

**COLLECTIVE  
AGREEMENT**

between

**ICM/KREBSOGE CANADA LTD.  
ST. THOMAS, ONTARIO**

and

**THE INTERNATIONAL ASSOCIATION  
OF MACHINISTS AND  
AEROSPACE WORKERS  
LOCAL LODGE NO. 1975**

**Dated February 11, 1992**

**O1993 (04)**

#### ATTENDANCE

Irregular attendance and or frequent tardiness is costly to you, the operation, and your fellow employees. When absent please notify the Company preferably before the start of your shift.

ICM/KREBSOGE NUMBER - 631-4880

#### SEVERE WEATHER CONDITIONS

SHOULD WE ENCOUNTER SEVERE WEATHER CONDITIONS THAT MIGHT CURTAIL PLANT OPERATIONS, WE SUGGEST YOU TUNE IN ST. THOMAS RADIO STATION, CHLO, 1570 ON THE DIAL, FOR POSSIBLE COMPANY ANNOUNCEMENTS.

TABLE OF CONTENTS

	1
	1
	1-2
	2
	3
	3
	3
	4
	4
	5-7
	7-8
	8-10
	10
	11
	11-12
	12-16
	16-18
	18
	18-19
	19
	19-20
	20
	20-21
34 Jury Duty.....	21
35 Bereavement Pay.....	21
36 Holidays.....	22-24
37 Vacations.....	24-26
38 Job Classification and Wage Rates.....	26-28
	28
	28-29
	20-30
	30
	30
	30-32
	32
	33-47
	37
	38
	47-48
	48-50
46 Job Classification and Rate Ranges.....	51-54

## COLLECTIVE AGREEMENT

**THIS AGREEMENT**, made and entered into this 11th day of February 1992, by and between ICM Krebsoge Canada, of St. Thomas, Ontario, hereinafter called the "Company" and The International Association of Machinists and Aerospace Workers, an association of employees representing employees of the Company through its Local Lodge No. 1975, hereinafter called the "Union".

**WHEREAS** the Company and the Union made and entered into a Collective Agreement, June 26, 1989, and whereas following timely notice of a desire to change the Agreement in certain respects, the representatives of the Company and the Union have met, negotiated and have agreed the terms of a new Agreement follows:

### PURPOSE

- 1 The general purpose of this Agreement is to establish and maintain formal relations between the Company and its employees, and to provide machinery for the prompt and equitable disposition of grievances, and to establish and maintain mutually satisfactory working conditions, hours, and wages for all employees who are subject to the provisions of this Agreement.

### RECOGNITION

- (a) The Company recognizes the Union as the sole and exclusive Collective bargaining agent for all employees in its St. Thomas, Ontario plant except for the following which are not subject to the provisions of this Agreement, namely: office and clerical employees, plant protection employees, technical and professional employees, supervisors, and assistant supervisors, and all other supervisory employees with authority to hire, promote, discharge, discipline, or otherwise effect changes in the status of employees.
- (b) The Company will supply the Union with a current list of superintendents, supervisor, and other persons with authority to exercise discipline, and will indicate by proper job titles such authority.

### COLLECTION OF UNION DUES (CHECK-OFF)

- (a) The Company hereby agrees to deduct Union Dues when authorized in writing of the amount to be deducted, from the pay of each employee covered by this Agreement who signs the following authorization.

### "AUTHORIZATION FOR DEDUCTION OF UNION DUES"

I hereby assign to Local Lodge No. 1975, The International Association of Machinists and Aerospace workers, from any wages earned or to be earned by me your employee, a fixed dollar and cent sum equal to that prescribed by the

Union's International Constitution and the Local Lodge Constitution, as my membership dues in said Union. I authorize and direct you to deduct such amounts from my first pay for each month and to remit the same to the Financial Secretary of the Union.

This assignment, authorization and directive shall become effective when delivered to the above-named employer.

This assignment, authorization and directive shall be irrevocable for the period of one (1) year, or until the termination of the current collective agreement between the Employer and the Union, whichever occurs sooner; and I agree and direct that this assignment, authorization and directive shall be automatically renewed and shall be irrevocable for successive periods of one (1) year each for the period of each succeeding applicable collective agreement between the Employer and the Union, whichever shall be shorter, unless written notice is given by me to the Employer and the Union not more than twenty (20) days and not less than ten (10) days prior to the expiration of each period of one (1) year, or each applicable collective agreement between the Employer and the Union, whichever occurs sooner.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Signature of Employer

- (b) Employees who are members of the Union at the date of signing this Agreement shall be required (as a condition of employment) to sign the check-off for Union dues for the duration of this Agreement.
- (c) New employees hired after the signing of this Agreement shall be required as a condition of employment to sign the check-off for Union dues for the duration of this Agreement. Union dues will be deducted from the employee's pay the first check-off period, following completion of thirty (30) calendar days of employment.

#### **RESERVATION OF MANAGEMENT RIGHTS**

4. In directing the operation of the business, the Company has the authority to formulate rules and regulations, to determine the means, methods, processes, materials, and schedules of production, to select employees, direct, adjust, promote, demote, transfer, classify, increase and decrease the working force, to discharge and discipline for just and proper cause, and maintain discipline within the plant, in conformance with the provisions of this Agreement. Nothing in this Agreement shall be interpreted as limiting the Company in any way in the exercising of the regular and customary functions of management, including the extension, limitation, curtailment or cessation of operations.

### EXPRESS WAIVER

5. The parties agree that this Agreement, and the Letters of Intent attached thereto, constitute the entire contract between them governing the rates of pay and working conditions of the employees in the bargaining unit during the term hereof, and settles all demands by the parties during negotiations.

Accordingly, the parties each expressly waives the right during the term of this Agreement to demands, discuss or negotiate upon any subject without consent to the other party.

The section shall not limit the use of the grievance and arbitration procedure of this Collective Agreement. Difference over rates and/or job content for new jobs arising during the life of the contract may be processed through the grievance and arbitration procedure.

### RELATIONSHIP

6. (a) The terms of this Agreement and its conditions will apply equally to all employees who are subject to the provisions thereof.

- (b) The Company and the Union recognize their respective responsibilities under Provincial and Federal Laws relating to hiring, promoting, advancing, assigning to jobs, or with respect to any other term or condition of employment and will not discriminate against any employee because of membership or non-membership in the Union, or legitimate Union activity, age, sex, race, creed, colour, marital status, or national origin. The use of the masculine pronoun throughout this Agreement shall include the feminine.

Should either party detect a situation or practice that they feel might be in conflict with statutory requirements, it shall be brought to the attention of the other party and the parties shall cooperate in an effort to end any practice that is, in fact, discriminatory.

- (c) The Union agrees there will be no Union activity on Company time, and no meetings on the Company premises except with the permission of the Company.

### NO STRIKES OR LOCKOUTS

7. The Union agrees that neither it nor any of the employees in the bargaining unit covered by this Agreement will collectively, concertedly or individually engage in or participate, directly or indirectly, in any strike, slow-down, stoppage or other interference of production of work during the term of this Agreement; and the Company agrees that during the term of this Agreement it will not lockout any of the employees covered by this Agreement. The Company retains the right to discipline or discharge any employee who violates this provision. The Union agrees to repudiate any violation of this clause, in writing, within forty-eight (48) hours.

## PLANT COMMITTEE

8. (a) The Company acknowledges the right of the Union to appoint or otherwise select a Plant Committee to be composed of seven (7) employees, one of whom shall be the Union President. It is understood and agreed that at no time will this Committee consist of less than three (3) members. The Company will recognize the said Committee on any matters properly arising from time to time during the continuance of this Agreement.
- When an employee requests a Shop Steward for any work related reason, a Shop Steward will be provided.
- The Company agrees to the appointment or selection of six (6) Shop Stewards with one or more to be from Maintenance/Toolroom.
- It is understood that although the intent is to have a Steward on each shift, due to shift rotation, this will not always be possible.
- The Plant Committee shall be designated as Shop Stewards and shall represent and be employed in the areas indicated above. In addition, the Union President may also act in the capacity of a Shop Steward, serving primarily in those areas where other Shop Steward(s) are absent.
- The Union will appoint a Grievance Committee of three (3) members who shall be Stewards or committeemen; two of whom will be the Union President and the Chairman of the Plant Committee. A fourth member may be added to the Committee where neither the President nor the Chairman is from the area involved.
- For the purpose of negotiating the Collective Agreement, the Company will recognize a committee to be composed of five (5) members, one of whom shall be Union President.
- (b) The Union recognizes and agrees that Shop Stewards have regular duties to perform in connection with their employment, and only such time as is reasonably necessary will be consumed by such persons during working hours in order to attend to the business of administering this Agreement.
- (c) Before leaving his regular Company duties, a Shop Steward must obtain the permission of his foreman to do so. He shall also report to the Supervisor of any department he thinks it necessary to visit, stating his reasons for so doing, and securing permission before entering. Permission will not be unreasonably withheld in either instance. When resuming his regular duties, he shall report to his Supervisor.
- (d) The Union agrees to supply the Company with the names of the employees who are members of the Plant Committee and will keep such list up-to-date.

- (e) The Chairman of the Plant Committee will be allowed three (3) hours per day (Monday-Friday): two hours at the start of the shift and one hour at the end of the shift for the performance of his duties as Chairman.
- The President of the Union will work on day shift.

## GRIEVANCEPROCEDURE

### Step Number 1

9. Before any matter can be considered a grievance in keeping with the provisions of the grievance procedure, the matter will firstly be discussed between the employee, his/her Shop Steward, and his/her supervisor in an attempt to resolve the concern. Within a period of three (3) working days after the close of the discussion, the Supervisor shall render his verbal disposition without precedent or prejudice.

### Step Number 2

10. If the concern is not settled as outlined above, it shall be considered a grievance, and in keeping with the provisions of the grievance procedure, it shall be reduced in writing on a duplicate grievance form supplied by the Company, signed by the employee and Shop Steward then submitted to the Manufacturing Superintendent or his designated representative within a period of three (3) working days after receipt of the answer from step one. Within a further period of four (4) working days after receipt of such appeal, the Manufacturing Superintendent and the Personnel Supervisor or their designated representative, shall discuss the grievance with the grievor and the grievance committee and shall give a written answer to the grievance within three (3) working days after the close of the discussion. At this meeting, any Grand Lodge representative of the Union will be present, if his presence is requested by the Union or the Company.
11. (a) In the event that the grievance is not settled to the satisfaction of the Grievance Committee it shall be referred for settlement within three (3) working days to the Director of Human Resources, and a meeting will be scheduled as soon as possible, at a time mutually agreed upon, but within ten (10) working days.
- (b) The Company will recognize as a grievance, matters involving interpretation or application of the terms and provisions of the Agreement not provided for in the regular means of processing employee's grievances. Such a grievance will be presented by the Grievance Committee to the Director of Human Resources, who will provide the initial answer in writing, within ten (10) working days. An appeal from the Director of Human Resources' answer may be made to the Director of Human Resources, within four (4) working days of receipt of the answer from the Director of Human Resources. Following this, a meeting will be scheduled as soon as possible at a time mutually agreed upon but within ten



(10) working days. **The** Company's answer will be made within five **(5)** working days after the close of the meeting and any appeal from this Step will be submitted to Step No. 4 within ten (10) working days of receipt of the previous answer.

