

**COLLECTIVE
AGREEMENT**

SOURCE			
EFF.			
TERM.			
NO. OF EMPLOYEES			
NOMBRE D'EMPLOYÉS			

between

BARRICK AP



AND

**NATIONAL AUTOMOBILE,
AEROSPACE AND AGRICULTURAL
IMPLEMENTWORKERS OF CANADA
(CAW • CANADA)
AND ITS LOCAL 252**

EFFECTIVE: MAY 1, 1989 - APRIL 30, 1991

02001 03

COLLECTIVE AGREEMENT

between

BARRICK AP



AND

NATIONAL AUTOMOBILE,
AEROSPACE AND AGRICULTURAL
IMPLEMENT WORKERS OF CANADA
(CAW - CANADA)
AND ITS LOCAL 252

EFFECTIVE MAY 1, 1989 - APRIL 30, 1991

DEC -7 1991

TABLE OF CONTENTS

Article— Title	Page
1— Agreement	
2— Preamble and Purpose of Agreement	
Sec. 1— Application	1
Sec. 2— Purpose	1
3— Recognition	
Sec. 1— Union Recognition	1
Sec. 2— Company Recognition	2
Sec. 3— Membership and Check-off	2
Sec. 4— Representation	3
4 — Grievance Procedure	
Sec. 1— Discussion	4
Sec. 2— Steps	4
Sec. 3— Time Limit	6
Sec. 4— Grievance Procedure	6
Sec. 5— Grievance Time	7
Sec. 6— Dismissal or Suspension	7
5 — Arbitration	
Sec. 1— Request for Arbitration	7
Sec. 2— Arbitration	7
Sec. 3— Arbitration Expenses	8
Sec. 4— Arbitrator's Function	8
6 — Hours of Work, Overtime and Premium Pay	
Sec. 1— Normal Hours	8
Sec. 2— Overtime and Premium Pay	9
Sec. 3— Reporting and Call-in Pay	10
Sec. 4— Pyramiding of Premium	10
Sec. 5— Overtime Assignment	11
7 — Wages	
Sec. 1— Wage Rates	12
Sec. 2— Temporary Assignments	12
Sec. 3— New Jobs	12

8 — Holidays	
Sec. 1—Holidays	13
Sec. 2—Holiday Observance	13
Sec. 3—Holiday Pay	13
9 — Vacation	
Sec. 1—Vacation Entitlement	14
Sec. 2—Vacation Plan	16
Sec. 3—Method of Payment	16
Sec. 4—Termination Benefit	16
10 — Seniority	
Sec. 1—Departments	17
Sec. 2—Seniority Date	17
Sec. 3—Seniority and Employment Termination	17
Sec. 4—Seniority and Status Information	18
Sec. 5—Probationary Period	18
Sec. 6—Committee Seniority	18
Sec. 7—Seniority Preference	18
Sec. 8—Layoffs	18
Sec. 9—Recalls	19
Sec. 10—Seniority Accumulation	19
11 — Job System	
Sec. 1—Job Posting	19
Sec. 2—Successful Bidder	20
Sec. 3—Temporary Upgrading	21
Sec. 4—Temporary (Definitions)	22
Sec. 5—Downgrading	22
Sec. 6—Skilled Trades	23
12 — General Provisions	
Sec. 1—Bulletin Boards	23
Sec. 2— Health and Safety	24
Sec. 3—Supervisors	24
Sec. 4—Pay Day	24
Sec. 5—Wash-Ups and Rest Periods	24
Sec. 6—Notation Warnings	25
Sec. 7—Insurance	25
Sec. 8—Leave of Absence	25
Sec. 9—Bereavement Leave	26

Sec. 10—Jury Duty	27
Sec. 11—Contract Booklets	27
13 — Continuity of Operations	27
14 — Modification	28
15 — Duration	28
Appendix A	
Wage Rate Schedule	30
Hiring Probationary Period Rate	31
Shift Premium	31
Appendix B	
Benefit Plan	32
Letters of Understanding and Intent	
Exhibit 1—Job Rotation	35
Exhibit 2—Employee Shift Transfers	36
Exhibit 3—Temporary Job Posting	37
Exhibit 4—Probationary Vacation Replacement	39
Exhibit 5—Layoff Training	40
Exhibit 6—Job System	41
Exhibit 7—Education Leave	42
Exhibit 8—Overtime	43
Exhibit 9—Overtime - Letter of Understanding	43
Exhibit 10—Inventory Overtime Assignment	44
Exhibit 11—Transfer of Machine Operators	45
Exhibit 12—Research and Development Technician	46
Exhibit 13—Backup Training	46
Exhibit 14—Technological Change	47
Exhibit 15—Paid Absence Allowance	48
Exhibit 16—Reinstated Grievances	50

ARTICLE 1
AGREEMENT

This Agreement is made and entered into this 13th day of May, 1989 by

BARRICK AP
hereinafter called the Company, of the first part,
—and—

National Automobile, Aerospace and
Agricultural Implement Workers' Union of Canada
(CAW - Canada) and its Local 252
representing the employees of the Company through the
Barrick AP Unit of Local No. 252, hereinafter called the
Union, of the second part.

ARTICLE 2
PREAMBLE AND PURPOSE
OF AGREEMENT

SECTION 1 APPLICATION

(a) This agreement applies to the Rexdale, Ontario, Canada operation of the Company and is limited to the personnel as hereinafter defined as employed by the Company at said location.

(b) Should the Company move any operations from its Rexdale plant covered by this Agreement, after May 1, 1989 to a location within one hundred and fifty (150) kilometres of the plant of Rexdale, Ontario, this Agreement shall be extended to cover such locations.

SECTION 2 PURPOSE

The purpose and intent of this Agreement is to establish fair wages, hours, and working conditions for the employees in the bargaining unit, to secure prompt and equitable disposition of grievances and to provide orderly relations between the Company and the Union.

ARTICLE 3
RECOGNITION

SECTION 1 UNION RECOGNITION

The Company recognizes the Union as the sole and

exclusive bargaining agent for such of its employees as appear in the Order of Certification issued by the Ontario Labour Relations Board on December 8th, 1965, namely: "All employees of Barrick AP at Metropolitan Toronto, save and except foremen, persons above the rank of foremen, and office and sales staff." The term "employee" as used herein, shall mean any person represented by the Union, as defined in this Section.

SECTION 2 COMPANY RECOGNITION

Subject to the terms and conditions of this Agreement, the Company shall retain the customary rights of management which shall include, among others, the right to select, assign and direct the working forces, the right to determine job content, the responsibility to establish job qualifications and the right to adopt and enforce reasonable rules and regulations for efficient operation, provided that the Union rights set forth in this Agreement, including the use of the grievance procedure and arbitration, shall not be abridged, curtailed or modified by this clause. The Company shall also have the right to discipline or discharge employees for just cause subject to the application of the established grievance procedure except that the Company shall have the right to release or discharge, without cause, an employee who has not completed his probationary period. There shall be no discrimination, interference, or restraint by the Company or any of its agents against any employee because of membership or activity on behalf of the Union subject to other provisions of this Agreement.

