concerned,

All employees (except firemen working as such) shall be paid double time for hours worked on Sunday.

**Section 4.02.** Firemen working as such shall be paid overtime at the rate of one and one-half times their hourly rate for all hours worked over forty-two (42) hours in any one work week and for any hours worked on their day off which is deemed to be their Saturday and double time shall be paid for any hours worked on their day off which is deemed to be their Sunday.

**Section 4.03.** The following days shall be recognized as holidays, namely:

New Years Day, National Heritage Day, Good Friday, Victoria Day, Dominion Day, Civic Holiday, Labour Day, Thanksgiving Day, November 11, Christmas Day, One Day in the Christmas season, normally Boxing Day, and two additional "floating" holidays.

**Also**, any day declared by statute or order-in-council of the Government of Canada to be observed **as** one of the holidays listed above because such holiday falls on a Sunday.

**Section 4.04.** The Company shall pay for the holidays listed in Section 4.03 to each employee who has been employed by the Company for a full thirty (30) day period, an amount equal to such employee's hourly rate (non-incentive employee) or his average straight-time hourly earnings rate (incentive employee), as the case may be, of pay multiplied by the number of regular working hours in his work day, provided, however, that in order to be eligible for such holiday pay an employee must have worked the full last scheduled work day preceding the holiday and the full next scheduled work day following the holiday unless;

(i) absent because of a death in the immediate family;

(ii) absent with the written permission of the Company.

In emergency situations, oral permission may be given. Such oral permission shall be obtained from the Personnel Department by first

**shift** employees **and** by **all other** employees, if the emergency arises during the hours the Personnel Office is open. If a second or third shift employee must seek such permission **outside** of the hours of the Personnel Office, it shall be obtained from the employee's foreman, or in the absence of his foreman, from the shift supervisor. **In** each case it shall be the employee's obligation to obtain from the person who gave the oral permission a written confirmation of it (**which** confirmation shall be given).

(iii) absence due to injury or bona fide illness, if the employee has worked any **of** the five **(5)** work days preceding the holiday or any of the five **(5)** work days succeeding the holiday;

(iv) absence because of a layoff if the **employee** has worked any of the five **(5)** work days preceding or any of the five **(5)** work days succeeding the holiday.

In the event that one or more of the holidays recognized herein occurs during the employee's vacation, he shall be paid for such holiday in addition to his vacation pay.

Tardiness on the workday before or the workday after a holiday shall be considered as "tardiness" up to one hour after the employee's scheduled starting time. Tardiness in excess of one hour shall be governed by the "absence" rules set forth above in this section. Tardiness shall be treated as follows:

(a) On the day before the holiday tardiness (up to one hour) for any reason shall not disqualify **an** employee from holiday pay.

(b) ~~On~~ the day following the holiday, tardiness (up to ~~one~~ hour) shall be judged ~~by~~ the Company on a case by case basis; if the reason for the tardiness is beyond the reasonable control ~~of~~ the employee he shall not be disqualified from holiday pay; provided, however, the employee shall state in writing the reason for the tardiness.

**Section 4.05.** Late starting and early quitting shall be dealt with as follows (without affecting the Company's right to discipline):

(a) 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 6 minutes, he shall be penalized for the full period ~~of~~ 1/10 ~~of~~ an hour concerned.

(b) For the purpose of quitting time, time shall be considered only in periods of fifteen (15) minutes, and if an employee **shall quit** work before quitting time ~~so~~ as to occasion a broken period of less than fifteen **(15)** minutes, then he shall be penalized for a full period of fifteen **(15)** minutes, save as otherwise in this Article provided.

**Section 4.06.** There shall be two 10-minute rest periods, one in the forenoon and one in the afternoon. Each employee shall be allowed a 5-minute wash-up period immediately preceding the fixed quitting hours at noon and evening as posted from time to time in the work schedules. The rest periods and wash-up periods shall apply to all off-shifts.

**ARTICLE 5**  
**PERFORMANCE OF WORK**

**Section 5.01.** Group Leaders and those above the rank of Group Leaders excluded from the Bargaining Unit shall act in a supervisory capacity only and they shall not perform any work or operation performed by regular employees at any time whatsoever except in cases of emergency or for the purpose of instructing employees. The Company agrees to employ not more than four **(4)** Group Leaders for each shift. The Company shall post a notice on the bulletin board setting out the names of the Group Leaders so employed.

**ARTICLE 6**  
**LEAVES OF ABSENCE**

**Section 6.01.** (a) Leaves of absence shall not be granted, except in cases of exceptional circumstances. Permission to be absent for part of a work day is not considered a leave of absence; such absence is covered by the pass system.

(b) An application for a leave of absence must be in writing stating the reason for the leave and its duration and signed by the employee. It shall be submitted initially (by the employee requesting it) to his foreman, and the foreman shall immediately pass it on to the General Foreman or the Personnel Manager for approval or disapproval.

(c) If the employee has not received a response to his written request for a leave of absence by the end of five **(5)** working days

from the day of his request (or sooner in the case of an emergency leave), or if he has received a negative response, he shall be permitted to make inquiry concerning it to the Personnel Manager. Except as provided below, no employee shall absent himself on leave without the written approval of his request for a leave of absence. In emergency situations, oral permission shall be obtained from the Personnel Department by first shift employees and by all other employees if the emergency arises during the hours the Personnel Office is open. If a second or third shift employee must seek such permission outside the hours of the Personnel Office it shall be obtained from the employee's foreman, or in the absence of his foreman, from the shift supervisor. In each case it shall be the employee's obligation to obtain from the person who gave the oral permission a written confirmation of it (which confirmation shall be given). In order to obtain the written confirmation, a written request for the leave (which has been granted orally) shall be made together with the request for a confirmation.

**Section 6.02.** The Company recognizes the need for United Steelworkers conventions and the education of its representatives for the orderly administration of the Union. Accordingly, the following United Steelworker functions shall be deemed proper reasons for the application for leave of absence, which must be applied for and approved in writing as provided in Section 6.01 above: International U.S.W.A. convention, Canadian and Local U.S.W.A. conventions and conferences, and U.S.W.A., and/or O.F.L., and/or C.L.C., schools and/or educational seminars. **Any** such

leave of absence shall be limited to three (3) employees at any one time, two (2) of which (at least) shall be from different departments.