### Step Number 3

12. (a) The grievance committee will meet and discuss the grievance with the Director of Human Resources, of the Company and/or his designated representative, and at this meeting any Grand Lodge representative of the Union may be present if requested by the Union **or** the Company. The reply of the Director of Human Resources, **or** his designated representative, shall be made within five **(5)** working days after the close of the meeting.
- (b) If the grievance is not settled to the satisfaction of the **Grievance Committee** by the joint meeting of the Grievance Committee and the Company, then the grievance may be referred to arbitration and any notice of appeal must be filed with the Company within ten **(10)** working days.
13. (a) Time limits mentioned in Steps 1-3 may be extended by mutual consent between the Company and the Union.  
It is further agreed that should either party exceed their time limits without securing an extension, the grievance may move to next stop of the procedure.
- (b) No complaint or grievance will be considered if more than ten **(10)** working days have elapsed since the occurrence of the event on which the grievance is based, **or** should have become known to the aggrieved and/or Union with the exercise of reasonable attention.
- (c) Upon **request** by the Steward **or** Committeeman, the supervisor will provide a **suitable** place for the discussion of a grievance between the steward and the employee or employees involved.
- (d) All grievances referred to the next higher level of the grievance procedure will be accompanied by a statement explaining the appealing party's position.

### Step Number 4

14. (a) Whenever it is desired to submit any grievance to arbitration, notice shall **be given** to the other party **formally** stating the subject of the grievance, **and at** the same time an **Arbitrator** shall be named. Within five **(5)** days after receipt of such notice, the other party shall name an Arbitrator. The Arbitrators representing the two parties shall meet **as** quickly **as** possible, and if they **fail to agree** upon a settlement, they shall either agree upon a Chairman, **or appeal to** the Minister of Labour for the Province of Ontario to appoint an impartial Chairman.

- (b) As soon as the Arbitration Board has been completed by the selection of a Chairman, it shall meet and hear the evidence and representation of both parties, and shall render a decision as soon as possible, the intention being that all decisions shall be given within seven (7) days after arbitration proceedings have commenced. After the evidence has been heard the Chairman shall sit and confer with the Arbitrators representing the two parties, and shall endeavour to reach a mutual agreement. If they are unable to agree, then the Chairman shall have the right to make the decision, which shall be final and binding on both parties to this Agreement.
15. The Arbitration Board shall not have jurisdiction to alter, modify or change any of the provisions of this Agreement, or to substitute any new provisions in lieu thereof, nor give any decision inconsistent with the terms and provisions of this Agreement, and shall make a decision within the terms of the submission to arbitration.
16. Each of the parties hereto will bear the expenses of the Arbitrator appointed by it, and the parties will jointly bear the expenses of the Chairman of the Arbitration Board, if any.
17. No grievance shall be considered by the Arbitration Board unless it has been properly carried through all previous steps of the Grievance Procedure.
18. No person shall be selected as an Arbitrator who has been directly involved in attempts to negotiate or settle the grievance.

#### **DISCIPLINARY ACTION, SUSPENSION OR DISCHARGE CASES**

19. (a) Any disciplinary action which results in a written reprimand (record of conversation, case record, or loss of time) will be taken only in the presence of a Shop Steward, unless it is necessary to take such action by mail. In all cases, the Plant Committee Chairman will receive a copy of the written reprimand. Progressive Discipline shall be as follows:
- 1) Record of Conversation
  - 2) One (1) Day Suspension
  - 3) Three (3) Day Suspension, and Counselling
  - 4) Ten (10) Day Suspension, and Counselling
  - 5) Discharge
- (b) A claim by an employee that has been discharged or suspended without sufficient cause shall be treated as a grievance, but a written statement of such grievance must be lodged with the Company (copy to the Grievance Committee), within five (5) days after the Company's notification to the Union. The Company agrees to notify the Union, in writing, of all discharges or suspensions and further agrees that grievances concerning discharges and or suspensions will commence at the second step of the Grievance Procedure. Disciplinary records will be removed from personnel files after three (3) years, provided the employee has been discipline-free for like offences for the last three (3) years of active employment.
- (c) If the employee's claim is found to be justified, then he shall be reinstated in his employment with such compensation for time lost at his regular rate of pay with no loss of seniority rights.

- (d) If the employee's claim is found not to be fully justified, a mutually satisfactory settlement may be agreed upon by the conferring parties or Board of Arbitration. The Arbitration Board shall not modify an action by the Company unless they shall find that the action taken is based upon insufficient cause or that the penalty is substantially in excess of the infraction(s) upon which the suspension or discharge is based.
- (e) When an employee is dismissed without notice, he will be given an opportunity of privately interviewing his Shop Steward before he is required to leave the plant premises.

### SENIORITY

20. Each of the parties hereto recognizes that employees are entitled to an equitable measure of security based upon length of service.

- (a) It is agreed that in the event of any increase or decrease in the number of employees due to business conditions, employees shall be added to the payroll or laid off on the bases of seniority insofar as is consistent with the efficiency of operations and the employee's ability to perform the work.
- (b) The Company agrees to inform the Union, in advance and in writing, of all layoffs and status-change transfers.
- (c) In case of temporary curtailment of one (1) day, or part thereof, the layoffs will occur in order of plant wide seniority by shift, provided employees can perform the available work.

When it becomes necessary to contact employees by phone, the Company will attempt to contact employees in order of seniority until the required number of employees are contacted. Employees, who the Company did not reach by phone, will be allowed to work.

When inventory is taken during the normal workweek, employees on first and second shift will be given the opportunity to take the inventory by seniority. If inventory is taken on the third shift, employees will be given the opportunity to take the inventory by seniority on that particular shift. The only exception to seniority recognition as stated, will be stockchaser and checkers, where experience is essential.

In case of temporary curtailment of two (2) to five (5) days' duration, the employees will not be considered for transfer to other departments unless they are capable of performing the work required in departments where employees with less seniority are employed.

- (d) Where it appears that the curtailment will be more than temporary, adjustments in personnel (layoff, transfers, demotions, etc.) will be made on the basis of plant wide seniority in the following sequence.
  - (1) The required number of employees with lowest seniority will be removed from the jobs affected.
  - (2) Any of these employees who have successful previous occupation-

and experience of record (other than temporary) on other jobs in the plant, and who have greater seniority than the employee on the job, may exercise his seniority and replace the junior employee.

When the job entry level jobs are affected by layoff, the senior employee may bump a probationary employee in any area of the plant.

- (3) Those employees who do not have sufficient seniority to hold a job under the above paragraph but have sufficient plant wide seniority to remain in the plants will take the jobs vacated by an equal number of employees taken from the bottom of the seniority list. These jobs will be ranked according to rate of pay from highest to lowest; the highest paying job going to most senior employee, providing he has the qualifications and ability to perform the work. If he is unable to perform that job as stated, the next most senior employee who can perform that job will be the next in line and so on, until all the employees have been listed on the list. Employees listed under this list will be eligible for bumping the junior employee in any job entry level classification.
  - (4) An employee going from one classification to another shall be given a rate of pay within the rate range in accordance with his previous experience and qualifications.
  - (5) Exception to the procedure outlined above may be made where a serious operating burden would be imposed on the Company because of lack of experience or skill on the part of an employee who is unable to fulfil the requirements of a vacated job.
- (e)
- (1) Any employee who is required to be transferred because of conditions caused by reduction in the work force may prefer a layoff with seniority unimpaired, providing, however, the employee observes the recall provisions outlined in Clause 21 (3) and (4). This preference will be stated by the employee at the time the reduction in the work force takes place. When the work from which he elected to be laid off is increased, he will be recalled.
  - (2) Consistent with the above, any employee who has elected to be laid off may, on or about the thirtieth (30th) calendar day following his layoff, notify the Company in writing that he wishes to be considered for certain jobs. Such employee will list the job(s) he wishes to be considered for with the understanding that a refusal to accept one of his listed jobs will result in his being considered for recall only to the extent provided for and consistent with the recall provisions of the Agreement.
- (f) Employees laid off by the Company through no fault or cause of their own shall be credited with their full accumulated amount of seniority provided they are called back to work within two (2) years from date of layoff.
- (g) When calling back employees after a layoff or transfer caused by reduction of the work force the reverse of the layoff or transfer procedure will be followed.

- (h) Seniority lists will be revised and posted every three (3) months. Whenever two (2) or more employees begin work on the same day, their placement on the seniority list will be determined according to alphabetical order by surname. Should a surname change in the future, the original placement will remain on the list.
- (i) The Company agrees for layoff purposes only, members of the Plant Committee, the President, Financial Secretary and the Recording Secretary of the Local Lodge, shall be retained in the employ of the Company during their respective terms of office, notwithstanding their position on the seniority list, so long as the Company has work available for which they are qualified.
- (j) The Company will provide a box for the daily movement of written correspondence between the Company and the Union.
- (k) Employees indefinitely laid off due to the permanent closure of the company's St. Thomas plant, who are entitled to severance pay under the Employment Standards Act, R.S.O. 1980 as it read on May 19, 1992; and who elect, or are deemed to have elected, to receive severance pay, will receive payment consistent with the act. Those with greater than (26) twenty-six years of service will receive (2) two weeks of pay for each year of service over (26) twenty-six years.

#### LOSS OF SENIORITY

- 21.(a) **An** Employee shall lose his seniority standing and shall be deemed no longer an employee of the Company, and his name shall be removed from all seniority lists for any of the following reasons:
  - (1) If the employee voluntarily quits his employment with the Company.
  - (2) If the employee is discharged, and is not reinstated pursuant to the grievance procedure herein.
  - (3) If a period of two (2) years has elapsed since the day of layoff.
  - (4) If the employee has been laid off and fails to return within three (3) working days after he has been notified to do so by the Company, through Registered Mail, addressed to the last address on record with the Company. After receipt of notice to return to work employees may ask for, and will receive, an additional two (2) working days' Leave of Absence. A longer Leave of Absence may be granted. It is the employee's responsibility at all times to keep the Company informed of his correct home address.
  - (5) If the employee overstays a leave of absence granted by the Company without securing an extension of such leave.
  - (6) If the employee is absent from work without notifying the Company for more than three (3) consecutive days, except in emergencies.