SECTION 3 MEMBERSHIP AND CHECK-OFF

(a) It is agreed that all present employees of the Company shall remain members of the Union as a condition of continued employment. Any employee hired subsequent to the date of the Agreement shall become a member of the Union within thirty-five (35) days worked in any calendar year. Any employee hired subsequent to the date of this Agreement shall pay union dues after working five (5) full days.

(b) Upon receipt of a signed authorization by an employee covered by this Agreement, the Company agrees

to deduct from such employee's earnings his membership dues, including initiation or reinstatement fee, and monthly dues as a member of the Union. The form of such individual authorization shall be provided by the Union.

(c) The Union will notify the Company from time to time of the amount of initiation fees, and the sum of monthly Union dues.

(d) The Company shall forward to the designated officer of the Union all sums collected, together with a list of those employees from whom initiation fees and/or dues have been deducted, not later than the 15th day of the month following the month in which such deductions were made. Errors made by the Company in deductions and/or remittances of money shall not be considered by the Union as a violation of this provision, provided that such errors are corrected when brought to the Company's attention.

(e) The Union further agrees to save the Company harmless from any legal action growing out of these check-off deductions that may be instituted by an employee involved therein.

SECTION 4 REPRESENTATION

(a) Shop Committee

Members of the Union shall have the right to be represented by a Shop Committee of no more than four (4) members, including a designated Chairman, for the purpose of administering this Agreement, as provided herein. The Union will notify the Company in writing of the names of its designated representatives.

(b) National Representation

A National representative or the President of the affiliated Local Union #252, may be present and participate in any meeting between Management and the Shop Committee.

(c) Stewards

For the purpose of administering grievance procedures as set forth herein, the Company shall recognize one (1) Steward only for the Skilled Trades and Maintenance Department, and a maximum of two (2) Stew-

ards on each operating shift for the Manufacturing and Warehouse Department. A Steward may be a member of the Shop Committee, if so designated by the Union.

(d) Chairman

The Chairman shall be retained on the day shift.

The Company will make available a filing cabinet for use by the Plant Union Chairman.

The Company will provide office space, one desk and two chairs for use by the Plant Union Chairman.

The Chairman shall be given eight (8) hours per regular shift, Monday to Friday, to conduct Union business.

The Plant Chairman shall be paid the highest classified rate in the plant.

The Plant Chairman is to be a member of the Safety Committee.

ARTICLE 4 GRIEVANCE PROCEDURE

SECTION 1 DISCUSSION

Complaints or disputes concerning violations of, non-compliance with, or the application or interpretation of this Agreement, but not including any requested or proposed changes in this Agreement, are hereinafter referred to as a grievance and shall be adjusted and settled in accordance with the following grievance procedure. The foregoing shall not infringe upon the right of the Union to act as the collective bargaining agent as set forth in Article 3, Section 1, of this Agreement.

SECTION 2 STEPS

(a) First Step

1. Any employee having a grievance in connection with his work shall see his immediate foreman and may request representation for the purpose of settling a specific grievance.

2. If requested, the immediate foreman will send promptly for the designated Steward without further discussion of the grievance.

3. Upon arrival of the Steward, the employee will state his grievance to the Steward.

4. Then the Foreman, the Steward, and the employee

will discuss the grievance and shall endeavour to equitably settle it.

(b) Second Step

1. If the grievance is not resolved within two (2) days, it may be reduced in writing on a form provided for that purpose, signed by the Grievor and the Steward, and served to the Foreman.

2. The General Foreman or Superintendent will arrange a meeting to be held within three (3) days from receipt of the written grievance referred to above.

3. This meeting will be attended by the General Foreman or Superintendent, a Committee Member, the Steward, the Foreman, and the aggrieved employee.

4. A written answer will be given to the Committee Member within two (2) days following this meeting.

(c) Third Step

1. If the grievance is not satisfactorily resolved in Step 2, it may be appealed to the Factory Manager or Superintendent as applicable within five (5) days of the receipt of the written answer mentioned in Step 2 (4) above.

2. The Chairman will advise the Factory Manager or Superintendent as applicable in writing of such appeal.

3. The notice of appeal will define the issue involved, giving the Union intentions and purpose as completely as possible. A meeting shall be arranged between Management and the Union within fifteen (15) days after notice of appeal, unless otherwise agreed to between the Company and the Union. Management shall be represented by the Factory Manager, the Superintendent, the Employee Relations Manager, or their nominees. The Union shall be represented by the Shop Committee and National Representation as herein defined, or their nominees.

4. A written answer by the Company will be given at this step within five (5) days after the meeting.

5. A "Policy Grievance" is defined as one which alleges a misinterpretation or violation of a provision of this Agreement and which could not otherwise be resolved at lower steps of the grievance procedure because of the

nature or scope of the subject matter of the grievance. A policy grievance shall be submitted only by the Shop Committee Chairman and shall be dealt with at Step 3 of the grievance procedure.

SECTION 3 TIME LIMIT

(a) Any grievance not taken up with the employee's Foreman within ten (10) days after the occurrence of the incident or complaint became known or should have become known to the employee, cannot be processed through the grievance procedure.

(b) Any case not taken beyond the completion of Step 1, 2 and 3 within the time allowed for appeal shall be considered settled.

(c) All reference made to the number of days of time limit, unless otherwise specified, in the different steps of the grievance procedure shall exclude Saturdays, Sundays and holidays.

(d) The settlement of a written grievance in any of the steps of the grievance procedure shall prevent the grievance from being processed further.

(e) Time limits referred to in Article 4 may be extended by mutual agreement and must be specified in writing.

SECTION 4 GRIEVANCE PROCEDURE

Union representatives may receive, discuss and handle grievances (as provided in this Article) on the premises of the Company during working hours, except where any such activities unreasonably interfere with their work. A Union representative will be permitted to leave his work, after securing permission of his immediate foreman, for the purpose of adjusting grievances in accordance with this Article. Such permission will be granted as soon as possible, but in no event will the permission be delayed beyond two (2) hours from the time the request was made, exclusive of work related emergencies. Should the request be made during the last two (2) hours of the shift and the Supervisor cannot grant permission before the end of the shift, permission will be granted within one (1) hour of the starting time of the Steward's next scheduled shift. Union represen-

tatives will return promptly from a grievance adjustment and report to their Foreman.

SECTION 5 GRIEVANCE TIME

Union representatives or employees who are required either by the Company or the Union to attend grievance meetings as provided in Article 4, shall not suffer any loss of pay for time spent during their regularly scheduled working hours in settling grievances with the Company under this Article.

SECTION 6 DISMISSAL OR SUSPENSION PROCEDURE

(a) When an employee working in the plant is removed from his job because of dismissal or suspension, he shall be entitled to see the Shop Committee Chairman or his designee for a reasonable period of time before leaving the plant as arranged by the Company.

(b) Should a permanently discharged employee wish to dispute the Company's action, such grievance will be filed at Step 3 of the grievance procedure and processed from that point.

ARTICLE 5 ARBITRATION

SECTION 1 REQUEST FOR ARBITRATION

Should the parties fail to reach agreement in the final step of the grievance procedure, either the Union or the Company may then give written notice that the grievance be submitted for settlement to a single arbitrator. Such notice must be given within thirty (30) calendar days after receipt of the written answer from the Company as provided for in item 4, Section 2 (c), Article 4 (Grievance Procedure); otherwise the grievance shall be considered settled.