**Section 6.03.** When a death occurs in the immediate family of any employee, that employee will be granted (for the purpose of arranging or attending the funeral) three (3) days leave of absence with pay based on his regular hourly rate, if such days fall on scheduled work days. The immediate family shall include only a mother, father, wife, husband, son, daughter, sister, brother, mother-in-law, father-in-law, step-mother and step-father. In the case of the death of a brother-in-law or a sister-in-law, an employee will be allowed leave with pay for the day of the funeral, if it falls on a day he is scheduled to work.

**ARTICLE 7  
VACATION WITH PAY**

**Section 7.01.** An employee shall be entitled to a vacation with pay based upon his continuous employment with the Company as of July 1 in each year, in accordance with the following table:

<b>Continuous Employment As of July 1</b>	<b>Amount of Vacation Time</b>	<b>Amount of Vacation Pay.</b>
Less than 1 year	One Week	4%
1 year but less than 5 years	Two Weeks	4%
5 years but less than 14 years	Three Weeks	6%

<b>Continuous Employment As of July 1</b>	<b>Amount of Vacation Time</b>	<b>Amount of Vacation Pay</b>
14 years but less than 25 years	Four Weeks	8%
25 years or more	Five Weeks	10%

Effective February 6, 1983 the figure and word, "25 years", in the table above shall read, "24 years". Effective February 5, 1984, the figure and word, "14 years", in the table above shall read, "13 years".

**Section 7.02.** The vacation pay percentage in the table in Section 7.01 shall be applied to the employee's total earnings for the twelve (12) months preceding the July 1 concerned.

**Section 7.03.** (a) The Company, unless emergency production circumstances prevent it, shall schedule a shutdown vacation. It shall be for a minimum of one week's vacation; two weeks, if customer commitments can reasonably accommodate it. Notice of a shutdown vacation shall be given to employees at least ninety (90) days in advance of the time or times the shutdown is to take place. The Company may elect to schedule such shutdown vacation by shifts; that is, one shift to go off on vacation while the other shift works and **vice versa;** and may thus schedule second shift employees at first shift hours to accommodate such scheduling. Such a shutdown will be scheduled within the months of July and August; and in such event, individual vacations

which may have been previously scheduled shall be changed, to the extent necessary, to conform to the vacation shutdown time or times. Exceptions to the shutdown may be made due to operational requirements. Any employee affected by any exception shall be subject to subsections (b) and (c) below.

(b) In the event of a shutdown vacation, that portion of an employee's vacation in excess of the shutdown shall be scheduled and taken in accordance with subsection (c) below; if there is no vacation shutdown, vacations shall be scheduled and taken in accordance with subsection (c) below.

(c) Where individual vacations are to be scheduled, each employee will be required to designate his first, second, and third choices for his vacation period. The Company, in scheduling vacations, will attempt to schedule an employee in accordance with his choices (with preference in cases of conflict accorded to more senior employees), taking into consideration the operational requirements of the plant.

**Section 7.04.** An employee must, prior to the end of each year, take the vacation or vacation pay for which he is then eligible. In the event an employee who has earned a vacation desires to receive pay in lieu of vacation time off, he may do so upon written request to the Company. Such request, which shall be for periods of at least one week, may be granted with the agreement of the Company (depending upon its operational requirements).

**ARTICLE 8**  
**MINIMUM CALL PAY**

**Section 8.01.** Any employee who reports for work as usual (unless advised on behalf of the Company not to report for work) and is sent home because no work is available shall be paid the equivalent of four (4) hours work at such employee's hourly rate or fixed minimum rate as the case may be, provided that such employee is not prevented from working for reasons beyond the control of the Company. If any employee is called in for work, after regular hours he shall be paid a minimum of four (4) hours' pay.

**ARTICLE 9**  
**SENIORITY**

**Section 9.01.** For the purpose of determining seniority, employees of each department of the Company will be considered as a separate seniority group, provided that in the practical application of the principle of seniority as it refers to layoffs or any temporary separation from the payroll or to transfers in lieu of lay-off and to rehiring thereafter, the Company will give preference to seniority plant wide; provided however, that the employee had previously performed the job available or his skill, ability and aptitude would enable him to perform the job available in a satisfactory manner. The President, Vice President, Recording Secretary, Financial Secretary and Treasurer of the Local Union, other members of the Executive Committee of the Local Union to a total of five (5), shall have top seniority plant-

wide and departmental, and the Shop Stewards shall have top seniority plant-wide and departmental (*so* long as they remain in their respective departments), each while holding their respective offices in the Local Union; provided however, that they have previously performed the job available or have the skill, ability and aptitude to perform the **job** available in a satisfactory manner. A list of their names shall be given to the Personnel Manager forthwith after the date of this Agreement and if any of the foregoing ceases to be an appointee in the Union or there are any new appointees the change shall be notified to the Personnel Manager within one week of such change. *An* employee transferred from one department to another shall carry with him his accumulated seniority and continue to accumulate seniority in the department to which he **is** transferred.

In any reduction in force within a department, the employee(s) within the department from the least plant-wide seniority may be laid off from the plant for the remainder of his shift, before the foregoing provisions of this section shall apply; providing, this sentence shall not apply to cause the layoff of the same employee(s) for a loss of more than twenty-four (24) hours pay in any twelve (**12**) month period.

**Section 9.02.** (a) An employee shall be on probation during his first forty-five (**45**) days of employment. During this period he shall not acquire seniority, and he may be laid off or terminated by the Company and **no** grievance shall be raised over such action. After successfully completing his probationary period he shall acquire seniority counting from his date of hire.

(b) If, during his probationary period, an employee is laid off, discharged, or is off from work due to illness, and is recalled, rehired, or returned to work within seventy (70) days of the last day he worked prior to his layoff, termination, or illness, the period of his employment prior to his being recalled, rehired or returned to work from illness, shall count toward his forty-five (45) day probationary period.

**Section 9.03.** An employee who has been discharged for cause and who subsequently establishes that he should not have been so discharged and is accordingly reinstated shall be reinstated with his former seniority standing. An employee discharged for cause and who is not reinstated but is subsequently rehired shall be entitled to and allowed seniority only from the date of rehiring.

**Section 9.04.** An employee shall lose seniority status:

(a) If he quits his employment voluntarily or is discharged for cause;

(b) If he fails to report for work after a layoff within four (4) days after recall unless he furnishes to the Personnel Manager or Employment Manager an adequate reason for the failure to return to work within that time. The Company may notify such employee of his recall by notice sent by registered mail addressed to him at his last address as shown on the Company records in which event he shall be deemed to have been recalled for the purposes of this Agreement the day following the mailing of the notice;

(c) If he is absent for three (3) consecutive working days without notifying the Company and providing an adequate and reasonable excuse for his absence;

(d) On the expiration of the twelve (12) months following a layoff during which period the employee has not been recalled.