### PROBATIONARY EMPLOYEES

- 22.(a) An employee will acquire seniority after he has worked a minimum of sixty (60) days during a period of six (6) consecutive months.

Employees will be regarded as probationary employees until they have acquired seniority as provided above. At the conclusion of his probationary period the employee's seniority shall be determined as of the date the employee started to work.

- (b) If his probationary period is interrupted by layoff and if the probationary employee is brought back within six (6) months, he will resume accumulation toward sixty (60) days worked even though the sixty (60) days would go beyond the six (6) months' period.
- (c) The Company may discharge any probationary employee, and such discharge shall not be made a subject of grievance under the terms of this Agreement, provided, however, that this section shall be not used to discriminate against any new employee on account of his membership in the Union.

### LEAVES OF ABSENCE

- 23.(a) The Company will grant leave of absence for bona fide illness or injury.
- (b) The Company may grant personal leave of absence for legitimate personal reasons. Seniority on personal leaves will accumulate. Employees who apply for a personal leave of absence shall do so in writing. The Company will reply in writing to the application for such leave within two (2) weeks of receipt of the request.
- (c) No such leaves for personal reasons will be authorized for more than two (2) years.
- (d) Leaves for non-occupational medical reasons or for industrial injury will be granted up to three (3) years. Employees granted leaves will accumulate seniority during the leave of absence.

24. Female employees who have at least thirteen (13) weeks of seniority, will, upon request, be granted a Personal Leave of Absence Without Pay, for maternity confinement. Such leaves of absence will be granted on a written request from the employee, and may commence on the last day of the fourth month of pregnancy and shall terminate not later than four months after delivery or termination of pregnancy. Seniority will accumulate during such leave of absence.

Employees who have at least one year of seniority will, upon request, be granted adoptive leave to a maximum of twelve (12) weeks to commence on the first day the child enters the home.

The parties hereto, the Company, the Union and the employees represented herein, will be bound by the Employment Standards Act.

The Company will re-instate the employee returning from maternity or adoptive leave to his/her former job in accordance with seniority.

25. The Company will grant leave of absence without pay for reasonable periods to not more than three (3) employees to serve as delegates of the Local Lodge for the transaction of Union business at all authorized conventions and/or seminars endorsed by Local Lodge 1975. The Company reserves the right to limit leave of absence to one (1) employee from a department at any one time, where this would cause an operating burden due to employees in question having overlapping duties or dual capabilities.

The Company shall grant leave of absence or time off to duly authorized Committeemen or Officers for the proper transaction of Union business pertaining to Local 1975. In case of a request for time off the Union will notify the Company as soon as it is aware time off is required.

It is understood that proper Union business is deemed to be that which pertains to the operation of the Local Lodge and the normal function of the Plant Committee to deal with matters as outlined in 8 (a) of this Agreement.

Regarding limitations to time off for Committeemen and Officers, the Union agrees to make every effort to limit the frequency and length of such leaves to the bare requirements, and will give serious consideration to any request by the Company to reschedule such leave at a more suitable time so as to minimize any interruption of production.

The Company will grant a leave of absence to not more than two (2) employees at any one time, to serve in a full time position with the Local or International Union. Such leave shall be requested by the Union in writing and shall be for a period of up to twelve (12) years.

However, during this time, seniority will accumulate for a maximum of two (2) years only. Failure to return to work at the end of such leave will result in termination of employment with the Company.

Return from leave will be handled as if the employee were recalled after layoff.

Requests for leave of absence under this Section shall be submitted in writing as soon as possible, but in any event within two (2) working days prior to time of leave. Union members requesting this leave shall have their written request countersigned by the Union President, Vice President or Committee Chairman.

#### **SENIORITY APPLIED TO PROMOTIONS AND TRANSFERS**

- 26.(a) Promotions or transfers shall be based upon seniority, skill, ability and related job qualifications of the employee as applied to the job in question. The most senior employee satisfying the above qualifications will be awarded the position.

- (b) Except as noted in (8) below, the Company agrees that in the case of a permanent vacancy a notice will be placed on all plant bulletin boards for a forty-eight (48) hour period, describing the vacancy and the essential qualifications required of applicants for that position.
- (1) Employees, other than probationary employees may make application for the vacancy on the forms supplied.
  - (2) Job classifications in Labour Grade 16 (except when they are entry jobs in job progression), and new apprentice vacancies are not subject to the posting procedure. Where job progressions exist within departments, upgrading, whenever possible, will take place before jobs are posted. Job progression jobs are as follows; tool makers, machinists, maintenance mechanics, maintenance electricians, set-up men, furnace controllers, salvage and quality control inspectors, floor inspectors, crib attendant, set-up and operate briquetting press operators and set-up and operate production machines.  
Set-up operators and employees who have had substantial set-up and operate experience in the posted classification shall have first consideration for the set-up job associated with their experience when openings become available.
  - (3) The Company will recognize the bid of an employee who has been a successful bidding candidate within the preceding six (6) month period, only if the job is not filled by a qualified bidder who has not been a successful bidder within the preceding six (6) months. However, if a successful bidder is removed from the job before the six (6) months have elapsed due to a curtailment in operations, he may rebid on a new job posting. If he is a successful bidder, it is understood that he forfeits his rights to his former job.
  - (4) A successful bidder will not be allowed to withdraw his bid after the posting is taken down, without forfeiting his bidding rights for a six (6) month period. He may however, bid on another posted opening any time prior to being reclassified on the job to which he previously bid. If an employee is awarded a bid job and is not placed on the new job within two weeks, the bid will be cancelled and reposted when required.  
Where an employee has been awarded a job as a successful bidder, but the job is cancelled before he is placed on it, he will be regarded as the successful bidder in case the job becomes available again within sixty (60) days of the date it was cancelled. If the employee is a successful bidder on another job during the interim, he will have removed himself from the first job and the job will be reposted.  
in those instances where there is no successful bidder, the company will have sixty (60) days to fill the vacancy.



Additionally, if a successful bidder is unable to be placed on his new bid job, he will receive the rate of his new bid job if the reason he is unable to be placed is the need to train an employee on his old job and if another less senior successful bidder has been placed on the new bid job.

The Shop Committee Chairperson will be informed of a successful bid within seventy-two (72) hours after the posting has been taken down.

(5) Candidates will be selected on the basis of qualifications as per paragraph (a) of this section.

(6) This procedure shall not apply to vacancies arising from a Leave of absence or due to the illness of an employee.

Such a vacancy will not be permanently filled without having been posted under the provisions of this section in the event that a person does not return from a leave of absence when scheduled.

When it is known that an employee(s) will be absent for thirty (30) days or more, a temporary posting will be used to fill the vacancy. Subsequent vacancies arising because of the temporary posting will not be posted and will be filled by temporary transfer.

An employee who has been filling the position on a temporary basis will not be assigned the permanent opening on the basis of the experience gained during the temporary transfer, or temporary posting.

When the employee creating the temporary posting returns to work, the employee filling the temporary position will return to his/her former job.

(7) Employees who are placed on a job through this procedure and are not able to perform satisfactorily, will be removed and placed on a job opening in keeping with their qualifications and seniority. They will be allowed to rebid in keeping with item three (3) above.

If it is determined within one (1) month for employees in Labour Grade 10 to 12, from the date the employee is placed on a job, and within two (2) months for employees in Labour Grades 6 to 9, from the date the employee is placed on a job, and within six (6) months for employees in Labour Grades 2 to 5, from the date the employee is placed on a job through this procedure, and he is not able to perform satisfactorily, and/or wishes to remove himself from the job, he will be returned to his former job. If such determination is made after the one (1) month, two (2) month, or six (6) month period, the employee will be removed and placed on a job opening in keeping with his qualifications and seniority. If there is no job opening, he will replace a junior employee in the plant. He will be allowed to

rebid in keeping with item three (3) above.

The vacancy thus created will be filled by the next qualified bidder until the list is exhausted, providing the original posting has not exceeded sixty (60) days. If the original posting exceeds the sixty (60) days mentioned, the position will be reposted.

- (8) If a vacancy is not filled under the bidding procedure, those who are initially disqualified because of other sections of the bidding procedure will be considered according to the provisions of paragraph 26 (a) if they have signed a job bidding form for the posted vacancy.

When openings are to be filled for other than posted positions, the conditions of paragraph 26 (a) will apply in filling vacancies.

- (9) It is not the intent of the Company to use temporary transfers for such periods of frequency so as to avoid the posting requirements. It is further agreed that a temporary transfer will not be used to fill a job for a period in excess of two (2) days while employees are transferred from the classification except in cases involving daily absenteeism.

However, nothing in the above posting procedure shall restrict the right of the Company to temporarily assign or transfer an employee to a job where particular skills or experience are deemed necessary for that job.

- (10) In order to be eligible to use the posting procedure, an employee must be available to accept the position, as needed, if he should be selected for the posted vacancy.

- (11) In the event an employee becomes permanently physically unfit to perform the duties of his regular job, the Company will make every effort to retain such employee in its employ at such work as the physical condition of such employee may permit. The compensation and other labour agreement rights for such employees shall be negotiated with the Union.

- (12) In the event of permanent loss of job classification which results in a reduction in work force, affecting senior employees, the Company and the Union will meet to discuss ways and means of transferring such employees to other jobs in order to minimize loss of earnings and quality of life. It is understood and agreed that exceptions to the bidding procedure may be necessary in order to provide placement of senior employees.

- (c) An employee who on or after May 18, 1968 is transferred to a position not subject to the provisions of this Agreement shall retain his seniority, if he is transferred back to the bargaining unit, a maximum of two (2) years' additional seniority will accumulate for time served in the post-

tion not subject to the provisions of this Agreement. Employees who had been transferred to a position outside of the bargaining unit prior to **May 18, 1968** and holding a position outside of the bargaining unit at that time will retain their seniority and accumulate up to two (2) additional years from **May 18, 1968**.

If an employee is returned to the bargaining unit within six (6) months of the date he is transferred out for reason other than retrenchment by the Company, he will be placed on a job opening in keeping with his qualifications and seniority; after six (6) months he will be placed on a job opening where there has been no successful bidder or he will replace the junior employee in the plant in a job entry classification.

If an employee is returned to the bargaining unit as a result of retrenchment, he will be placed on a job formerly held in keeping with his qualifications and seniority.