SECTION 2 ARBITRATION

Within five (5) working days after either party notifies the other of its need to arbitrate, the party requesting arbitration will submit a list of three (3) arbitrators for consideration. Within five (5) working days from receipt of the list of recommended arbitrators, the other party

will either accept one arbitrator from the list or submit a list of three (3) arbitrators to the aggrieved party for consideration. If no single arbitrator can be agreed on from the list within five (5) working days, either party may request the Ontario Minister of Labour to name an arbitrator.

SECTION 3 ARBITRATION EXPENSES

The Company shall pay the Grievor and the Plant Union Chairman, at their regular rate of pay for normal working hours, to attend arbitration.

The Company and the Union shall each bear its own separate cost of arbitration, and the expense of its own representative.

The expense and fees of the single arbitrator shall be borne equally by the Company and the Union.

SECTION 4 ARBITRATOR'S FUNCTION

The decision of the single arbitrator shall be final and binding upon both parties. The single arbitrator shall not have the right or power to add to, take away, amend, modify, change or disregard any of the provisions of this Agreement, and he may consider and decide **only** the particular grievance presented.

The single arbitrator, however, in respect of a grievance involving a penalty, shall be entitled to modify such penalty as in the opinion of the single arbitrator is just.

ARTICLE 6 HOURS OF WORK. OVERTIME AND PREMIUM PAY

SECTION 1 NORMAL HOURS

(a) A work week for payroll purposes shall be a one hundred sixty-eight (168) hours period beginning at 11:00 p.m. Sunday and ending at 11:00 p.m. the following Sunday.

(b) The normal scheduled work week shall consist of five (5) consecutive 8-hour days, beginning as defined in Part (a).

(c) Certain employees, by agreement between the parties hereto, may have a scheduled work week starting on a day other than Monday which shall be considered the

scheduled work week for these employees for the computation of overtime and premium pay.

(d) The work day, for payroll purposes, shall be a twenty-four (24) hour period commencing at 11:00 p.m. and ending at 11:00 p.m. the following day.

(e) The normal shift shall be eight (8) hours with a half hour non-paid lunch period.

7:00 a.m. to 3:30 p.m.

3:45 p.m. to 12:15 a.m.

(e-1) Certain employees may be scheduled for eight (8) hour shifts which will include a twenty (20) minute paid lunch period. The normal shift shall be:

7:00 a.m. to 3:00 p.m.

3:00 p.m. to 11:00 p.m.

11:00 p.m. to 7:00 a.m.

(e-2) Certain employees in the Manufacturing and Skilled Trades may be scheduled for ten (10) hour shifts (Monday through Thursday) with a half hour non-paid lunch period.

3:45 p.m. to 2:15 a.m.

During the life of this Agreement, should it warrant the Company to return to the eight and one-half (8%) hour work day in one or more of the following department(s): 1. Warehouse and Manufacturing Department; and 2. Skilled Trades; the department will revert back to the eight and one-half (8%) hour work day as specified in the Collective Agreement.

(f) Certain employees, by agreement between the parties hereto, may work shifts other than those mentioned in Part (e) which shall be considered the scheduled shift for these employees for the computation of overtime and premium pay.

(g) Changes in the normal hours defined in this Section may be made only after agreement between the Company and the Union.

SECTION 2 OVERTIME AND PREMIUM PAY

(a) The rate of one and one-half (1½) times the regular rate of pay shall be paid in each of the following instances: —

(1) For all work performed in the excess of eight (8)

hours in any work day within a work week.

(2) For all work performed on Saturday for those employees whose normal scheduled work week is defined in Section 1 (b) of this Article.

(3) For any of the designated hours worked on a holiday as hereinafter defined, in addition to the straight time holiday rate.

(4) An employee required to work on his regularly scheduled day or days off shall not be required to lay off during the same work week in lieu thereof, nor shall he be required to lay off to compensate for accumulated overtime during the work week.

(b) The rate of two (2) times the regular rate of pay shall be paid in the following instances:

(1) For all time worked in excess of forty-eight (48) hours within a work week as heretofore defined.

(2) For all time worked on Sunday for those employees whose normal scheduled work week is defined in Section 1 (b) of this Article.

(3) For all time worked on the seventh day for those employees who have a scheduled work week as defined in Section 1 (c) of this Article.

(4) For all time worked in excess of the designated hours of a holiday, as hereinafter defined, in addition to straight time rate.

SECTION 3 REPORTING PAY AND CALL-IN PAY

(a) Reporting Pay

An employee who reports for work on his regular shift and there is no work available, shall be paid a minimum of five (5) hours pay at his regular rate.

(b) Call-in Pay

An employee who is required to and reports for work outside his regular hours shall be paid a minimum of four (4) hours pay at the rate of time and one-half (1½).

SECTION 4 PYRAMIDING OF PREMIUM

Allowance of overtime or premium pay on any hour for which an employee receives overtime or premium compensation eliminates that hour for consideration for overtime or premium compensation on any other basis. **If** time worked falls under two or more overtime and/or

premium pay classifications, the higher rate shall prevail.

SECTION 5 OVERTIME ASSIGNMENT

Daily overtime required in any departmental classification shall first be offered to an operator in that classification regardless whether an upgraded employee performed the job during the normal working hours. However, if no classified employee is available for the daily overtime, then the senior non-classified operator who has the ability to do the work without training will be offered the overtime.

Any overtime worked in an upgrade classification will be charged against the employee's normal classification for purposes of overtime equalization. Scheduled overtime will be worked in the normal classification.

Overtime work will be given only to those employees who have the ability to do the work and are available in the Department when the assignments are made.

It is recognized that situations will arise which necessitate overtime work in order to maintain essential services vital to the well being of the Company. For that reason, the Company and the Union agree that employees, upon being notified four (4) or more hours prior to the start of overtime work, may be required to work the scheduled overtime hours.

However, the Company recognizes that classified employees may not be available to work the scheduled overtime. The Union and Company, therefore, agree that classified employees from the opposite shift will be offered the scheduled overtime. If there is still not enough classified employees to perform the scheduled overtime, the senior non-classified employee working on that shift, who has the ability to perform the job without training, will be offered the overtime. If no non-classified employee working on that shift is available, who has the ability to perform the job without training, then the junior employee working in that classification may be required to work the scheduled overtime on that shift.

ARTICLE 7
WAGES

SECTION 1 WAGE RATES

The wage rates which shall be effective during the term of this Agreement are set forth in Appendix A, attached, and made a part hereof. Those rates set forth in Appendix A shall be made effective as of the dates so indicated.

SECTION 2 TEMPORARY ASSIGNMENTS

Employees shall receive the rate of pay for a job classification only while working in such job classification. When an employee is transferred out of line of seniority, from his regular job classification to another job while his regular job is working, such employee will be paid the rate applicable to the job to which transferred, or at his regular job classification rate whichever is higher. Pay will be based on a minimum of two (2) hour periods.