**Section 9.05.** (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 to perform the work of the classification in which the opening exists. Forms will be made available in the Personnel Department for employees who wish to make known (at any time in advance of an opening developing) their desire to be considered for promotion to a particular job classification. Then when an opening occurs in a classification the Company will review all applications for promotion into that classification, and among employee applicants who are qualified to fill the vacancy, where two or more of them 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.

(b) Any employee who voluntarily accepts a permanent job opening, in accordance with Section 9.05 (a) above, shall not be considered

for another permanent job opening in a classification which pays the same or lower rate of pay as his current rate, for a period of six (6) months. (For the purposes of this section, the incentive base rate of pay shall be used in determining eligibility to move into or out of an incentive job.)

**Section 9.06.** If skill, ability and performance are equal, seniority in employment with the Company shall be the governing factor in layoff, re-hiring and demotion within the scope of this Agreement. In the event that one or more employees is to be laid off, the Company will, whenever possible, give the employee and the Union twenty-four (24) hours notice before such layoff becomes effective.

**Section 9.07.** Employees who are laid off shall be given preference of employment when work is available which they have previously performed or which is available in other departments of the Company, provided in the case of work being available in other departments that skill, ability and aptitude shall be considered.

**Section 9.08** Where an employee with more than three (3) months of employment is to be laid off indefinitely or for more than thirteen (13) weeks, he shall be given prior notice of such layoff as follows:

<b>Period of Employment</b>	<b>Amount of Notice</b>
Less than 2 Years	One Week
Less than 5 Years	Two Weeks
Less than 10 Years	Four Weeks
10 Years or More	Eight Weeks

The foregoing shall not apply in the case of disciplinary suspension; discharge which is not reversed in the grievance procedure; nor to an employee who is not able or not available to work; nor in the event that employment has become impossible or frustrated by a fortuitous or unforeseeable event or circumstance.

**Section 9.09.** In the application of this article when an employee is to be retained, recalled, promoted, or transferred and skill, ability and efficiency is considered by the Company in a particular case to be controlling over seniority, the Company will discuss this with the Union.

## **ARTICLE 10 GRIEVANCE PROCEDURE**

**Section 10.01.** The Union shall constitute a Grievance Committee which shall be comprised of three (3) persons selected by the Union who shall be employees of the Company and such Committee shall hereafter be referred to as "the Grievance Committee". The Union shall notify the Company in writing from time to time of the names of the persons constituting the Grievance Committee.

**Section 10.02.** The Union may appoint one (1) Shop Steward for each department (per shift) who shall be an employee of the Company. The Union shall notify the Company in writing from time to time of the names of such Shop Stewards. If a shift is eliminated in a department, a Steward shall be eliminated.

**Section 10.03.** All grievances, raised by an employee (or employees) over the application

of this Agreement, shall be raised promptly by the employee(s) concerned (within five (5) working days of the event giving rise to the grievance — two (2) days after written notification to the Union, in the case of a disciplinary suspension or discharge) and settlement attempted in accordance with the following procedure:

**Step 1:** The aggrieved employee, accompanied by the Shop Steward if he desires, shall discuss the grievance with his foreman. The foreman shall give his answer or decision by the end of the shift on the next working day after the discussion.

**Step 2:** The Step 1 answer shall settle the grievance, unless the grievance is placed in writing (on grievance forms supplied by the Union), stating the facts, and dated and signed by the aggrieved employee and the Chairman of the Grievance Committee and presented to the Plant Superintendent within three (3) full working days of the delivery of the Step 1 answer. The Plant Superintendent shall meet within three (3) working days thereafter with the Chairman of the Grievance Committee and one other Grievance Committeeman in an attempt to resolve the grievance. He shall then give his Step 2 answer within two (2) full working days after such meeting.

**Step 3:** The Step 2 answer shall settle the grievance unless it is appealed in writing by the Grievance Committee to the General Manager of the Company within

three (3) full working days of the delivery of the Step 2 answer.

A meeting will be held within ten (10) working days between the Grievance Committee, an International Union representative and the General Manager or designee (and any of his staff) to discuss the grievance. His Step 3 answer shall be given within five (5) full working days after such meeting.

**Section 10.04.** (a) The Step 3 answer in the grievance procedure shall resolve the grievance, unless the grievance is one that involves the interpretation or alleged violation of this Agreement by the Company, and it is appealed to arbitration by a notice in writing by the Union submitted to the Personnel Manager within seven (7) full working days of the delivery of the Step 3 written answer.

(b) In a Letter of Agreement between the parties, they have agreed upon a panel (listed alphabetically by last names) of four (4) impartial arbitrator's names. When a grievance is appealed to arbitration, the first person listed shall be jointly contacted (in the form set out in Appendix B to this Agreement) and asked if he can serve, and if so to suggest alternative dates for a hearing. If he is unavailable within thirty (30) days the next person on the list shall be so contacted, and so on if he is unavailable within thirty (30) days. At the time the next grievance is appealed to arbitration, the procedure shall start with the next person whose name follows the arbitrator who was used in the prior case — the intention being to go through the whole list, not to contact and use the same arbitrator in successive cases.

(c) The arbitrator shall hold a fair hearing on the grievance in the general location of Cambridge, Ontario. His authority shall be limited to interpreting and applying the express language of this Agreement without altering, varying, adding to it or making a decision inconsistent with its terms. His duly rendered decision shall be binding upon the Company, the Union, and the employee(s) concerned.

(d) The expenses and fee of the arbitrator shall be shared equally by the Company and the Union, and any other costs and expenses of or in connection with such arbitration shall be borne by the party which incurs the same. Either party may be represented by legal counsel, and either party may file a post-hearing brief with the arbitrator.

**Section 10.05.** Any employee or employees submitting a grievance may, upon request, appear when such grievance is being considered or reviewed.

**Section 10.06.** (a) In the event that any grievance or matter involves employees in more than one department or where there are unusual circumstances existing, the Grievance Committee may initiate any matter which requires settlement commencing with Step 2 of the grievance procedure.

(b) In the event there is a grievance which involves the membership as a whole (as distinguished from an individual or individuals), and which involves the interpretation or alleged violation of this Agreement by the Company, it may be submitted by the Grievance Committee directly at Step 3 as a "policy grievance".