- (d) Employees interested in upgrading themselves may complete a "Job Preference Form" stating job or jobs in the plant or office for which they would like to be considered when a vacancy occurs. When vacancies occur, the Company will review preference forms that have been presented.

Employees who wish to transfer to an entry level job vacancy may fill out a job preference form provided by the Company. Employees submitting such forms will be given preference for the job according to seniority. The chosen employee will be obliged to accept the job when offered or forfeit his preference rights for a six (6) month period.

Once a year, in the first week of January a notice will be posted to inform employees to submit job preference forms for jobs they may be interested in. Those preference forms will be kept on file for that year only.

- (e) All postings will include qualifications. Copies of the postings will be given to the Plant Committee Chairman at the time of posting.
- (f) Consistent with the above provisions an employee who is absent due to vacation, scheduled hospitalization or because of application of the bereavement pay section may, prior to such absence, fill out an absentee job bid form indicating the job(s) the employee is interested in. Should such job(s) be posted during the employee's absence, his absentee bid form will be considered as a job bid. Upon the employee's return from such absence, his absentee job bid form shall become null and void.

#### **GROUP INSURANCE AND HOSPITALIZATION**

- 27.(a) The Company agrees to pay the full cost of the Group Insurance Plan as follows: (a copy of the Master Agreement to the Union).

Labour Grades thirteen to seventeen (13-17) - \$20,000 Life Insurance.

Labour Grades ten to twelve (10-12) - \$21,000 Life Insurance.

Labour Grades five to nine (5-9) inclusive - \$22,000 Life Insurance.

Labour Grades two to four (2-4) inclusive. \$23,000 Life Insurance.

This insurance coverage includes an Accidental Death and Dismemberment clause in the above amounts.

- (b) The Company agrees to provide to every employee, with a minimum of five (5) years service, who retires to pension, a paid up Life Insurance policy in the amount of \$4,000.
- (c) The Company agrees to pay the full cost of the Ontario Hospital Insurance (OHIP) Plan during the term of this Agreement.
- (d) The Company agrees to pay the full premium costs for semi-private hospital coverage for employees and their dependents during the term of this Agreement.
- (e) The Company agrees to provide the Extended Health Care Program and will pay the premiums therein during the term of this Agreement for the \$10 single and \$20 family deductible plan.
- (f) The Company agrees to pay the full cost of a 1-1-8-39 Weekly Sickness and Accident Insurance Plan, which is as follows:
  - Labour Grades thirteen to seventeen (13-17) inclusive weekly benefit two hundred and thirty dollars (\$230.00).
  - Labour Grades ten to twelve (10-12)-weekly benefit two hundred and forty dollars (\$240.00).
  - Labour Grades seven to nine (7-9)- weekly benefit two hundred and forty-five dollars (\$245.00).
  - Labour Grades five to six (5-6) inclusive - weekly benefit two hundred and fifty-five dollars (\$255.00).
  - Labour Grades two to four (2-4) inclusive- weekly benefit two hundred and sixty-five dollars (\$265.00).

**NOTE: The first day of hospital is to include treatment at the hospital if the doctor recommends that the employee not return to work.**

- (g) Effective May 17, 1993 the above schedule of weekly benefits will be increased by fifteen dollars (\$15.00) per week in each Labour Grade grouping.  
Effective May 16, 1994 the above schedule of weekly benefits will be increased by fifteen dollars (\$15.00) per week in each Labour Grade grouping.  
Effective May 17, 1993 the Company agrees to pay the full cost of a 1-1-8-26 Weekly Sickness and Accident Insurance Plan. The Company agrees to the establishment of a Long Term Disability program. Maximum 60% of earnings - maximum \$1,500/month. Enrolment will be mandatory for all employees. The employee will pay 50% of the cost and the Company will pay 50%.

- (h) The Company will provide a Dental Plan based on the 1991 Ontario Dental Association rates.  
Effective January 1, 1993, the Dental Plan will be based on the 1992 Ontario Dental Association rates.  
Effective January 1, 1994, the Dental Plan will be based on the 1993 Ontario Dental Association rates.  
Effective January 1, 1995, the Dental Plan will be based on the 1994 Ontario Dental Association rates.
- (i) Fringe benefit premium costs are paid by the Company, as outlined above, for all employees after they have completed their probationary period.
- (j) Fringe benefit premium costs for employees on leave or layoff status will be continued as follows:
  - (i) All benefits continue for a period of up to two (2) years for maternity, industrial, medical, and personal leaves granted.  
Life Insurance coverage is maintained in all cases for the entire length of the leave granted.
  - (ii) All benefits continue up to the month after the month the layoff or union leave occurred.
  - (iii) When an employee is absent due to industrial injury, he or she may make application for Sickness and Accident benefits pending payment from the Worker's Compensation Board. Employees wishing to receive Sickness and Accident benefits pending disbursements from the Worker's Compensation Board agree to, and will sign a consent form which will allow repayment of all Sickness and Accident benefits once benefits are received from the Worker's Compensation Board.

#### **HOURS OF WORK**

28. The regular Hours of Work shall be from 7:00 a.m. to 3:00 p.m. for the first shift; from 3:00 p.m. to 11:00 p.m. for the second shift; from 11:00 p.m. to 7:00 a.m. for the third shift. When job requirements make it necessary to work hours other than noted above, the Union will be informed in advance of any such schedule of hours.

#### **OVERTIME**

- 29.(a) Time and one-half shall be paid for all hours worked in excess of seven and one-half (7½) hours in any one day. Time and one-half shall be paid for time worked on Saturday. Double time shall be paid for time worked from 11:00 p.m. Saturday to 11:00 p.m. Sunday. Employees who are off during the regularly scheduled work week (other than for absence which is supported by substantial proof as being unavoidable, including Union business as defined in Section 25) need not be called in for Saturday or Sunday overtime work.

The Company will advise the employees concerned of weekend overtime on the previous Thursday, whenever possible.

- (b) Overtime in accordance with the guide lines shall, **as** far as possible, be evenly distributed among the employees capable of doing the work involved, in the respective job classifications.

For the purpose of this clause, employees not called in for overtime for reasons stated in (a) will have that overtime counted as though worked. **In** addition, those declining the opportunity to work overtime will have that time counted as though worked. **A** current record of overtime hours will be **posted**.

The Committee Chairperson will be given a copy of the current overtime hours recording sheets on a weekly basis.

- (c) It is agreed that Saturday 2nd shift (3:00 p.m. to 11:00 p.m.) overtime will be on a voluntary basis. It is further agreed that employees (except frozen third shift) will not be asked to work **more** than two (2) consecutive Saturdays without a Saturday off, if they so desire. Further, employees on the frozen third shift will not be asked to work more than two (2) Saturdays in a four (4) week month or three (3) Saturdays in a five (5) week month. Where the regular operator **declines** working scheduled overtime as above, the Company reserves the right to cover the operation by any other means available. The Company will look to bargaining unit people before going outside the bargaining unit.

If an employee volunteers for 2nd shift Saturday work, it will not be counted **as a** Saturday worked for the purpose of this paragraph.

- (d) When conditions make it necessary to establish a work day of less than seven and one-half (7½) hours, this condition shall not alter the points at which overtime begins: i.e., seven one-half (7½) hours in any one day.
- (e) **A** meal allowance of two dollars (\$2.00) will be paid to those employees who work **more** than two (2) hours beyond the end of their shift.

#### **REPORTING FOR WORK ALLOWANCE**

30. Employees reporting for work at their scheduled starting time and do not work four (4) full hours because of lack of work, will receive four (4) hours' pay.

However, in the case of a major disruption such **as** fire, flood, boiler failure, electrical power failure, labour disputes, acts of God, and other circumstances beyond the control of the Company, the Company will not be obligated for the payment of Reporting for Work Allowance.

#### **CALL BACK TIME**

31. **An** employee who is called back to perform work after leaving the Company property on completion of his regular shift, or called in on an unscheduled work

day, shall be paid a minimum of four (4) hours at applicable overtime rates. Employees called back to work under this section shall be permitted to leave the plant immediately upon the completion of the work for which they were called in; and shall be entitled to the four (4) hours at overtime rates if their task is completed before the four (4) hours are up.

#### SHIFT ALLOWANCE

- 32.(a) Where shift work is involved, twenty-five (\$.25) per hour additional compensation shall be paid for all second shift work. Twenty-seven cents (\$.27) per hour additional compensation shall be paid for all third shift work.
- (b) The additional compensation paid for second and third shift work shall be paid on the basis of the shift worked, regardless of whether the shifts rotate or are frozen.
- (c) A shift belongs to the day in which the majority of the hours fall.

#### SHIFT ASSIGNMENTS

- 33.(a) Rotating shifts for all employees will continue in force in all departments. The employees in each group or department assigned to rotating shifts shall rotate between first, second and third shifts, (except in special cases) so that the first shift shall be for at least two (2) weeks' duration and the second or third shift assignment shall not exceed two (2) weeks' duration at one time. It is the Company's intention to rotate employees in a given classification on an equal basis from first, to third, to second and then to first again. The Company will inform the committee of special cases in advance.

It is not expected that an employee will double back on the shift he has worked prior to his present shift except where the rotation is only between (2) shifts.

This rotation will be altered only when there is an unavoidable conflict in the scheduling rotation between individuals or as provided in (b) or (c) below.
- (b) The Union agrees to the establishment of a fixed third shift (11:00 p.m. to 7:00 a.m.). In this regard, the Company assures the Union that only employees who are hired specifically for the third shift, those who are regularly assigned to the third shift and employees who volunteer for the third shift, will be required to work the third shift.
- (c) When the Company requires additional employees on a particular shift and proposes to achieve this by moving an employee from another shift, the following procedure will apply. The employees in the classification will be polled in order of seniority to see if any wish to leave the shift. If none are willing, to volunteer to change, the Company may then assign the employee(s) with the least seniority to the shift where an employee(s) is needed.

An employee transferred to another shift for a week or more, will be subject to provisions of 33 (c).

- (d) Employees in the same classification will be allowed to change shifts by mutual agreement between the employees, provided prior approval has been given by their respective supervisors. It is understood that such changes will be approved only on a temporary, or day-to-day basis.

#### **JURY DUTY**

34. An employee who is working and who is on the seniority list and who is called for service on a court jury or subpoenaed to appear as a witness where the employee is not a party to the action, shall be entitled to receive from the Company the difference between what he receives as pay for jury service or as a witness and what he would have received from the Company if he had not served on either of the above.