SECTION 3 NEW JOBS

When a new job is created or where an old job has its basic work content so materially changed as to be in actuality a new job (hereinafter referred to as a new job), the Company shall establish a job title and rate of pay which will be designated as temporary. The new job rate will be considered temporary for a period of thirty (30) calendar days following the date of notification to the Union. During this period, but not thereafter, the Union may request the Company to negotiate the job rate, and the Company will arrange to hold a meeting within thirty (30) calendar days of receipt of the request.

The negotiated job rate, if higher than the temporary job rate, shall be applied retroactively to the date of establishment of the temporary rate. If no request has been made by the Union to negotiate the job rate within a thirty (30) calendar day period, the temporary job rate shall become a part of the wage structure.

If the parties are unable to agree on a job rate for a new job, the disputed rate will be treated as a grievance

and shall be filed at Step 3 of the grievance procedure and processed at that point as a regular grievance.

ARTICLE 8 HOLIDAYS

SECTION 1 HOLIDAYS

HOLIDAYS	HOURS	HOLIDAYS	HOURS
New Year's Day	8	Thanksgiving	8
Good Friday	8	Remembrance Day	8
Easter Monday	8	Pre-Christmas	8
Victoria Day	8	Christmas Day	8
Dominion Day	8	Boxing Day	8
Civic Holiday	8	Christmas Floater	8
Labour Day	8	Christmas Floater	8
		New Year's Eve	8

(a) Christmas Holiday Shutdown Observance

	1989	1990
Pre-Christmas	Dec. 25	Dec. 24
Christmas	Dec. 26	Dec. 25
Boxing Day	Dec. 27	Dec. 26
Christmas Floater	Dec. 28	Dec. 27
Christmas Floater	Dec. 29	Dec. 28
New Year's Eve	Jan. 1, 1990	Dec. 31
New Year's Day	Jan. 2, 1990	Jan. 1, 1991

(b) During the Christmas shutdown, for employees who do not meet the qualifications under Section 3(b) of this Article, the disqualification of holiday pay will be limited to one (1) holiday.

SECTION 2 HOLIDAY OBSERVANCE

Should a holiday fall on Saturday or Sunday, the following Monday shall be considered the holiday. The straight time hours so paid, will be considered as hours worked within the work week in which the holiday occurs in the computation of overtime for such work week.

SECTION 3 HOLIDAY PAY

The Company will pay employees for the above holidays at their straight time rate, for the hours as designated.

To be eligible to receive holiday pay, the following conditions must be met:-

(a) Must have completed the probationary period previous to the day on which the holiday occurs.

(b) Must have worked the full scheduled shift on the working day immediately preceding the day observed as the holiday and the full scheduled shift on the working day immediately following the day observed as the holiday. Excepted:

1) Legitimate lateness.

2) Employee is on vacation.

3) Employee is serving jury duty.

4) Lateness not in excess of four (4) hours.

(c) Is not absent in excess of thirty (30) days due to occupational or non-occupational illness or injury.

(d) Is laid off less than ten (10) working days.

(e) Is absent not in excess of bereavement leave, as defined thereafter.

An employee who is scheduled to work on a holiday and fails to report shall receive no pay for the holiday unless he can give just cause for being absent. Holidays will be considered to run for a consecutive twenty-four (24) hour period, beginning at 7:00 a.m. and ending at 7:00 a.m. the following day. However, if an employee is required to report for work starting prior to 7:00 a.m., the holiday shall commence at the hour the employee began.

ARTICLE 9 VACATION

SECTION 1 VACATION ENTITLEMENT

All employees who qualify as hereinafter set forth and in addition are on the seniority list as of June 1st (first) of the calendar year in which the vacation falls, shall be granted vacation pay as follows:

The vacation plan will be as follows: For each week of vacation leave an employee shall receive forty (40) hours pay at his classified rate, at the time the vacation is taken, or 2% per week of vacation entitlement based on the previous vacation year's earnings, whichever is the greater; except with respect to employees who have

worked less than three hundred (300) hours in the twelve (12) month period preceding May 31st, they shall receive a pro rata payment of 4%, 6%, 8%, 10%, 12%, as applicable to total earnings for the twelve (12) month period preceding May 31st. Employees who have worked less than three hundred (300) hours may elect to remain at work and receive the applicable percentage payment without taking any time off. Payment is **to** be made when requested by the employee during the vacation period.

(a) Employees who have less than one (1) year of seniority as **of** and including May 31st shall receive four percent (4%) of their total earnings for the period following their date of hire through May 31st.

(b) Employees who have one (1) or more years, but less than five (5) years of seniority as **of** and including May 31st, shall receive two (2) weeks regular pay, and shall be entitled to two (2) weeks vacation time **off**. Employees shall receive a vacation pay of not less than four percent (4%) of their total earnings.

(c) Employees who have five (5) or more years, but less than ten (10) years of seniority as **of** and including May 31st, shall be entitled to three (3) weeks vacation time off. Employees shall receive a vacation pay of not less than six percent (6%) of their total earnings.

(d) Employees who have ten (10) or more years, but less than eighteen (18) years seniority as **of** and including May 31st, shall be entitled to four (4) weeks vacation time off. Employees shall receive a vacation pay of not less than eight percent (8%) **of** their total earnings.

(e) Employees who have eighteen (18) or more years but less than twenty-three (23) years of seniority as **of** and including May 31st, shall be entitled to five (5) weeks vacation time off. Employees shall receive a vacation pay of not less than ten percent (10%) **of** their total earnings.

(f) Employees who have twenty-three (23) or more years of seniority as **of** May 31st, shall be entitled to six (6) weeks vacation time off. Employees shall receive a vacation pay of not less than twelve percent (12%) **of** their total earnings.

(g) Employees entitled to vacation time off as provided herein are required to take such vacation time off.

SECTION 2 VACATION PLAN

Vacations shall be scheduled and taken in the vacation year, between June 1 and April 30, and under no circumstances may an employee's vacation or vacation pay be postponed to another vacation year and thereby made accumulative.

Vacations will, so far as possible, be granted at times most desired by the employees in accordance with seniority, but the final right to allotment of vacation periods is reserved to the Company so as to insure the orderly operation of the business.

The Company will notify the Union by March 1st preceding the vacation period (June 1-April 30) whether or not any department will shut down for vacation. The Company will endeavour to, but not guarantee to, determine prior to March 1st whether or not any department will shut down for vacation and notify the Union. Should a department be shut down for vacation, employees not eligible for a vacation will be transferred to another department, if work is available, or if work is not available will be laid off.

SECTION 3 METHOD OF PAYMENT

All employees entitled to vacation time off under Article 9, shall be paid their vacation pay upon starting their vacation, but only in an amount which covers the vacation period being taken at that time.

SECTION 4 TERMINATION BENEFIT

Notwithstanding the above, any employee who terminates shall receive his regular vacation pay if not previously received, plus any vacation pay earned in the year of termination computed from June 1st (first) of the current vacation year to the date of termination, both dates being inclusive and based on the same percentage as his regular vacation pay. Any vacation pay due will be paid at the time he receives his final pay.