**Section 10.07.** (a) Should any employee be dismissed for cause he may have recourse to the grievance procedure set forth in this Article X notwithstanding that upon dismissal he may cease to be an employee of the Company, provided that such grievance shall be submitted in writing directly at Step 3 (signed by the grievant and a Grievance Committeeman) within two (2) working days of written notification of the action to the Union.

(b) If the arbitrator deems that there was not sufficient cause, under all the circumstances, to support the extent of the discipline, he may modify the discipline and withhold or award make-up pay as he may deem equitable under the circumstances, including in such consideration the disciplined employee's interim income, if any, and (effortsto mitigate damages.

**Section 10.08.** Time or pay will not be allowed for time spent by an employee of the Company, in respect of the matters provided for in Article X except that the members of the Grievance Committee may make application to the Personnel Manager in respect of any working hours necessarily lost in the performance of their duties as members of the Grievance Committee and in respect of such application the decision of the Personnel Manager shall be final.

**Section 10.09.** Shop Stewards, Committeemen, and any Union members who are required to attend meetings relating to the labour relations of the Company must first have permission of their immediate foreman. The Company agrees that such permission will not be unreasonably withheld.

**ARTICLE 11**  
**INCENTIVE PAY PROVISIONS**

**Section 11.01.** The Company shall decide which operations, if any, shall be placed on incentive, and an operation once placed on incentive shall not be changed back to a day work operation. The incentive program offers added earnings for added effort and production, but there shall be no guarantee of incentive earnings nor that any employee shall be on incentive full-time. The Company shall not issue performance standards for non-incentive jobs or operations to bargaining unit employees, but this shall not limit the continued use of cast standards on Company documents.

**Section 11.02.** The incentive standard shall be of the standard hour type and payments will be made on the basis of standard hours earned times the incentive base (calculating) rate. Payments will be made only for acceptable pieces produced, except where the scrap is in no way attributable to the fault of the operator. Payment for reprocessing rejected work shall be at base rate; however, this shall not preclude the Company from placing such work on incentive.

**Section 11.03.** Time standards under the incentive system shall be based on predetermined time data, watch-study, ratio delay studies or other established engineering practices. Such time standards shall provide the normal incentive operator working at a normal incentive pace and producing acceptable quality, earnings which are twenty-five percent (25%) above the base rate and proportionately greater earnings for greater production (on a one-for-

one basis; that is, one percent increase in earnings for each one percent increase in acceptable production). Time standards set herein shall not be construed to mean that all employees shall be able to earn approximately twenty-five percent (25%) over their base rate, nor shall standards be construed to preclude employees from earning more than twenty-five percent (25%) over their base rate, but shall reflect that standards are set in accordance with generally accepted engineering practices. Allowance shall be made for rest periods, necessary personal time, normal cleanup and minor unavoidable delays, etc. The requirements of this Section shall be equitably applied.

**Section 11.04.** Whenever a watch-study is used to develop an incentive standard or to recheck a grieved standard, it shall be done in accordance with the following:

(a) A normal experienced employee of normal skill and ability shall be the employee on the job during the performance of the time study, which shall not include a probationary employee, unless there is no non-probationary employee working (on any shift) on the job or operation concerned.

(b) The employee to be time-studied shall be so informed prior to the taking of the study.

(c) Information pertinent to the work performed and being studied shall be recorded in detail showing all the elements into which the operation has been broken down, the sequence of elements, and the method, so that the operation can be duplicated in the future as it was at the time of the original study.

(d) The continuous stop-watch timing method shall be used.

(e) Machine element times shall be normalized to provide the earning opportunity of twenty-five percent **(25%)** set out in Section 11.03.

(f) Manual element times shall be normalized by multiplying the observed performance time by the rating factor.

(g) The average cycle time shall be a total of all the normalized element times.

(h) If the study is a check-study because ~~of~~ a grievance, ~~the~~ person taking the study will make certain to set forth on the time study document the following:

- The elapsed time ~~of~~ the study;
- The number of cycles studied or the number of pieces produced;
- The effort rating ~~of~~ the operator; and
- The allowances provided.

This document will be shown to the Union Steward for the area, who will sign the document, acknowledging that the above information was on the document (not agreeing that ~~it~~ is accurate or correct). Such document shall be kept available for inspection by the Union in the grievance procedure and by an arbitrator in arbitration over the standard to which it applies.

**Section 11.05.** When an incentive standard has been established on an operation under the incentive system, it shall not be changed during the term ~~of~~ this Agreement except for a proven error in computation or to reflect a change in crew size, method, materials, processes, equipment, quality standards, or machine

speeds or feeds, or an accumulation of such changes which in total affects the time standard by five percent (5%) or more. When an incentive standard is revised pursuant to this Section, changes in the standard will be made only for proven errors, and time changes shall be made only in the elements affected by the change or changes noted in the preceding sentence. Employees are expected to meet acceptable quality standards and safety regulations, *to* take proper care of their equipment, and to make proper utilization of materials.

**Section 11.06.** (a) When a new or revised time standard is applied to an operation, no grievance relating to the new or revised standard may be filed until fifteen (15) work days after the operation is first run on the new standard or until the job has run for at least twenty-four (24) hours, whichever occurs later; but in any event the time period within which a grievance may not be filed shall not exceed three (3) months; provided that, upon request of the operator, the Company will recheck any such new or revised standard after it has run seven (7) work days; and provided further, that where a grievance has been filed on the standard, if a recheck by a watch-study has not been made, a watch-study recheck shall be made.

(b) After completion of the above trial period, a grievance may be filed within the next following thirty (30) days, but not thereafter, alleging that the Company has not correctly followed the procedure set forth in Section 11.03. In the event such grievance is finally presented to an arbitrator for a decision, the sole question to be decided by the arbitrator

is whether the Company has complied with the procedure provided in Section 11.03 for establishing incentive standards and that a fair and equitable standard has been established in accordance with the provisions of Section 11.03. Any change which is made in a time standard pursuant to a grievance filed pursuant to this Section, shall be retroactive to the date that the new or revised standard was established on the job.