#### **BEREAVEMENT PAY**

35. In the event of a death of a member of their immediate family, employees will be allowed the necessary time off up to three (3) days, (Monday to Friday), with pay at normal daily straight time rates, for hours of scheduled work they are forced to miss that fall within the period starting with, and including, the day of death, and ending with, and including, the day after the funeral.

For the purpose of this clause, immediate family is one of the following: wife, husband, son, daughter, father, mother, sister, brother, father-in-law, or mother-in-law. In this clause, wife or husband shall include common-law, and son or daughter shall mean natural or step. In the event of a death of a grandchild or grandparent of an employee or an employee's spouse, one (1) day off with pay will be granted.

In the event of a death of an employee's brother and/or sister-in-law, one (1) day off with pay will be granted on the day of the funeral.

Only employees who have passed their probationary period will qualify for bereavement pay.



## HOLIDAYS

- 36.(a) The Company agrees that the following holidays will be celebrated on the days listed below:

**Effective May 1992**

Victoria Day May 18, 1992  
Dominion Day July 3, 1992  
Civic Holiday **Aug. 3**, 1992  
Labour Day Sept. 7, 1992  
Thanksgiving Day Oct. 12, 1992  
Day before Christmas Dec. 24, 1992  
Christmas Day Dec. 25, 1992  
Boxing Day Dec. 28, 1992  
Floater Dec. 29, 1992  
Floater Dec. 30, 1992  
Day before New Years Dec. 31, 1992  
New Years Day Jan. 1, 1993  
Good Friday **Apr. 9**, 1993

**Effective May 1993**

Victoria Day May 24, 1993  
Dominion Day July 2, 1993  
Civic Holiday **Aug. 2**, 1993  
Labour Day Sept. 6, 1993  
Thanksgiving Day Oct. 11, 1993  
Floater Dec. 23, 1993  
Day before Christmas Dec. 24, 1993  
Christmas Dec. 27, 1993  
Boxing Day Dec. 28, 1993  
Floater Dec. 29, 1993  
Day before New Years Dec. 30, 1993  
New Years Day Dec. 31, 1993  
Good Friday Apr. 1, 1994

**Effective May 1994**

Victoria Day May 23, 1994  
Dominion Day July 1, 1994  
Civic Holiday Aug. 1, 1994  
Labour Day Sept. 5, 1994  
Thanksgiving Day Oct. 10, 1994  
Floater Dec. 22, 1994  
Day before Christmas Dec. 23, 1994  
Christmas Dec. 26, 1994  
Boxing Day Dec. 27, 1994  
Floater Dec. 28, 1994  
Day before New Years Dec. 29, 1994  
New Years Day Dec. 30, 1995  
Good Friday Apr. 14, 1995

- (b) When the holidays listed above are not worked, the Company will pay to every full time employee who has been on the payroll thirty (30) calendar days from date of hire, the regularly scheduled hours for the hourly rate employees at the straight time hourly rates for that holiday, provided, however:

- (1) That the employees shall have worked on the scheduled working day before such holidays and on the scheduled working day after such holidays, or be either on industrial, medical or personal leave of absence, granted no longer than two (2) weeks prior to a paid holiday. For purposes of holiday pay eligibility only, Saturday and Sunday will not be considered a scheduled day of work.

Days worked during the plant vacation shut down will not be considered a scheduled day of work for the purpose of holiday pay eligibility.

However, any employee who is absent for the following reasons on his scheduled working day before or his scheduled working day after a paid holiday, or both, shall qualify for holiday pay, in case of:

- (i) Time off is in keeping with the provisions of the "Bereavement" clause.
  - (ii) In case of sickness verified by physician.  
The Company reserves the right to secure from the employee a signed statement, stating nature of illness and name of physician consulted.  
Any employee who reports for work on the scheduled working day before or schedule working day after a paid holiday and is not medically fit to continue work and is sent home will qualify for holiday pay.  
Any case of sickness that does not require a physician's attention will not be considered.
  - (iii) Any other unavoidable absence not for the purpose of extending the holiday and which is supported by substantial proof.
  - (iv) Union Committee Members who are absent due to authorized Union business.
- (2) If misrepresentations are made concerning holiday pay eligibility qualifications, the employee will be subject to disciplinary action up to and including discharge.
  - (3) That holiday pay shall not be paid if the employee has **quit**, has been discharged and not reinstated, in accordance with the provisions of the grievance and arbitration procedure of this Collective Agreement.
  - (4) That such Holiday Pay will be paid if the holiday falls on Saturday or Sunday. However, the Company reserves the right to celebrate the holiday on the preceding Friday or the following Monday.
  - (5) That in the event an employee is required to work on said Holiday, he will receive a rate of time and one-half plus the holiday pay.
  - (6) That those employees who may be scheduled and have agreed to work on any such holiday, but fail to perform such work, will receive no compensation for that holiday. While it is understood that the Company does not expect to work on holidays, the Company reserves the right to require emergency work in order to

maintain plant equipment and facilities. The same qualifications ~~as~~ in paragraph 36 (a) (1) would apply if an employee is unable to work after agreeing to do *so*.

- (7) The total of any time lost on the scheduled day before and ~~or~~ the scheduled day after a holiday in excess of one (1) hour at the beginning of the shift shall be deducted from the hours for holiday pay. (~~For~~ one (1) holiday only.)
- (8) That consistent with the provisions of item 1 above, whenever two (2) or more holidays occur in succession, an employee who is absent ~~on~~ either the scheduled **working** day before or the scheduled working day after such holidays, shall receive holiday pay for only one-half the number of holidays.

#### VACATIONS

- 37.(a) The Company will grant vacations in accordance with the current Employment Standards Act of the Province of Ontario, to all employees with less than one (1) year of service with the Company prior to July 1st of the vacation year.
- (b) The Company will provide two (2) weeks of vacation with pay equal to four (4) percent of the year's wages provided the employee has one (1) year of continuous service with the Company.
- (c) The Company will provide three (3) weeks' vacation with pay equal to six (6) percent of the year's wages for all employees who have completed six (6) or more years of continuous service with the Company and less than fifteen (15) years.
- (d) The Company will provide four (4) weeks vacation with pay equal to eight (8) percent ~~of~~ the year's wages for all employees who have completed fifteen (15) or more years of continuous service with the Company and less than twenty (20) years.  
The Company will provide four (4) weeks vacation with pay equal to nine (9) percent of the year's wages for all employees who have completed twenty (20) years of continuous service with the Company and less than twenty-five (25) years.  
The Company will provide five (5) weeks vacation with pay equal to ten (10) percent of the year's wages for all employees who have completed twenty-five (25) or more years of continuous service with the Company.
- (e) All vacation pay computations will be based on gross earnings.  
Gross earnings for the purpose of vacation pay computations shall not include: payments made to an insurance carrier to provide benefits under the Major Medical Plan, contributions to the pension fund for employees under this agreement, safety shoe or safety glasses allowance, and any severance or termination pay pursuant to ~~this~~ agreement ~~or~~ the Employment Standards Act.

- (f) It is the Company's intention to continue scheduling the annual vacation shutdown period during the months of July and or August as long as business conditions permit. Only in the event of unusual business conditions will a change in vacation scheduling time be necessary. The Company will notify the Union at the earliest possible time of any such situation.

Employees will take their vacation during the plant shutdown period(s), except for those employees assigned to work in departments where essential operations must be maintained. Preference when employees wish to take vacation time, which is not governed by plant shutdowns, shall be given consideration by the Company and based on seniority. All vacations must be taken by June 30 following the beginning of each vacation year.

The Company will post a tentative vacation shutdown schedule by March 1 of each year. Immediately following the posting of the finalized vacation shutdown schedule (not later than April 1st), employees may request taking the third, fourth or fifth week of vacation at a specified time. After fourteen (14) days, the period will be closed.

The Company will grant requests based upon production requirements, available skills and employees' seniority. It is understood that vacation earned in one year will not be connected to vacation earned in another.

- (g) When a partial work force is needed during the scheduled vacation shutdown, the Company will post a vacation work roster on which employees may indicate their availability for work within their respective classifications by signing the roster. It is understood that in filling needs with the respective classifications, the most senior employee(s) who sign the roster will be selected and that such employees, insofar as is consistent with production requirements, will be assigned to shifts, if applicable, consistent with their seniority.

The roster will be posted for ten (10) days during the month prior to the scheduled vacation. Employees who fail to sign the roster before the cutoff date will not be considered for work. However, should the Company require additional employees after this ten (10) day period, employees with recent, previous occupational experience of record, who have signed the vacation work roster, will, in order of seniority, be offered the opportunity to work.

If none of these employees accept the available work, the Company reserves the right to offer such work to any available qualified employees. It is understood that probationary employees in Entry Level jobs will not be recognized on the work rosters until all other employees who have signed the roster have been selected.

**Work** assignments will be made on the basis of the employee's seniority standing and his ability to perform the work available. Employees must be capable of performing the work required.

Those scheduled to work during the vacation period will be paid for the rate of the job on which they are assigned.

- (h) If an employee should be called back from vacation and he agrees to work during his scheduled vacation, he shall receive a minimum of four (4) hours at the applicable rate (time and one-half for his 1st through 6th day; double time for this 7th day) and shall have the actual time so worked rescheduled. It is understood, however, if an employee is scheduled and agrees to work prior to vacation shutdown period, he will not receive the above applicable rate(s).
- (i) Employees who work less than 1200 hours during the twelve (12) month period prior to July 1st of the vacation year shall only be entitled to time off in keeping with provisions of the Employment Standards Act of Ontario
- (j) Employees entitled to more than two (2) weeks vacation may, if operating conditions permit, elect pay in lieu of taking time off.
- (k) It is understood that the shift rotation process referenced in Paragraph 33 (a) will be held in abeyance during the Christmas and Vacation Shutdown periods.

### **JOB CLASSIFICATION AND WAGE RATES**

38. Attached hereto and forming a part of this Agreement is Schedule "A" Job Classification and Rate Ranges.

### **WAGES**

- (a) The general wage structure attached hereto shall remain in effect for the duration of the contract.
- (b) **Effective May 20, 1992**, each active employee will receive a lump sum payment of \$850.00, less appropriate deductions, consistent with the letter of understanding, on payment of lump sum increases.  
All skilled trades will be paid at Labour tirade (2) rates.
- (c) (1) **Effective May 20, 1993**, each active employee will receive a lump sum payment of \$850.00, less appropriate deductions, consistent with the letter of understanding on payment of lump sum increases.  
(2) **Effective May 16, 1994**, a General Wage Increase of fifty-eight cents (58 cents), will be added to the existing rate structure.
- (d) Rates and rate ranges for all jobs will be determined and established by evaluation of the scope of skill, effort, responsibilities, and conditions involved to insure proper relationships between all jobs.
- (e) All jobs will be coded in accordance with their classification.
- (f) All jobs will fall into labour grades with corresponding rate ranges.