ARTICLE 10 SENIORITY

SECTION 1 DEPARTMENTS

For the purpose of seniority application, the Company will recognize two (2) departments: (1) Manufacturing and Warehouse (Plant) and (2) Skilled Trades (Tool, Die and Maintenance).

SECTION 2 SENIORITY DATE

Seniority shall be from the employee's original date of hire, broken only by voluntary quit or rightful discharge. Seniority shall be computed from date of hire and new hired employees will be required to ring in intermittently and will be given a seniority number. Seniority shall be departmental, except as otherwise noted in this Article.

SECTION 3 SENIORITY AND EMPLOYMENT TERMINATION

An employee's accumulated seniority and employment shall be terminated for any one of the following reasons:

- (a) Quits for any reason.
- (b) Dismissed or discharged for just cause.
- (c) Is absent three (3) consecutive work days without notice to the Company, or does not report for work after informing the Company of his intention to do so, unless he furnishes reasons satisfactory to the Company, for such failures.
- (d) Overstays an approved leave of absence, without furnishing reasons satisfactory to the Company.
- (e) Fails to report for work within five (5) calendar days after receiving a registered letter of recall to work from the Company as provided in Article 10, Section 9.
- (f) Working elsewhere while on leave of absence, unless agreed to by the parties.
- (g) Has been laid off for a period of time equal to his length of service, without being recalled to work.
- (h) Has been off due to sickness or accident under doctor's care or on compensation for a period of time equal to his length of service, without returning to full-time work.

SECTION 4. SENIORITY AND STATUS INFORMATION

A seniority list showing the seniority of each employee in the bargaining unit will be furnished to the Union quarterly, and changes submitted monthly.

SECTION 5 PROBATIONARY PERIOD

The Company shall have the right and be free to release or discharge an employee on probation within the limitations of this section. After a new employee has worked thirty-five (35) days in any calendar year, his name shall be placed on the seniority list.

SECTION 6 COMMITTEE SENIORITY

The employee members of the Shop Committee shall head the seniority list during their term of office for layoff and recall purposes only.

SECTION 7 SENIORITY PREFERENCE

The Company and the Union agree that the use of seniority for a selection of jobs within a job classification on a seniority basis will not be permitted.

The Company shall choose employees for the purpose of taking inventory, based on ability to inventory regardless of their seniority status.

SECTION 8 LAYOFFS

(a) In the event of a reduction of work resulting in a layoff to employees, probationary employees shall be laid off first. Thereafter, when an employee in any department is laid off three (3) working days or less in any calendar year, he shall not be allowed to transfer regardless of the factors causing the layoff. If it is known that layoff is to be for a period of more than three (3) working days in any calendar year, plant-wide seniority will be applicable immediately, except during a defined inventory period. The employee may, on the second work day after he gives written notice of his intention to bump, exercise his right of seniority by displacing the least senior employee whose work he is capable of performing on a plant-wide seniority list. The Company will notify the Union on the third day in advance of anticipated layoffs, but such advance notice is not required

for such items as covered in 8(b).

(b) Emergencies, Breakdowns, Utility Failures, Acts of God. In the case of equipment breakdowns, utility failures, acts of God, or other similar emergencies, the Company will retain the right to lay off, for not more than three (3) consecutive working days, all employees affected regardless of their seniority status and within the following designated areas:

Manufacturing and Warehouse Department
Skilled Trades and Maintenance Department

SECTION 9 RECALLS

Before any new employees are hired, employees with seniority will be recalled to jobs which they can perform in accordance with their seniority status. Skilled trades will be recalled by classification. When an employee is laid off for any reason, such employee shall receive notice by registered mail or telegram to return to work, and will have five (5) working days to return to work before being removed from the seniority list, unless unable to report for reasons beyond his control. Employee's last address on the Company's records is to be used for notification as outlined in this Section. It shall be the individual employee's responsibility to keep the Company informed as to his proper address and telephone number.

SECTION 10 SENIORITY ACCUMULATION

(a) An employee shall accumulate seniority while laid off, sick, injured, or while on an approved leave of absence, except as otherwise agreed between the parties.

(b) In order to maintain an adequate supervisory staff during a vacation period or in case of emergency, it is agreed that the Company may promote any employee to a supervisory capacity for a period not exceeding three (3) weeks in any calendar year, without loss of seniority or classification status to the employee.

ARTICLE 11 JOB SYSTEM

SECTION 1 JOB POSTING

When new job classifications are created or job vacan-

cies occur in the bargaining unit and the Company desires to fill such jobs, the senior employee shall be given preference for promotion or transfer to jobs consistent with the ability to perform the services required. When the senior employee bidding on the job vacancy does not have the ability to perform the services required, he shall be given a fifteen (15) day training test on the job to assess his ability for the promotion or transfer. Upon completion of the test, the Company will inform the employee of the results.

When the Company desires to fill a job vacancy, such fact will be posted on the bulletin board three (3) working days. Employees on the active payroll making written application during this three (3) day period will be considered in accordance with this paragraph. The Company shall endeavour to notify absent employees, having status senior to the senior bidder, of the impending job vacancy.

When requested the Company will forward to the Union a copy of the Job Posting and the name of the successful bidder.

SECTION 2 SUCCESSFUL BIDDER

A bid award must be accepted by a successful bidder and such employee will not be permitted to bid on another job vacancy for a period of four (4) months.

Should an employee who is successful in bidding fail to make good on the job within twenty (20) calendar days, he shall be returned to his previous job classification, and shall not be eligible to bid on other openings for a period of four (4) months from the date he was accepted for the job. The Company in such case shall post the job so vacated. Should the job become redundant, the employee will be eligible to bid.

Should an employee elect to leave a classified job after four (4) months or more, he will not be allowed to bid into the same job classification for sixty (60) calendar days from the date he left the job classification.

Should an employee who is successful in bidding elect to leave the new job within five (5) workdays, he shall be returned to his previous job classification and shall relinquish bidding rights for forty-five (45) calendar

days. The Company shall then have the right to fill the vacated job by selecting the next qualified bidder from the original job bid.

SECTION 3 TEMPORARY UPGRADING

In the event a temporary vacancy occurs in a job classification and the Company desires to fill such vacancy, the job will be filled in the following manner:

(a) Warehousing.

Should a vacancy occur in job classifications, such vacancies will be filled by assigning the senior qualified employee working in the Utility classification to the job. The upgraded employee will remain as the replacement until the regular classified employee returns and/or the temporary assignment has been completed. Should the upgraded employee be absent, the senior qualified Utility man present will be assigned and he will remain as the replacement until the regular classified employee returns.

Should a senior employee be by-passed for the temporary upgrade, he must inform his Foreman as soon as possible.

Should there be more than one (1) temporary upgrade in any one classification within the same department, downgrading the temporary upgraded position will be governed by seniority and the proven ability of the remaining upgraded employees to do all the normal functions of the job to the Company's satisfaction. Upgraded employees not having the proven ability to do all the normal functions on the upgraded job, will be downgraded first, regardless of seniority.

(b) Manufacturing Department.

Should a vacancy occur in job classifications, such vacancies will be filled by assigning the senior qualified employee, working the Machine Operator classification in the department, to the job. The upgraded employee will remain as the replacement until the regular classified employee returns and/or the temporary assignment has been completed. Should the upgraded employee be absent, the senior qualified Machine Operator present will be assigned and he will remain as the re-

placement until the regular classified employee returns.