(c) Notwithstanding the second sentence of subsection (b) above, an arbitrator may modify the standard being grieved (as distinguished from deciding solely whether a fair and equitable standard has been established in accordance with Section 11.03); provided, the Union and the Company have each submitted to the arbitrator evidence of what they contend is the proper standard (which evidence shall include a watch-study by each). After the Union has appealed the grievance to arbitration, the Union shall be permitted to take a watch-study of the operation (the next time it is run) for such purpose, at which a Management representative may be present,

**Section 11.07.** A temporary estimated standard or standards may be placed upon an operation when temporary non-standard conditions arise or when it is not practical (due either to job conditions or to time limitation) to establish a permanent standard. The purpose of such a standard is to afford the employees concerned an opportunity to work at incentive and make incentive earnings, and to give the Company incentive production, even though it is not practical to develop a permanent standard. Accordingly, in setting such an estimated

standard, a sincere effort will be made to afford the employees concerned incentive opportunity which approximates that in Section 11.03. A temporary standard shall not remain effective beyond five (5) production runs of the operation concerned or thirty (30) days, whichever period of time is the longer.

**Section 11.08.** When an incentive grievance has been filed the Company will explain and provide to the Grievance Committee, upon request, all of the pertinent data which was used to determine the incentive standard. In defending a standard in arbitration, the Company will only use information which has been developed in the plant.

## ARTICLE 12

### WAGE RATES

**Section 12.01.** Unless otherwise provided for in this Agreement, the Hourly Rate Structure attached hereto shall form a part of this Agreement.

**Section 12.02.** During the term of this Agreement, the incentive calculating (base) rate shall be as follows:

	Effective Beginning of Pay Period On or After		
	Oct. 11/81	Feb. 6/83	Feb. 5/84
General			
Operations	\$7.31	\$7.96	\$8.61
Mig Welders	8.06	8.71	9.36

**Section 12.03.** During the term of this Agreement, the guaranteed incentive rate (on a shift basis) shall be as follows:

	<b>Effective Beginning of Pay Period On or After</b>		
	<b>Oct. 11/81</b>	<b>Feb. 6/83</b>	<b>Feb. 5/84</b>
General Operations	\$7.31	\$7.96	\$8.61
Mig Welders	8.06	8.71	9.36

Incentive payments shall be made on the basis of standard hours earned, times the incentive base rate during the shift, or hours worked, times the guaranteed incentive rates set forth above during this shift, whichever is greater.

**Section 12.04.** A shift starting on or after 6:00 a.m. but before 10:00 a.m. is a first (or day) shift.

**Section 12.05.** A shift starting on or after 10:00 a.m. but before 6:00 p.m. is a second (or afternoon) shift.

**Section 12.06.** A shift starting on or after 6:00 p.m. but before 6:00 a.m. is a third (or night) shift.

**Section 12.07.** A shift will be considered worked on the day it begins.

**Section 12.08.** A shift that begins at 12:00 midnight shall be considered as a third or night shift of the day before.

**Section 12.09.** Effective October 11, 1981, all second shift workers shall receive a bonus of \$.29 per hour. All third shift workers shall receive a bonus of \$.39 per hour. Effective February 6, 1983, all second shift workers shall receive a bonus of \$.31 per hour. All third shift workers shall receive a bonus of \$.41 per hour. Effective February 5, 1984 all second shift workers shall receive a bonus of \$.34 per hour. All third shift workers shall receive a bonus of \$.44 per hour. Off shifts to which such bonuses shall apply are complete afternoon and night shifts.

**Section 12.10.** (a) The Company shall give notice of overtime as far in advance as is practicable. Overtime opportunities shall be afforded as equitably as practicable among employees doing the same type of work on the same shift and plant.

(b) Where one shift is scheduled, the Company shall have the right to require production and warehouse employees to work either ten (10) hours per day for four (4) days (plus eight (8) hours on the fifth (5th) day) or eight (8) hours per day for six (6) days. If two shifts are scheduled, the Company shall have the right to require such employees on the afternoon shift to work ten (10) hours per day for four (4) days (plus eight (8) hours on the fifth (5th) day) and the other shift eight (8) hours per day for six (6) days. If three (3) shifts are scheduled, the Company shall have the right to require such employees to work eight (8) hours per day for six (6) days. If an employee has been on a ten (10) hour per day schedule, and if he is requested to work on the sixth (6th) day, his working on that day shall be voluntary on his part.

(c) A maintenance employee may be required to work up to a total of ten (10) hours per day (two hours overtime); however, if such an employee has worked a total of eight (8) hours overtime in the work week, any further overtime in that week shall be voluntary on his part.

(d) Weekend overtime shall be voluntary as to any employee who has not received notice of such overtime work by the end of the lunch period of his shift on the preceding Thursday.

**Section 12.11.** When an employee on an hourly-paid classification is temporarily transferred to an hourly-paid job classification carrying a lower rate of pay, he shall retain the rate of his regular classification for the period through the end of the fourth pay period following his transfer. When an employee on an hourly-paid job classification is temporarily transferred to an hourly-paid job classification carrying a higher rate of pay, he shall receive the rate of pay of the higher job classification for the hours he works on such job. If it is a transfer due to a reduction in force or at his own request, he shall be paid the rate of pay for the classification to which he has been transferred, effective upon the date of the transfer. In the case of a temporary transfer of an employee transferred from an incentive operation to an hourly-paid job classification, he shall be paid the rate of the job classification to which he is transferred effective upon the date of the transfer,

**ARTICLE 13**  
**UNION NOTICES**

**Section 13.01.** The Union shall have the exclusive use of a notice board for posting notices of interest to employees and notices advertising meetings of the Union, provided that such notices bear the signature of the proper Union officer and shall first be approved by the General Manager of the Company or someone appointed by him to act on his behalf, such approval to be not unreasonably withheld.

**ARTICLE 14**  
**SAFETY AND HEALTH**

**Section 14.01.** The Union will appoint four (4) members to a Safety and Health Committee (at least one of which shall be from Manufacturing and one from the Warehouse) to work with Management in the promotion of safety and health of the employees of the Company during their hours of employment. The Company will appoint the same number of representatives to the Committee. The Company will supply reasonably sufficient first aid equipment which shall be kept so that it is reasonably accessible to the employees.

**Section 14.02.** The function of the Safety and Health Committee will be to promote safety and industrial hygiene in the plant. It shall make monthly inspections of the plant and equipment and hold regular monthly meetings. A report of any recommendations of the Safety and Health Committee to the Management

shall be made, a copy of which shall be furnished to the Local Union President by the end of each calendar month. The Company shall furnish to the Safety and Health Committee (in duplicate—one copy for Union members, one copy for Management members), by the time of the next monthly inspection by the Committee, a report of action taken with respect to health and safety (or in response to Committee recommendation) since the last such report.