- (g) In all job classifications, with the exception of certain of the progression type classifications, an automatic increase of five cents (\$.05) will be given every three (3) months until the top of the rate for the classification is reached.

The following job is not an automatic progression job from B to A classification.

Crib Attendant

All other progression type classifications will advance within the classes as follows:

- (i) Between Class C and B an employee will receive an automatic increase after three (3) months equal to half of the amount specified in the rate range for the "C" classification. At the end of six (6) months in Grade "C" an employee, if qualified, will go to the bottom of "B" classification automatically. He will receive five cents (\$.05) increases automatically every three (3) months until he reaches the top of "B". After a further three (3) months at the top of "B" he will proceed automatically to the bottom of "A" classification, if qualified. If not qualified at that time, he will remain at the top of "B" and will be evaluated again six (6) months thereafter. Employees will proceed to the top of "A" with five cent (\$.05) increases each three (3) months until the top of "A" is reached.
- (ii) Where only "B" and "A" classifications exist in the progression jobs, the progression scale in the latter half of paragraph (i) above will apply.
- (iii) Automatic time interval provisions may be accelerated if an employee, in the opinion of the Company, merits one. The Chairman of the Plant Committee will be notified of individual accelerated increases.
- (h) Rate for Temporary Transfer
- When an employee is transferred from his regular job, to other work, which the Company deems to be more urgent, he will be paid his rate, or the rate of the job to which he is transferred, whichever is higher.
- It is not the intent of the Company to use temporary transfers for such periods of frequency so as to avoid the posting requirements. It is further agreed that a temporary transfer will not be used to fill a job for a period in excess of two (2) days while employees are transferred or displaced from the classification except in cases involving daily absenteeism.
- (i) Employees will be paid on a weekly basis each Thursday for wages earned to 11:00 p.m. of the previous Friday.

- (j) Up-dated copies of job descriptions will be provided for the Chairman of the Plant Committee. These **will** be initialled by both parties. Any change or amendments will likewise be provided.

When new jobs are established, the Company will prepare a new job description and establish a rate **in** keeping with the job evaluation system. If the Union disagrees with the evaluated rate or job content, it may process the matter through the grievance procedure.

#### **COST OF LIVING ALLOWANCE**

Commencing with the beginning of the second pay period after the publications of the Consumers Price Index (1971=100%) in the month of May 1985 (April 1985 Index) and quarterly thereafter during the remainder of this Agreement, adjustments in the cost of living allowance will be made upward or downward at the following times:

<b>Effective Date of Adjustment</b>	<b>Based Upon CPI for the Month of</b>
beginning of 2nd pay period following publication of Index in the month of May 1985 and quarterly thereafter through May 1986	April 1985 and quarterly thereafter through April 1986

The amount of the Cost of Living Allowance in May 1985 shall be determined after a schedule on the basis of one cent (\$.01) for each .4 points rise of the Consumers Price Index above the CPI for the month of February 1985.

There will be a maximum of twenty-two cents (\$.22) available for the Cost of Living adjustments during the four (4) quarters beginning May 1985.

The Cost of Living adjustment shall be a separate hourly add-on-amount paid weekly for all hours worked or hours paid for. It shall be included for purposes of holiday pay, vacation pay and funeral leave, It **will** not be included in the calculation of overtime premiums.

#### **SKILLED TRADES**

- 40.(a) For the purpose of this Agreement, skilled trades will be **as** listed below:

- Maintenance Mechanics A
- Maintenance Electricians A
- Products & Equipment Development Men
- Electrical & Mechanical Heat Treatment Equipment Mechanics
- Electrical & Electronics Maintenance Mechanics
- Toolmaker A
- Machinists A
- Tool Inspection, Instrument & Gauge Repairman

- (b) Any employee in a skilled trade as above will be termed a "journeyman."
- (c) The terms "journeyman" as used in this Agreement will mean any person:
  - (1) Who presently holds "A" classification in a skilled trade, or
  - (2) Who has served a bona fide apprenticeship and holds a certificate substantiating such training, or
  - (3) Who has eight (8) years or more practical experience in related skill work to satisfy the requirements of the job.
- (d) In most instances maintenance mechanics and maintenance electricians will work in their respective classifications. Where conditions require, maintenance mechanics and maintenance electricians will work on assigned jobs within their classifications.
- (e) An Apprentice Advisory Committee will be formed consisting of one (1) journeyman from each of the following classifications.
  - Toolmakers
  - Maintenance Mechanics
  - Maintenance Electricians
 and representatives of the Company.
 

The function of this Committee will be to meet periodically (on a quarterly basis), to review the progress of the apprentice programs and to offer suggestions for their improvement.

The living away allowance provided by the Government shall not be considered as wages.

**SAFETY PRECAUTIONS, SPECIAL CLOTHING  
AND SHOP RULES**

- 41.(a) The Company will maintain adequate sanitary arrangements throughout the plant, provide proper safety devices, and give proper attention to the elimination of any conditions of employment which are a hazard to the safety or health of the employees.
 

Effective May 19, 1992, there is reimbursement for safety shoes will be seventy (\$70.00) once per year.

It is agreed, an employee will be allowed to purchase shoes early and will be given credit toward his yearly shoe allowance when such employee purchases his shoes up to two (2) months prior to the expiration of his year. It is understood that it will be the employee's responsibility to then present his bill to the Company after the expiration of his year. Also, employees are still limited to credit for only one purchase per year.



- (b) Where the nature of the task assigned to an employee requires the use of special equipment or clothing, such special equipment or special protective clothing, such as goggles, gloves, aprons, dust cloths, rubber boots, hair nets, hearing protection, and safety glasses will be provided by the Company. All safety equipment supplied shall be used and or worn in a manner prescribed by law.
- (c) The Company reserves the right to formulate and publish from time to time rules and regulations regarding the use and operation of machines and equipment and plant facilities and the terms and conditions upon which special clothing is issued to employees.
- (d) The Safety Committee shall be recognized under the terms of the Occupational Health and Safety Act. When plant inspections are conducted, an employee representative will be included.

#### **SUPERVISORS- BARGAINING UNIT WORK**

42. The parties agree that the primary duty of supervision is to supervise. It is further agreed that the supervisors (or other non-bargaining unit employees) will not enlarge upon the privilege of working in cases of emergency, for instruction purposes, or in the case of experimental or development work. Cases of emergency shall not be construed to mean regular production commitments, nor would an emergency exist if there are qualified bargaining unit employees available to do the work without sacrificing other necessary production. Salary staff will be permitted to do bargaining unit work where overtime cannot be covered on a voluntary basis by those qualified to perform the job.

#### **UNION NOTICE BOARD**

43. The Company agrees to establish a sealed notice board for the use of Local Lodge No. 1975, for posting of official notices. All such notices must be signed by the proper officer of the Local Union and be submitted to the Director of Human Resources, or his designated representative, for his concurrence.

#### **PENSION PLAN**

44. This pension plan resume is intended only as an outline of the plan's major provisions. The actual operation of the plan is covered under a separate agreement.
- (a) The monthly amount of any pension payable at normal retirement age for those who retire prior to May 19, 1974, is \$6.00 for each year of credited service to a maximum of thirty (30) years.
  - (b) The monthly amount of any pension payable at normal retirement age for those who retire on or after May 19, 1974, is \$8.00 for each year of credited service to a maximum of thirty (30) years.

- (c) The monthly amount of any pension payable at normal retirement age for those who retire on or after May 18, 1992 is nineteen dollars and fifty cents (\$19.50) for each year of credited service to a maximum of forty-two (42) years.

The monthly amount of any pension payable at normal retirement age for those who retire on or after May 17, 1993 is twenty-one dollars (\$21.00) for each year of credited service to a maximum of forty-two (42) years.

The monthly amount of any pension payable at normal retirement age for those who retire on or after May 16, 1994 is twenty-two dollars and fifty cents (\$22.50) for each year of credited service to a maximum of forty-two (42) years.

Normal retirement pensioners will receive adjustments in pension as they become due during the life of this Agreement.

- (d) An optional post retirement pension for surviving spouse is available. An employee may elect to receive a reduced monthly pension to provide a pension for his spouse if she is living at his death.

Employees who attain age fifty-five (55) and who have ten (10) or more years of credited service will have an automatic pre-retirement surviving spouse benefit in the event of death after age fifty-five (55), but before retirement. The benefit will provide the surviving spouse with a monthly pension equal to sixty-six and two-thirds percent (66-2/3%) of the employee's accrued benefit.

- (e) A disability retirement pension is available to an employee who becomes totally and permanently disabled after reaching his forty-fifth (45th) birthday and has completed ten (10) or more years of credited service.

- (f) Each employee who terminates his/her employment with the Company following completion of two (2) year membership in the plan, is entitled to receive a deferred pension commencing at normal retirement age.

- (g) Employees with at least two (2) years of credited service may retire between ages 55 to 65 with a pension that is reduced .3 of 1% for each month prior to age 65, but after age 60, and .5 of 1% for each month prior to age 60, but after age 55.

An early retirement option with no reduction in benefit is available at age sixty-two (62), provided the employee has a minimum of thirty (30) years of credited service.

Effective May 16, 1994, an early retirement option with no reduction in benefit is available at age sixty (60), provided the employee has a minimum of thirty (30) years of credited service.

- (h) Normal retirement date is the first of the month following your 65th birthday.

- (i) Credited service will be based on compensation hours rather than actual hours worked.  
Absences due to an industrial injury, medical leave, and/or union business will be counted as credited service.
- (j) The pension plan has been amended to conform with the Canadian Human Rights Code.
- (k) ICM/Krebsoge accepts full responsibility for funding of this pension plan, which came into effect September 15, 1989, pursuant to the requirements of the Ontario Pension Benefits Act. 1987.

**EFFECTIVE DATE DURATION**

45. This agreement shall be effective as of the date of its execution by the parties. It shall thereafter continue in effect until and including the 17th of May 1995, and shall continue in effect thereafter from year to year unless either party gives notice in writing to the other that it desires to amend, modify, or terminate it, not less than thirty (30) and not more than ninety (90) days prior to the expiration of any yearly term. If notice of intention to amend or modify is given by either party in writing, as in this paragraph provided, negotiations shall commence not later than twenty (20) days after the receipt of such written notice, and if such negotiations do not result in agreement prior to the yearly date of termination of this Agreement, then this Agreement may be extended by mutual agreement between the negotiating parties for such further time as may be necessary to complete negotiations. Notwithstanding the foregoing, any change or amendment in the terms of this Agreement may be negotiated by mutual agreement in writing between the Company and the Union.