Should a senior employee be bypassed for the temporary upgrade, he must inform his Foreman as soon as possible.

Should there be more than one (1) temporary upgrade in any classification within the same department, downgrading from the temporary upgraded position will be governed by seniority and the proven ability of the remaining upgraded employees to do all the normal functions of the job to the Company's satisfaction. Upgraded employees not having the proven ability to do all the normal functions on the upgraded job, will be downgraded first, regardless of seniority.

SECTION 4 TEMPORARY (DEFINITIONS)

"Temporary" is defined as:

(a) A job which is vacant because the employee normally performing the job is temporarily absent due to reasons as provided for in this Agreement.

(b) A job vacancy which is anticipated to operate for a limited period. However, in no event shall the Company assign a temporarily upgraded employee to such vacancy for a period in excess of sixty (60) calendar days, without processing such job through the bidding procedures as provided herein.

(c) A new job classification while it is being established. However, the job must be posted and filled by the job posting procedure within sixty (60) calendar days.

SECTION 5 DOWNGRADING

In the event of a decrease in the workforce within a job classification, downgrading will occur in the following manner:

(a) Warehousing:

Should a reduction in the work force occur in any of the job classifications, those employees temporarily assigned to the classification in line of seniority and then those employees with the least seniority working within the classification in line of seniority, will be downgraded to the Utility classification.

(b) Manufacturing Department:

Should a reduction in the work force occur in any of the job classifications, those employees temporarily assigned to the classification in line of seniority and then those employees with the least seniority working within the classification in line of seniority in the Department, will be downgraded to the Machine Operator classification.

SECTION 6 SKILLED TRADES

(a) The job functions in the Skilled Trades Department will consist of the following classifications:

- (1) General Maintenance and Machine Mechanical
- (2) Electrical General Maintenance
- (3) Toolmaker
- (4) Research & Development Technician

(b) A tradesman is expected to perform the various duties generally accepted as part of his classification and to function, when needed and assigned, in an integrated manner between other trade classifications, and is expected to perform various duties within the other skilled trades classification, although it is not expected that a tradesman be fully conversant with all aspects of the various duties.

(c) The shift transfer opportunity of Skilled Tradesmen from one shift to another within the Skilled Trades Department will be based solely on the need or skill and classification by seniority as determined by the Company.

(d) Layoffs and recalls within the Skilled Trades Department will be based solely on the need or skill and classification by seniority as determined by the Company.

**ARTICLE 12
GENERAL PROVISIONS**

SECTION 1 BULLETIN BOARDS

The Company agrees to provide three (3) bulletin boards for the exclusive use of the Union in posting notices of Union activities which have received the prior approval of the Company.

SECTION 2 HEALTH AND SAFETY

(a) The Company shall continue to make reasonable provisions for the safety and health of the employees during the hours of their employment. As determined by the Company, protective devices and other equipment necessary to properly protect employees from injury shall be provided. All employees shall be required to conform to all reasonable rules and regulations that pertain to health and safety.

(b) Any employee absent for one (1) month or more for any reason shall take a physical examination at the Company's request and expense prior to returning to work.

SECTION 3 SUPERVISORS

No supervisor or other salaried employee shall be permitted to perform the work of a bargaining unit employee, except for the purpose of instruction, experimental work or in the case of emergency when a qualified hourly paid employee is not available in the plant to do the work.

SECTION 4 PAY DAY

Employees will be paid weekly and the normal pay day shall be Thursday of each week for work performed during the previous week. Employees who are working shall receive their cheques during their regular working hours and employees not working may receive their cheques at the Pay Office during office hours.

SECTION 5 WASHUP AND REST PERIODS

(a) Employees having a work day as provided in Article 6, Section 1 (e) shall have a five (5) minute wash period before lunch time and quitting time, but shall not leave their appointed working areas until the five (5) minute bell has sounded. Employees shall have a ten (10) minute rest period during the first part of the working shift and during the last part of the working shift.

(b) Employees having a work day as provided in Article 6, Section 1 (e-1) shall have a ten (10) minute rest period during the first part of the working shift and during the last part of the working shift.

SECTION 6 NOTATION WARNING

Notations reporting written warnings, exclusive of violations of no strike provisions of this Agreement, which are not repeated within the period of one (1) year will be removed from an employee's record.

SECTION 7 INSURANCE

The Company agrees to furnish each employee group insurance as prescribed in Appendix B annexed hereto and made part thereof.

SECTION 8 LEAVE OF ABSENCE

(a) The Company will provide a leave of absence up to a maximum of four (4) weeks to a limited number of employees, determined by the Company, with three (3) or more years of service for the purpose of extending vacation time. It is understood that leaves can only be granted when it will not interfere with the operation or disrupt production.

It is further understood that said leaves will not be renewed during the subsequent two (2) year period. Leave of absence will only be considered when submitted in writing by April 15th in each calendar year on forms supplied by the Company.

(b) For other leave of absences not covered under Section 8 (a), the Company will grant this other leave of absence to a limited number of employees, as determined by the Company, for compassion and other reasons as defined and interpreted by the Company; with such reasons being satisfactory to the Company and provided the orderly operation of the Company is ensured. Such leave of absence will only be considered when submitted in writing ten (10) working days in advance of the requested period of leave of absence, on a form supplied by the Company. Employees who either falsify, misrepresent, or abuse a request for leave of absence or the leave of absence itself, regardless of any reason whatever it may be, and who fail to provide reason and proof satisfactory to the Company for their delay in returning as specified on the Leave of Absence form, shall be subject to immediate discharge without recourse, and the single arbitrator shall not have the

right to modify such penalty. It is further understood that said leaves will not be renewed during the subsequent two (2) year period.

(c) An employee in the bargaining unit who has been elected or appointed by the Union to attend Union conferences, conventions or meetings of the Union Executive Board, shall be granted a leave of absence to attend such functions provided at least five (5) working days prior notice is given to the Company, except in the case of emergency meetings when less notice shall be required. An employee elected to a Union office shall be granted leave of absence for one year upon giving reasonable notice.

SECTION 9 BEREAVEMENT LEAVE

(a) In the event of the death of a member of the immediate family (wife, husband, son, daughter) of any employee who has served his probationary period, the employee shall, upon request, be allowed necessary time off from work for the purpose of making arrangements and/or attending the funeral, and shall be paid for four (4) days for such time lost from the normal work hours at his current classification rate, exclusive of overtime premium. Saturday and Sunday or the sixth and seventh work day for the employee, as defined in Article 6, Section 1 (c), and holidays are not considered as part of the four (4) bereavement leave days.

(b) In the event of the death of a member of the immediate family (mother, father, stepmother, stepfather, brother, sister, mother-in-law, father-in-law, grandchild, and in the case of stepchildren living at the employees's home or who are fully dependent on the employee for support) of any employee who has served his probationary period, the employee shall, upon request, be allowed necessary time off from work for the purpose of making arrangements and/or attending the funeral, and shall be paid for three (3) days for such time lost from the normal work hours at his current classification rate, exclusive of overtime premium. Saturday and Sunday or the sixth and seventh work day for the employee, as defined in Article 6, Section 1(c), and holi-

days are not considered as part of the three (3) bereavement leave days.