**Section 14.03.** If any member of the Safety and Health Committee at any time during his hours of employment considers any condition dangerous to the safety and health of any employee, such member of the Committee shall notify (in writing) the foreman most directly concerned that such condition exists.

**Section 14.04.** Not more often than once a year the Company will reimburse an (employee up to the amount of \$25.00 toward the purchase of a pair of safety shoes for himself. Such reimbursement shall be made upon the presentation to the Company of a receipt showing the current purchase of a pair of safety shoes. Effective February 5, 1984 the \$25.00 figure shall become \$30.00.

**Section 14.05.** In the event of any accident causing death or critical injury, the Company will notify the Union Safety and Health representative for that area; and the representative will be afforded the opportunity to take part in the inspection of the accident location and investigation of possible causes. The results of these investigations will be reviewed at the monthly Safety and Health Committee meetings.

The **Union** will designate one of **its** members on the Safety and Health Committee to be notified of less serious accidents. Such notification shall be made as soon as possible, but no later than four **(4)** days from the date of the accident. Notification shall include the **results** of the accident investigation and subsequent findings.

**ARTICLE 15**  
**JURY DUTY**

**Section 15.01.** An employee who, upon the completion of a period of jury duty, presents the Company with satisfactory evidence thereof shall receive for working time **so** spent the difference between his jury pay and the average straight time earnings he would otherwise have earned.

**ARTICLE 16**  
**GENERAL**

**Section 16.01.** Wherever in this Agreement any word **is** used respectively denoting the masculine gender or the plural, the same shall be read as extending and applying also respectively to the feminine gender and the singular as the case may be.

**Section 16.02.** The parties have negotiated a Pension Agreement providing a program of retirement benefits for the employees covered by this Agreement. The eligibility of such employees for retirement benefits, the amount of such benefits and all other matters pertaining to such benefits shall be governed by the terms of said Pension Agreement.

**Section 16.03.** This is the complete agreement between the parties, concluding negotiations (other than as provided in the grievance procedure of this Agreement) for its term.

**Section 16.04.** The Company will, at no cost to the employees, improve the present Group Welfare Plan as set forth in the Settlement Memorandum between the Company and the Union dated October 13, 1981.

**Section 16.05.** Any record of discipline less than a disciplinary suspension will not be considered in future discipline of an employee after the record is eighteen (18) months old.

**Section 16.06.** The Company will allow Maintenance and Toolroom Personnel to purchase tools necessary to work in the Company's plant through the Company at the Company's price.

**Section 16.07.** The Company may provide any group welfare (insurance) benefit to which it commits itself on behalf of employees through contract(s) with insurance carrier(s) or the Company may provide such benefit(s) directly (by so-called "self insurance"), or it may provide any such benefit(s) by a combination of these means, provided that benefit levels and terms or requirements for benefits are not changed from those in effect with the carrier(s).

**Section 16.08.** An employee's lunch box, tool box or other package is subject to inspection by the Company when leaving the plant. When any such inspection is made, the Local Union President, or his designee, will be given the opportunity to be present.

**ARTICLE 17**  
**DURATION OF AGREEMENT**

**Section.17.01.** ~~This agreement shall be in effect until 11:59 p.m. February 2, 1985,~~ and shall thereafter continue for a further period of one year unless not more than ninety (90) days (and not less than thirty **(30)** days) before the expiration date either party shall give written notice to the other party that it desires revision, modification and termination of this Agreement at its expiration date.

IN WITNESS WHEREOF this Agreement has been executed by the Company under its corporate seal and the hands of its proper officers and has been signed for and **on** behalf of the Union under the respective hands of its proper officers this 12th day of November, 1981.

**UNITED STEELWORKERS OF AMERICA**

By

Carl Gareau  
International Union Representative  
Clayton Brannen, Local Union President  
and Chairman of the Bargaining  
Committee  
D. Earle Moss  
Bargaining Committeeman  
Tom Myers  
Bargaining Committeeman  
E. R. Skanes  
Bargaining Committeeman  
Ivan Geddes  
Bargaining Committeeman

**WALKER EXHAUSTS,  
Cambridge, Ontario Facility**

By

Thomas R. Tisa  
Director, Industrial Relations  
Howard Boone Jr.  
Director of Personnel  
David C. LaVine  
Plant Manager  
James C. Shantz, Manager,  
Industrial Relations and Personnel  
Michael Thibodeau  
Employment Manager  
Donald B. Munro  
Superintendent

**APPENDIX A  
HOURLY RATE STRUCTURE**

<b>Classification</b>	<b>Effective Beginning of Pay Period on or After</b>		
	<b>Oct. 11, 1981</b>	<b>Feb. 6, 1983</b>	<b>Feb. 5, 1984</b>
Tool & Die Journeyman	10.12 - 10.72	11.52 - 12.12	12.92 - 13.52
Tool & Die Maker			
Grade 1	9.83 - 10.00	11.23 - 11.40	12.63 - 12.80
Grade 2	9.40 - 9.75	10.80 - 11.15	12.20 - 12.55
Electrician & Maintenance Journeyman	10.07 - 10.62	11.47 - 12.02	12.87 - 13.42
Maintenance Journeyman	9.87 - 10.42	11.27 - 11.82	12.67 - 13.22
Maintenance			
Grade 1	9.57 - 9.80	10.97 - 11.20	12.37 - 12.60
Grade 2	9.28 - 9.40	10.68 - 10.80	12.08 - 12.20
Machinist	9.51 - 9.76	10.91 - 11.16	12.31 - 12.56
Oiler/Maintenance	9.11 - 9.36	10.11 - 10.36	11.11 - 11.36

APPENDIX A

Effective Beginning of Pay Period on or After

<u>Classification</u>	<u>Oct 11, 1981</u>	<u>Feb. 6, 1983</u>	<u>Feb. 5, 1984</u>
Tube Mill Operator			
Grade 1	9.35	10.35	11.35
Grade 2	9.17	10.17	11.17
Tube Mill Helper	8.66	9.46	10.26
Experimental—Sample Development	9.21	10.21	11.21
Popper Tooling Repair	8.92	9.82	10.72
Tractor Trailer Operator	8.82	9.72	10.62
Die Setter			
Grade 1	8.58 - 8.76	9.48 - 9.66	10.38 - 10.56
Grade 2	8.39 - 8.50	9.29 - 9.40	10.19 - 10.30
Container Repair	8.69	9.59	10.49
Inspector			
Grade 1	8.46 - 8.69	9.36 - 9.59	10.26 - 10.49
Grade 2	8.25 - 8.44	9.15 - 9.34	10.05 - 10.24