46. **IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed by their duly authorized officers and representatives at St. Thomas, Ontario, on the 11th day of February, 1992.

**For the Union:**

A. Pimlatt  
 C. Sibley  
 R. Scott  
 D. Rose  
 J. Kandathil  
**M. Vargo**  
 J. Nugent

**For the Company:**

N. Hayden  
 E. Foster  
 J. Pocrnic

## LETTER OF INTENT

Subject: Discontinuance of Product Line or Transfer of Operations  
Within Canada

In the event of permanent loss or discontinuance of operations which results in a reduction in force affecting senior employees who have limited bumping rights, the Company and the Union will meet to discuss ways and means of transferring such employees to other jobs in order to minimize loss in earnings.

It is understood and agreed that exceptions to the bidding procedure may be necessary in order to provide placement of senior employees.

It is understood and agreed that employees placed under this arrangement will be transferred and assigned in keeping with their ability to perform available work and their respective seniority. Where employees with less seniority are transferred to jobs ahead of **employees with greater seniority, they will be subject to being** displaced by the more senior employee, if no other suitable opening exists at the time of transfer of the more senior employee.

Limitations of this procedure will be governed by the ability of the receiving department to absorb new employees and at the same time maintain acceptable production.

If there should be a discontinuance of operation at the St. Thomas plant due to a transfer of jobs to another location in Canada, the Company will notify the Union in advance of such transfer and meet to discuss the possibilities and practicality of transfer of employees to the new location.

This Letter of Intent will remain in effect until the termination date of our contract.

## LETTER OF INTENT

Subject: Coffee Breaks

In past negotiation between the Company and the Union, several changes in working arrangements took effect and are still in effect.

1. The formal 10 minute rest periods in the first half and second half of each shift have been eliminated.
2. Vending machines, which include new coffee machines, have been installed.

All employees will be allowed sufficient time to get coffee or other beverage during the first half and second half of their respective shifts.

Employees will return to their work area with their beverage.

There are benefits to this arrangement intended for both the employee and the Company. Rates were revised upward to compensate for the change in hours, and the new schedule resulted in a shorter work day with no loss in pay. The Company gained some improvement in scheduling production. This should enable us to have a more efficient operation.

This Letter of Intent will remain in effect until the termination date of our contract.

**LETTER OF INTENT**  
**OVERTIME GUIDELINES**

The intention of this provision is to assure equitable distribution of the accumulations of overtime. "Worked And Declined", or in other words, "Overtime Opportunity".

When overtime work is needed in a classification, and the number of employees required are fewer than the entire number in the classification, the employees on the shift to be worked will be asked first to perform the overtime work, except in cases where overtime equalization is necessary.

It is intended that employees within a classification should not show an imbalance of "opportunity Hours" in excess of thirty (30) hours. It is understood that employees would not be required to work a double shift.

Employees away from work when overtime is being established and or worked, will be charged with the opportunity to work, equal to the employees in the classification who accumulates the highest number of opportunity hours during the period of his absence provided he would have had the opportunity had he been at work.

Employees creating overtime through absence will be charged with overtime hours equal to the employees accumulating the highest number of overtime hours during the absence.

Employees entering a classification through new hire, transfer, bidding, or returning from a non-occupational medical or industrial leave, will be charged with overtime hours equal to the mean of the hours spread of the employees presently in the classification.

An employee working overtime in a classification other than his own will have the hours worked charged against him in his home classification. Employees declining overtime work outside of their classification will be charged "Opportunity Hours".

A person who is temporarily transferred for three (3) weeks or more, and is returned to his former classification, will be placed in the mean of the overtime hours in the home classification.

At the two (2) week vacation shutdown, and the Christmas shutdown, no overtime hours will be recognized in the calculations of Article 29 (b).

On June 30th of each year, any employee who is over the fifteen (15) hours differential will be given the opportunity to equalize their overtime hours when overtime work is required in their classification.

On December 31st of each year, any employee who is over the thirty (30) hour differential will be given the opportunity to equalize their overtime hours when overtime work is required in their classification.

If overtime requirements are necessary on the Friday, the Company will attempt firstly to contact personnel on the shift requiring the overtime worked. The contact

will be made in person or by phone (using the number on record). The call shall be placed and an answer expected at that time. Overtime will be offered by classification within the shift first, offering upward from the lowest opportunity hours. If overtime is offered by a telephone call, the employee will not be charged with the overtime opportunity unless personal contact is made.

If the Company requires overtime work on Saturday and Sunday consecutively, then the employee who works on the Saturday will be given the first opportunity for the Sunday work within the classification. If additional employees are required for the Sunday Overtime work, then the Company will firstly exhaust the employees within the classification before going outside of the classification.

January 15, 1992

Mr. Allan Pimlatt  
President  
IAM Local Lodge No. 1975,  
St. Thomas, Ontario

Dear Mr. Pimlatt:

The Company is committed to providing a work environment for its employees which is safe, healthy and in compliance with any legally required standards such as the Occupational Health and Safety Act.

A Joint Health and Safety Committee has been established to evaluate and recommend resolutions of health and safety matters.

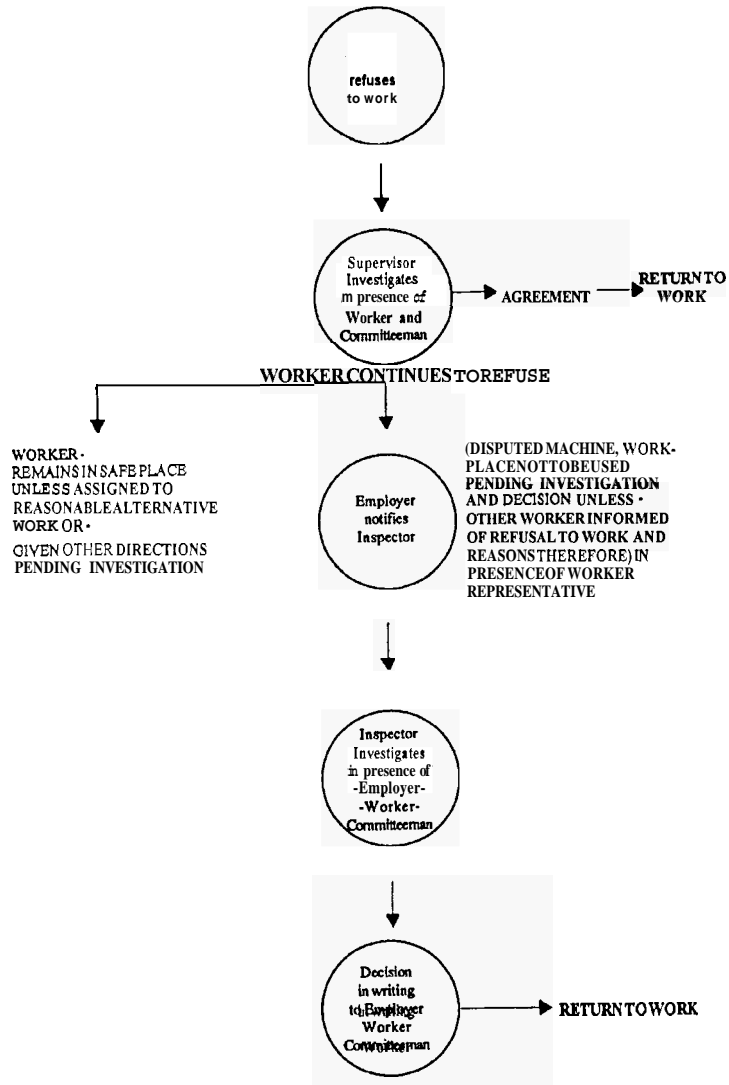
The Company agrees to **work** with the Joint Health and Safety Committee in attempting to reduce noise levels and improve the air and ventilation levels in the plant.

Sincerely,

D.E. Foster  
Manager of Human Resources.



## WORK REFUSAL PROCEDURE



**ICM/KREBSOGE**

## **LETTER OF UNDERSTANDING**

The Company agrees that when a job vacancy occurs which is outside the collective agreement (i.e. salary or salary union) a notice will be posted informing hourly personnel of the vacancy available. All such notices will be posted for a one week period.

**LETTER OF INTENT**  
**OUTSIDE CONTRACTING**

This letter is written to confirm the Company's policy regarding the performance of maintenance or trades work with our own employees and equipment.

It is recognized that at times and for varying reasons, it is not considered practical or advisable for certain work to be **performed** by our own Company. The Company must, therefore, reserve the right to decide how and by whom any work is to be performed and this letter is not to be regarded as affecting that right; however, provided we have the necessary facilities and equipment and can perform the work required with our own work force in a manner that is competitive in terms of cost, quality and within projected time limits, it is our intention and desire to keep such work **within** the Company.

## LETTER OF INTENT

### SUBJECT: BUSINESS TRAVEL

It is understood and agreed by the parties that should an employee be asked to travel for business purposes that one of the following monetary arrangements would **apply**:

(a) Hours will be recognized and compensated for, from the arranged travel schedule prepared by the Company.  
(Extenuating circumstances will be considered.)  
(Example: Flight Delays, etc.)

The schedule will begin from the time you are scheduled to leave **up** to the scheduled time **you** arrive at your workplace and/or your motel.

(b) Should the travel schedule not total the normal hours of work on a regular **scheduled work day** for the employee, **the hours recognized will total the employee's regular day minimum.**

(c) Should the scheduled travel hours plus working hours exceed the normal hours of work, then overtime hours per Article 28 **will** be recognized.

**This** Letter of Intent will remain in effect until the termination date of our contract.

## **LETTER OF INTENT**

### **PRODUCTIVITY IMPROVEMENT COMMITTEE**

The Parties agree that a Productivity Improvement Committee consisting of representatives of the Union and Company will be established to provide a meaningful way to jointly participate in the process of achieving established productivity goals.

The Committee will have access to customer long term contracts, and all relevant pricing information which influences the establishment of productivity objectives.

All recommendations of the Committee are subject to approval by the Union Shop Committee and the relevant Company personnel.

## LETTER OF UNDERSTANDING

RE: Consolidation of Classifications

The Company and the Union agree to the following measures in an effort to increase productivity and efficiency.

The classifications of S.P.C., General Service, Machine Loader Primary, Machine Loader Secondary, and Production Machine Operator will be called Production Operator. The duties of Machine Loader Primary, S.P.C., and General Service in sizing area will be combined. The current incumbents in S.P.C. throughout the Plant will remain in that role. The "Pick-off" duties will be done by the current General Service personnel and additional operators will be given the opportunity to perform the function on a voluntary basis. New operators in the area will be required to perform the function.