(c) In the event of the the death of a grandmother or grandfather of any employee who has served his probationary period, the employee shall, upon request, be allowed the necessary time off from work for the purpose of making arrangements and/or attending the funeral, and shall be paid for two (2) days for such time lost from the normal work hours at his current classification rate, exclusive of overtime premium. Saturday and Sunday or the sixth and seventh work day for the employee, as defined in Article 6, Section 1(c), and holidays are not considered as part of the two (2) bereavement leave days.

(d) Vacation, Workers' Compensation Plan Benefits, Sickness and Accident Plan Benefits, Jury Duty Leave or Leave of Absence for any reason other than bereavement and other similar matters are exclusive, and there shall be no addition to time or payment made.

SECTION 10 JURY DUTY

The Company shall pay each employee called for jury service the difference between the jury pay received and his regular rate of pay for eight (8) hours for each day served. The employee will provide the Company with the proper authorization documentation of jury duty payment.

SECTION 11 CONTRACT BOOKLETS

The Company will provide a copy of the current Collective Agreement to all active employees who have attained seniority.

ARTICLE 13 CONTINUITY OF OPERATIONS

During the life of this Agreement, there shall be no strikes of any kind or any boycott, picketing, work stoppage, slowdown, or any other type of organized interference, coercive or otherwise, with the Company's business. During the life of this Agreement the Company shall not lock out the employees because of a labour dispute with the Union.



ARTICLE 14 MODIFICATION

The provisions of this Agreement shall be conclusive as to all bargaining matters relating to wages, hours of work, and working conditions, except that rates of pay for new classifications will be established as provided in Article 7. Therefore, the Company and the Union, for the lifetime of this Agreement, each agree that the other shall not be obligated to bargain collectively with respect to any such matter referred to or governed by this Agreement, unless the Company and the Union agree to alter, amend, supplement, enlarge, or modify any of its provisions. In the event any of the conditions of this Agreement shall be, or become, invalid or unenforceable by reason of any Dominion or Provincial law now existing or hereinafter enacted, or by reason of any Court decision, such invalidity or unenforceability shall not affect the remainder of the provisions herein.

ARTICLE 15 DURATION

This Agreement shall become effective on the 16th day of May 1989 and remain in full force and effective until 11:59 p.m. of the 30th day of April 1991, and shall renew itself from year to year thereafter unless written notice to terminate or amend this Agreement is given by either party not more than ninety (90) but not less than thirty (30) days prior to the expiration date of any annual renewal thereof.

IN WITNESS THEREOF, this 1st day of July, 1989, the parties hereto affix their signature.

BARRICK AP

R. J. Bennett, General Manager
M. E. Lawrie, Vice President,
Manufacturing Manager

NATIONAL AUTOMOBILE, AEROSPACE AND
AGRICULTURAL IMPLEMENT WORKERS' UNION
OF CANADA (CAW - CANADA)
AND ITS LOCAL 252

H. Kyle, National Representative
P. Emanoilidis, Plant Chairman
P. Gallo, Committee Member
G. Reader, Committee Member
R. Bradley, Committee Member

APPENDIX A
WAGE RATE SCHEDULE

	May 1, 1989	Oct. 1, 1989	May 1, 1990	Oct. 1, 1990
WAREHOUSING:				
Utility.....	14.81	15.06	15.46	15.71
Order Clerk.....	15.06	15.31	15.71	15.96
MANUFACTURING DEPARTMENT :				
Machine Operator.....	14.81	15.06	15.46	15.71
Muffler Wrapper.....	15.16	15.41	15.81	16.06
Repair & Relief Man.....	15.16	15.41	15.81	16.06
Inspection.....	15.16	15.41	15.81	16.06
Tube Machine Operator.....	15.16	15.41	15.81	16.06
Stolp Operator.....	15.16	15.41	15.81	16.06
Perforator.....	15.16	15.41	15.81	16.06
Stock Control.....	15.16	15.41	15.81	16.06
Bender Operator.....	15.17	15.42	15.82	16.07
Cut-to-Length Shear.....	15.21	15.46	15.86	16.11
Production Welder.....	15.22	15.47	15.87	16.12
Set-Up Man.....	15.41	15.66	16.06	16.31

SKILLED TRADES :

Building Maintenance and Oiling Services....	15.16	15.41	15.81	16.06
Skilled Tradesman	17.22	17.47	17.97	18.22
Research & Development Technician	15.16	15.41	15.81	16.06

HIRING PROBATIONARY PERIOD RATE:

The hiring rate which will apply during the probationary period shall be \$0.20 below the job rates outlined in this Schedule.

SHIFT PREMIUMS:

Effective August 8/89, all Manufacturing, Warehouse, and Skilled Trades employees who are required to work on the afternoon shift as defined shall receive sixty cents (\$0.60) per hour in addition to their regular earnings for all hours worked on the afternoon shift.

APPENDIX B BENEFIT PLAN

Each employee shall be enrolled in the Company's various group insurance benefit plans when employed, and his insurance will become effective the month following the completion of the probationary period, provided he is working at that time. If he is not then at work, his insurance will become effective upon his return to work.

The Company will pay the entire cost of premiums of the benefits for employees and dependents as described below. However, any reduction in the cost of the premiums, refunds, credits or any monies will be returned to the Company, regardless of any reason whatever it may be.

For employees who are off with occupational or non-occupational sickness or injury, the Company will pay benefits for a maximum of one hundred and four (104) weeks (2 years).

1. LIFE INSURANCE

Effective June 1st, 1989..... \$25,000

2. ACCIDENTAL DEATH & DISMEMBERMENT

Effective June 1st, 1989..... \$25,000

3. WEEKLY SICKNESS & ACCIDENT..... 1-1-4-52

(a) The Weekly Indemnity Benefit for regular employees is the equivalent of the Unemployment Insurance Commission maximum weekly disability benefit. Coverage will be payable provided you have been seen by a doctor from the first (1st) day of absence due to a non-occupational accident or hospital confinement; and the fourth (4th) day due to sickness for a maximum period of fifty-two (52) weeks.

(b) Any employee remaining on sickness and accident benefits beyond the period of fifty-two (52) weeks, as specified in 3 (a) above, will have his payments reduced to one hundred and thirty-five dollars (\$135.00) per week for a further maximum period of fifty-two (52) weeks.

(c) The Union and employees agree that the Company is entitled to the full employee/employer (12/12ths) Unemployment Insurance Commission Premium Reduction Benefit; such benefit to be used to maintain the

U.I.C. maximum monthly payment equivalency.

4. MEDICAL BENEFITS

(a) Ontario Health Insurance Plan (O.H.I.P.)

Blue plan protection for employees and dependents as specified in the plan.

(b) Major Medical Insurance Plan

Additional coverage beyond O.H.I.P. protection referred to in 4(a) above. A thirty-five cents (\$0.35) deductible drug plan card will take effect.

(c) Dental Plan

Basic type (Green Shield type Plus IV) \$600 lifetime maximum per dependent child, 50% coinsurance.