**APPENDIX A**

<b>Classification</b>	<b>Effective Beginning of Pay Period on or After</b>		
	<b>Oct. 11, 1981</b>	<b>Feb. 6, 1983</b>	<b>Feb. 5, 1984</b>
Shipper/Receiver	8.44 - 8.69	9.34 - 9.59	10.24 - 10.49
Salvage & Repair	8.69	9.59	10.49
Crib Attendant	8.49 - 8.67	9.39 - 9.57	10.29 - 10.47
Stockkeeper	8.49 - 8.67	9.39 - 9.57	10.29 - 10.47
* Truck & Towmotor Driver	8.44 - 8.64	9.34 - 9.54	10.24 - 10.44
Spray Painter	8.33	9.13	9.93
Jack Assembly	8.33	9.13	9.93
Order Assembly, Warehouse	8.21	9.01	9.81
Janitor	8.08	8.88	9.68
General Labour	8.08	8.88	<u>9.68</u>
Youths Under 18	7.45	8.25	9.05

**YOUTHS:** Limit of five (5) at any one time, **with** limit **of** three (3) months' employment **in** any year for any one youth.

LEAD HANDS: Employee so classified, who is not involved with Incentive operations, shall receive an additional twenty cents (.20c) per hour over the appropriate rate of his classification. Employee *so* classified, who is involved with Incentive operations, shall receive an additional fifteen cents (.15c) per hour over the appropriate rate of his classification, or an amount which is fifteen cents (.15c) an hour over the average rate paid to employees under his jurisdiction (whichever amount is the greater).

DIE SETTERS: Employee so classified and who works directly with Incentive operators, shall receive, for the time *so* worked, the average rate paid to the appropriate Incentive operators working *on* the same shift and in the same department, or his base rate, whichever amount is the greater.

MECHANICAL BREAKDOWNS: Up to one half hour each, which occur on an assigned production job and which are not the responsibility of the operator, will be paid for at the fixed minimum rate.

PROBATIONERS The foregoing provisions for mechanical breakdown and the hourly rate structure shall not apply to Probationers.

STARTING RATES: The starting rates will not be less than ten (10) cents per hour less than the entry rate for the job classification for which the employee is hired, as set out in the Hourly Rate Structure with a five (5) cents per hour increase after the first thirty (30) days' probation, and an additional in-

crease of five (5) cents per hour after forty-five (45) days' probation. Thereafter, an employee continuously assigned to a job carrying a rate range shall receive a five (5) cents per hour increase (or fraction thereof) at the end of each successive six (6) months' period, until his rate of pay equals the top of the rate range for said job.

**PROGRESSION:** An employee in a classification which has Grade 1 and Grade 2 shall progress from Grade 2 into the range for Grade 1—up to the mid-point of that range—by increases of five cents per hour (or fraction thereof in the last such increase) at the end of each successive six-month period until said midpoint is reached.

**INVENTORY RATE:** An employee, if assigned to taking of inventory, shall be paid for such work as follows: if he is an employee normally employed in a classified occupation (non-incentive) he will be paid his standard hourly straight-time rate; if he is an employee normally employed on an incentive operation, he shall be paid his average straight-time hourly earnings as computed for the last completed calendar quarter, or his guaranteed base rate, whichever is the higher.

**APPENDIX B**

To: .....  
Arbitrator

**R E WALKER EXHAUSTS**

— and —

**U.S.W.A.** and Its LOCAL NO. 2894

Grievance No. ..

Dear **Sir**:

The above-named Company and the above-named Union have selected you as impartial arbitrator to resolve the grievance identified above.

If you can accept this appointment, **will** you please communicate with the undersigned representative **of** the parties with respect to some alternate dates within thirty **(30)** days **of** receipt of this letter **on** which you will **be** available to hold a hearing. They will attempt to select a date mutually convenient and so inform you.

The hearing shall be held in **or** about the general area of Cambridge, Ontario.

Your fee and expenses will be shared equally by the Company and the Union.

**Yours very truly**

**U.S.W.A. and Its Local 2894**

**By:**

**Title:**

**Address:**

**Date:**

**WALKER EXHAUSTS**

**By:.....**

**Title:.....**

**Address: .....**

**Date: .....**

**APPENDIX C**

**Effective 10/11/81**

The progression rates for Maintenance, Electrician and Maintenance Journeyman and Tool & Die employees shall be in accordance with the following schedule:

<u>LENGTH OF APPLICABLE EXPERIENCE</u>		<u>RATES OF PAY</u>		
<u>At Least but less than</u>		<u>Maintenance</u>	<u>Journeyman</u>	<u>Electrician &amp; Tool Maintenance &amp; Die</u>
—	6 months	9.28	9.48	9.65
6 months	1 year	9.35	9.55	9.71
1 year	1½ years	9.42	9.62	9.77
1½ years	2 years	9.49	9.69	9.83
2 years	2½ years	9.56	9.76	9.89
2½ years	3 years	9.63	9.83	9.95
3 years	3½ years	9.70	9.90	10.02
3½ years	4 years	9.77	9.97	10.09
4 years	4½ years	9.84	10.04	10.16
4½ years	5 years	9.91	10.11	10.23
5 years	5½ years	9.98	10.18	10.30
5½ years	6 years	10.05	10.25	10.37
6 years	6½ years	10.12	10.32	10.44
6½ years	7 years	10.19	10.39	10.51
7 years	7½ years	10.26	10.46	10.58
7½ years	8 years	10.34	10.54	10.65
8 years and over		10.42	10.62	10.72

**APPENDIX C**

**Effective 2/06/83**

The progression rates for Maintenance, Electrician & Maintenance Journeyman and Tool & Die employees shall be in accordance with the following schedule:

<u>LENGTH OF APPLICABLE EXPERIENCE</u>		<u>RATES OF PAY</u>		
<u>At Least</u>	<u>bot less than</u>	<u>Maintenance</u>	<u>Electrician &amp; Maintenance Journeyman</u>	<u>Tool &amp; Die</u>
—	6 months	10.68	10.88	11.05
6 months	1 year	10.75	10.95	11.11
1 year	1½ years	10.82	11.02	11.17
1½ years	2 years	10.89	11.09	11.23
2 years	2½ years	10.96	11.16	11.29
2½ years	3 years	11.03	11.23	11.35
3 years	3½ years	11.10	11.30	11.41
3½ years	4 years	11.17	11.37	11.48
4 years	4½ years	11.24	11.44	11.55
4½ years	5 years	11.31	11.51	11.62
5 years	5½ years	11.38	11.58	11.69
5½ years	6 years	11.45	11.65	11.76
6 years	6½ years	11.52	11.72	11.83
6½ years	7 years	11.59	11.79	11.90
7 years	7½ years	11.66	11.86	11.97
7½ years	8 years	11.74	11.94	12.04
8 years	<b>and over</b>	11.82	12.02	12.12

**APPENDIX C**

**Effective 2/05/84**

The progression rates for Maintenance, Electrician & Maintenance Journeyman and Tool & Die employees shall be in accordance with the following schedule:

<b>LENGTH OF APPLICABLE EXPERIENCE</b>		<b>RATES OF PAY</b>		
		<b>Electrician &amp; Maintenance Tool Journeyman &amp; Die</b>		
—	6 months	12.08	12.28	12.45
6 months	1 year	12.15	12.35	12.51
1 year	1½ years	12.22	12.42	12.57
1½ years	2 years	12.29	12.49	12.63
2 years	2½ years	12.36	12.56	12.69
2½ years	3 years	12.43	12.63	12.75
3 years	3½ years	12.50	12.70	12.81
3½ years	4 years	12.57	12.77	12.88
4 years	4½ years	12.64	12.84	12.95
4½ years	5 years	12.71	12.91	13.02
5 years	5½ years	12.78	12.98	13.09
5½ years	6 years	12.85	13.05	13.16
6 years	6½ years	12.92	13.12	13.23
6½ years	7 years	12.99	13.19	13.30
7 years	7½ years	13.06	13.26	13.37
7½ years	8 years	13.14	13.34	13.44
8 years and over		13.22	13.42	13.52

## APPENDIX D

### MISCELLANEOUS MATTERS

#### A. Incentives

1. **Allowances:** Our policies and procedures on allowances are:
  - (i) Non-cyclic time allowances for regular work stoppages and delays (e.g. material handling movements, inspection checks, filing weld tips, etc.), which are normalized and expressed as time occurrences, per cycle;
  - (ii) Eleven percent (11%) of the total of the normalized cycle time plus the time allowance in (i), above is then added as allowances to cover personal time, fatigue, unavoidable delays, rest and wash-up periods.

#### 2. **Temporary and Alternative Standards:**

When a regular permanent time standard is not to be used and a "temporary" or "alternative" standard is substituted for it, a capital "T" will be placed next to a temporary one, and a capital "A" will be placed next to an alternate one, (for identification purposes). The member of management who made the change will sign his last name right underneath the change. In addition, the Company will make continuing efforts to reduce the percentage of temporary standards used.

An "alternate" time standard or "rate" is a permanent rate for the machine or equipment which is not normal to the routing to which the regular permanent rate applies; or it is a permanent time standard or rate

for the operation which is used when a different number of employees are (is) used on the operation which is not normal to the routing to which the permanent rate applies. Section 11.05 of the Collective Agreement applies to an alternate time standard or rate.

**3. Rejection of Work Ticket Time Standard:**

The computer prints out an "exception" (which, in effect, is a rejection) to a time standard submitted by an employee on his operator work ticket if such standard is not a regular permanent standard for the operation concerned. In such event, if there is no "authorization" for the standard on file (from Supervision or the Industrial Engineering Department), the regular permanent standard is used by the computer and a slip will be issued to the employee concerned stating that the standard which he had placed on his work ticket was rejected, and it will note the standard which was used.

**4. Employee Earnings Reports:** The Company has adopted a procedure whereby the individual incentive-paid employee's daily earnings reports for each week shall be delivered to him (absent a catastrophe in the computer or payroll department) not later than Friday of the following week.

**B. Life Insurance**

The life insurance (death benefit) on employees' lives shall be:

- (i) Effective October 11, 1981—\$12,500
- (ii) Effective February 6, 1983—\$13,000
- (iii) Effective February 5, 1984—\$13,500

### **C. Weekly Sickness and Accident Benefit**

Effective October 11, 1981, the weekly S & A Benefit shall be sixty percent (60%) of the following whichever is applicable to the particular employee (but not to exceed \$160.00 per week):

(i) (Non-Incentive Employee) of the employee's regular straight-time hourly rate for forty (40) hours; or

(ii) (Incentive Employee) of the employee's straight-time average hourly earnings (for the last completed calendar quarter) for forty (40) hours.

Effective February 6, 1983, the \$160.00 maximum shall become \$170.00.

Effective February 5, 1984, the \$170.00 maximum shall become \$180.00.

### **D. Dental Plan**

The Dental Plan shall be:

(i) Effective November 1, 1981—Plan 7, 80/20 Co-Insurance with a 1981 Ontario Dental Association Schedule.

(ii) Effective February 6, 1983—Plan 7, 90/10 Co-Insurance with a 1981 Ontario Dental Association Schedule.

(iii) Effective February 5, 1984—Plan 7, 90/10 Co-Insurance with a 1984 Ontario Dental Association Schedule.

### **E. Premium Payments**

The Company will continue to pay the insurance premium payments on the insurance

benefits program, which shall include 100% of the premium for the OHIP, Drug Plan and Dental Plan.

**F. Shift Supervisor**

The meaning of the words "shift supervisor", as used in subsection (ii) of Section 4.04 and Section 6.01 (c) of our Collective Agreement **is**: that person in charge of a plant or warehouse in absence of any foreman or other member of supervision.

**G. Education and Recreation Fund**

The Company also agreed, effective January 1, 1980, to contribute 1c/hour worked by employee members of Local Union No. 2894 into a fund to be used for the education and recreation of United Steelworkers members in the Cambridge, Ontario area. This is contingent upon the Local Union or the International Union having taken proper legal steps by that date to have a valid organization **to** receive and administer said contributions.

**H. Letter of Understanding**

This will record our understanding for the term of our revised Collective Agreement, that, where a death occurs in the immediate family of any employee, as provided in Article 6, Section 6.03 of the Collective Agreement, and the employee **is** unable to attend the funeral, the employee, upon written request, shall be allowed one (1) day leave of absence with pay based on his regular hourly rate. This leave with pay will be for the day of the funeral, provided it falls on a day he is scheduled to work. Proof of death and relationship may be required by the Company.