With respect to shift rotation in all areas where there exists a frozen shift all incumbents on frozen third shift will remain as frozen third. Additional frozen third shift personnel will be placed by polling the area.

For the purpose of overtime equalization all opportunity hours will be kept separate by area and classification. Areas will be as follows: Mecha Room, Machining Area, Sizing, and Briquette. When additional vacancies occur all jobs will be posted.

These measures will go into effect for a trial period of six (6) months commencing on June 1, 1992. At that time all incumbents in the Sizing area will receive the equivalent of labour grade twelve (12) wages. All others will follow specified contractual and equity increases.

Prior to and during the trial period the Company and the Union agree to meet and discuss all issues that may result from the above measures and determine the course of action should the measures prove unsuccessful.

It is further agreed that where employees experience difficulties with performing duties in their area the Company and the Union will meet and discuss possibilities for Accommodation and/or measures to resolve the issues.

## LETTER OF INTENT

The Company agrees to experiment with voluntary five (5) hour shifts for Saturday overtime. Employees may still be given the opportunity to work 7.5 hours. Employees working 7.5 hours on Saturday will be given the first opportunity to work Sunday. The experiment will commence June 1, 1992 for a period of six (6) months.

## LETTER OF UNDERSTANDING

### RE: PAYMENT OF LUMP SUM INCREASES

1. Each active employee on May 20, 1992 will receive a lump sum of \$850.00. Employees returning from leave after May 20, 1992, but before May 20, 1993, will receive the lump sum reduced by  $1/12$  for each month absent.
2. Each active employee on May 20, 1993 will receive a lump sum of \$850.00. Employees returning from leave after May 20, 1993, but before May 20, 1994, will receive the lump sum reduced by  $1/12$  for each month absent.



## LETTER OF UNDERSTANDING

For the years 1990 and 1991, all layoff days under the work share agreement entered into by the Company and the Union will be counted as days worked for the purposes of pension credited service.

## **SAFETY RULES**

The Management of the plant is doing everything possible to make it a safe plant in which to work. However, no mechanical safety device has yet been found to protect a careless worker. Therefore, a careful worker is the best safety device. **DON'T TAKE CHANCES!!!**

1. 'Good Housekeeping is the first step towards safety. Keep your work area neat and clean.
  - (a) Do not leave material, parts, tools, or other articles in aisles or wherever they may cause a hazard to you or your fellow worker.
  - (b) Do not leave food refuse, wrappings, or rags laying around.
  - (c) Do not bring bottles into the working area of the plant.
2. Safety Glasses must be worn at all time while in the plant. Goggles or Face Shields must be worn when grinding, chipping or welding. Goggles and Shields can be secured from the Tool Crib. The exception to this rule will be travelling in the safe passage aisle, and sitting at authorized break tables.
3. **Compressed** air is dangerous. Do not play with it. When it is necessary to use it, be sure there is no one within your area that might be injured by it. **NEVER TURN IT ON ANYONE.**
4. **Wear** good substantial shoes in good repair. Toeless or high heeled shoes are particularly dangerous. Safety shoes are recommended throughout the plant. Protective footwear is compulsory on designated jobs.
5. **Do** not tamper with safety devices! Report any unsafe condition to your setup man or supervisor, who will see that proper personnel investigate and make the adjustments necessary. Do not operate any machine unless the safety devices are in perfect condition and adjustment.
6. **Do** not remove chips or shavings from your machine with your fingers • use a brush or hook.
7. **Do** not clean, adjust, oil or repair any machine while it is running. Shut it off first.
8. Do not wear rings or other jewellery.
9. **Wear** sensible clothes. Loose sleeves, ties or other loose clothing are a constant hazard.
10. **Do** not run in the plant.
11. **Report** any dangerous condition to your supervisor immediately.
12. **Report** all bumps, bruises, scratches, strains or other injuries, no matter how small, to the First Aid Department at once. Have them treated and save yourself pain and loss of time.
13. **Lift** loads correctly. Keep back straight. Bend **knees** to pick up load, avoid excessive loads. If you are in doubt how to lift correctly, see your supervisor.

14. **Hearing** protection must be worn at all times while working in areas so designated.
15. **Long hair** shall be suitably confined to avoid possible entanglement near any moving machinery or other devices.
16. **Riding** on Power Trucks or Hand Trucks is a dangerous act and will not be permitted on the premises.

## **RULES AND REGULATIONS**

The following list of Rules and Regulations are requirements which are necessary for the protection of the rights of all employees and the Company. Through the mutual understanding and application of these Rules and Regulations cooperation and harmonious relations for the benefit of all can be promoted and maintained.

### **1. Attendance**

Irregular attendance and/or frequent tardiness is costly to you, the operation, and your fellow employees. Continuous tardiness and absenteeism is subject to disciplinary action. When absent, the employee shall notify the Company, preferably before the start of his shift. Do not leave the premises during working hours unless granted permission by your supervisor.

### **2. Bulletin Boards**

The posting of notices, posters, or bulletins without express permission of the Plant Manager (or his designate) is prohibited.

### **3. Cameras**

Special permission is necessary before any cameras are permitted on the premises.

### **4. Clean-up Time**

Up to five (5) minutes are allowed to clean up your machine or work place. Personal cleaning shall be done on the employee's own time. Remain at your place of work until the end shift signal is sounded.

### **5. Clock Card**

Do not ring any Clock Card but your own. Ring "in" not earlier than 29 minutes before your shift starts and "out" not later than 29 minutes after your shift ends. Only authorized overtime will be paid. Employees must ring out at all times when leaving the plant premises.

### **6. Conduct**

All employees are expected to conduct themselves in an orderly, careful, and safe manner, protecting not only themselves and their fellow employees, but also employee and Company property.

**7. Destruction of Property**

Any wilful or malicious destruction of Company property, including the defacing of walls, is strictly prohibited.

**8. Gambling**

Gambling of any kind including placing or taking bets on the Company's premises will not be permitted.

**9. Insubordination**

Employees are expected to follow reasonable instructions and directions of supervision. Refusal to do so will be considered as insubordination.

**10. Intoxication**

Bringing intoxicants on the premises or reporting for work under the influence of alcohol is dangerous and will not be allowed.

**11. Passes**

Removal of Company property from the premises, including scrap, is prohibited unless a pass is obtained from a duly authorized person.

**12. Production**

Report your production accurately and honestly before the end of your shift. If your machine is down for repairs more than six (6) minutes, ring out your production card and notify your supervisor.

**13. Smoking**

- (a) All machines will be designated smoking areas.
- (b) The cafeteria will be smoke-free at all times.
- (c) The existing privilege tables will remain as is. (Smoking at half the tables.)
- (d) Where two operators occupy one machine centre, smoking will be by consensus only.
- (e) All other areas will be smoke-free, including the washrooms, and floor-space in the plant.

**14. Solicitations**

Solicitations on the Company premises may be conducted only with the express permission of the Plant Manager or his designate.

**15. Telephone Calls**

Employees will not be called to the telephone or be permitted to make telephone calls during working hours except in cases of emergency. Pay stations are provided for personal calls on the employee's own time.

**16. Waiting for Work**

Employees waiting for job assignments will not disturb employees in any manner, at shift change time or other times.

Machine Cleaner		12	14.49-14.59
Special Cleaner		12	14.49-14.59
Oiler		11	14.65-14.75
Shipper & Receiver Assistant		9	14.85-14.95
Shipper & Receiver		8	15.04-15.19
Stock Chaser		11	14.65-14.75
Stationery Engineer (4th Class)		7	15.12-15.27
Painter		5	15.45-15.70
Maintenance Mechanic	A	2	18.23-18.43
Maintenance Electrician	A	2	18.23-18.43
Toolmaker	A	2	18.23-18.43
Toolmaker	B	4	15.82-16.02
Tool & Development Equipment Mechanic	A	2	18.23-18.43
Products & Equipment Development Man		2	18.23-18.43
Tool*Tryout Man-Powder Metal		2	18.23-18.43
Tool Insp., Instrument & Gauge Repair		2	18.23-18.43
Electrical-Electronic Maintenance Mechanic		2	18.23-18.43

## ALPHABETICAL INDEX

- A -	Page	-N-	Page
Absence for 3 Days.....	11	New Employees.....	11
Arbitration.....	6	No Lockouts.....	3
- B -		No Strikes.....	3
Bereavement Pay.....	21	Notice Board - Union.....	30
Bulletin Board.....	30	-O-	
-C-		Overtime.....	18-19
Call Back Time.....	19	-P-	
Change of Address.....	11	Pay Day.....	27
<b>Check-off</b> .....	1	Pension Plan.....	30-32
company.....	1	Plant Committees.....	4-5
Cost of Living.....	28	Posted Vacancies.....	13
-D-		Probationary Employees.....	11
Deduction for Dues.....	1	<b>Promotions</b> .....	12-16
Discharge Cases.....	7	Purpose of Agreement.....	1
Discipline.....	7	-R-	
Discrimination.....	3	Recognition.....	1
Dues- Union.....	1	Relationship.....	3
-E-		Reporting for Work Pay.....	19
Effective Date.....	32	Rest Periods.....	34
Employee, Definition.....	1	Rules and Regulations.....	48-50
Employee Leaving		-S-	
Bargaining Unit.....	15	Safety Committee.....	37
-G-		Safety Precautions.....	29-30
Grievance Procedure.....	7	Safety Rules.....	47-48
Group Insurance.....	16-18	Seniority.....	8-10
-H-		Shift Allowance.....	20
Health.....	11	Shift Assignments.....	20-21
Holidays.....	22	Shop Rules.....	29
Hospitalization.....	16-18	Special Clothing.....	29
Hours of Work.....	18	Surgical Benefits.....	16-18
-I-		-T-	
Insurance.....	16	Temporary Transfers.....	16
-J-		-U-	
Jury Duty Pay.....	21	Union Dues.....	1
-L-		Union Membership.....	2
Layoff.....	8-10	-V-	
Leave of Absence.....	11	Vacancy Notice.....	13
Letters of Intent.....	33-47	<b>Vacations</b> .....	22-24
Life Insurance.....	16-18	-W-	
Loss of Seniority.....	10	Work Day.....	18
-M-		Weekly indemnity.....	16-18
Management Rights.....	2	Wage Rates.....	51-54
Maternity Leave.....	11	Work Refusal Procedure.....	38
Membership Dues.....	1		
Medical Benefits.....	16-18		

54