(i) Current O.D.A. schedule.

Effective June 1, 1989 basic type (Green Shield type plus V) crowns and bridges lifetime maximum \$2,000, 50% coinsurance.

Effective June 1, 1989 recall examinations will be covered once every nine (9) months.

(d) Vision Care Plan

Effective June 1, 1989, coverage for RX glasses and lens benefit level \$155 maximum for each twenty-four (24) month period.

5. HOSPITALIZATION (Ontario)

(a) Compulsory coverage as required by the Ontario Hospital Insurance Commission.

(b) Semi-private hospitalization coverage effective June 1, 1976.

(c) Private hospitalization coverage is provided through the Major Medical Insurance Plan.

6. PENSION PLAN

(a) Effective May 1, 1989 an increase of \$1.00 per month per credited years of service to present retirees from ten dollars (\$10.00) to eleven dollars (\$11.00) per month per credited years of service for present retirees.

(b) A past and future benefit level of \$14.00 per month per credited years of service.

Effective May 1, 1990 an increase in the past and future benefit from fourteen dollars (\$14.00) to seventeen dollars (\$17.00) per month per credited years of service.

(c) A 30 years service to age 60 and out provision.

7. BOOKLETS

The above outlines the principal features included in the insurance program, but it is not to be considered the contract of insurance. The Company will provide benefit booklets as normally supplied by insurance companies. The complete terms and conditions of these protections are set forth in the policies, certificates and/or plan of each of the insuring companies.

8. SAFETY SHOE PROGRAM

Effective June 1, 1989, the Company's contribution will be \$75.00 towards one pair of approved safety shoes per employee per year.

9. SAFETY GLASS PROGRAM

Present employees — Company contribution is 100% on initial pair of regular and RX safety glasses.

Safety Glasses: Replacement of RX lens once every year, if deemed necessary. Glasses to be supplied by Company optometrist only. For complete details refer to the program literature.

10. SPOT AND MULTI-SPOT PROTECTION

Company to contribute 100% of the cost on a maximum of five (5) aprons per year. In order for an employee to get a replacement apron, he must turn in the apron he intends to replace.

11. TOOL ALLOWANCE

(a) The Company agrees to make available through Central Stores one (1) set of metric tools selected by the Company should they become required. The set will include metric tools which are not normally provided by the skilled tradesman.

(b) The Company will provide protection against loss by fire only for recognized tools of skilled trades employees. The protection shall only cover those tools proven to be on the Company's premises at the time of the loss by fire and substantiated by an updated list which **the employee** must **submit to** his supervisor each **and** every time he brings his tools on the Company's premises. Reimbursement for such loss will be on the basis of replacement cost.

(c) The Company will provide an annual tool allow-

ance of fifty dollars (\$50.00) commencing June 1, 1989 for each skilled trades employee, providing such tools are required in the performance of their duties.

12. COVERALLS, SHOP COATS AND
MIG WELDER JACKETS

(a) The Company will supply and maintain welding jackets for the Mig welders for the term of the Collective Agreement.

(b) The Company shall purchase and give to all members of the Skilled Trades Department two (2) pairs of coveralls or shop coats (or a combination of one (1) shop coat and one (1) coverall) for their use, and they shall be responsible for maintaining them, during the term of this Collective Agreement.

(c) The Company shall purchase and give to all classified setup employees in the Manufacturing Department, two (2) pairs of coveralls or shop coats (or a combination of one (1) shop coat and one (1) coverall) for their use, and they shall be responsible for maintaining them during the term of this Collective Agreement.

EXHIBIT I

MEMORANDUM OF AGREEMENT

Mr. Hugh Kyle
National Representative
C.A.W.

Dear Mr. Kyle:

Re: JOB ROTATION, FINAL LINES AND
PACKING LINES

The Company and the Union agree to the rotation of Machine Operators working on the Final Lines and Packing Lines on a daily basis, as directed by the Company.

The rotation of employees through the respective work areas will take place as close as possible to or at break times.

The Union and employees recognize and agree that productivity and efficiency of the Company's pro-

duction and packing lines are of prime importance, and production rates must always be maintained.

It is understood and agreed that the terms and provisions of this Letter of Understanding shall form part of the collective Agreement between the Company and the Union for the term specified in the Collective Agreement dated July 1, 1989.

Mark Lawrie, Vice President, Manufacturing
Peter Emanoilidis, Union Chairman

EXHIBIT 2

MEMORANDUM OF AGREEMENT

Mr. Hugh Kyle
National Representative
C.A.W.

Dear Mr. Kyle:

Re: EMPLOYEE SHIFT TRANSFERS

The Company and Union wish to reduce to writing certain principles and understanding of an agreement to permit certain senior employees to transfer from one shift to another shift.

The parties agree as follows:

1. The shift opening opportunity of Machine Operators or Utility men, only working in the plant at the time of the opportunity, will be posted on the bulletin board. A posting of a need for Machine Operators or Utility men will be for three (3) working days and only those employees having written application in the usual manner within the three (3) working days will be considered for shift transfer.

2. For Machine Operator vacancies in the Pipe or Muffler Departments and Utility men in the Warehouse, only those employees working in these departments at the time of the shift change opportunity will be eligible to apply for such transfer opportunity into these departments.

3. An employee who is working outside the Machine

Operator or Utility classifications must resign from his job classification on being awarded the shift transfer opportunity. The successful transfer applicant working on a job other than Machine Operator or Utility men classification will not be transferred by the Company until the Company has determined and is satisfied that his replacement is performing the job safely, efficiently and productively.

4. In the event that there are no applicants for the shift transfer opportunities, the most junior employee in the jobs in item 2 will be required to transfer.

It is understood and agreed that the terms and provisions of this Letter of Understanding shall form part of the Collective Agreement between the Company and the Union for the term specified in the Collective Agreement dated July 1, 1989.

Mark Lawrie, Vice President, Manufacturing
Peter Emanoilidis, Union Chairman

EXHIBIT 3

MEMORANDUM OF AGREEMENT

Mr. Hugh Kyle
National Representative
C.A.W.

Dear Mr. Kyle:

Re: TEMPORARY JOB POSTING

The Company and Union wish to reduce to writing certain principles and understandings of an agreement to allow a classified employee who has been off due to sickness or accident under a doctor's care or on compensation for a period not exceeding his length of service, without losing his classification on returning to work. The parties agree as follows:

1. Under the above conditions, the Company will use the temporary upgrading procedure as outlined in Article 11, Section 3 in the Collective Agreement for a period not exceeding sixty (60) calendar days.

2. If after sixty (60) days, the classified operator has

not returned to work, the Company will notify the Union and post a temporary job posting. The temporary job posting will follow the same procedure as outlined in Article 11 Job System, Section 1 and Section 2.

3. If no employee bids for the temporary job posting, the Company will reserve the right to continue upgrading regardless of the sixty (60) calendar days.

4. The employee affected by his own medical absence, upon returning to work, will replace the employee who is performing the temporary classified assignment only if he is physically capable of doing so. The temporary classified operator will be downgraded to the Machine Operator/Utility classification and placed on a shift commensurate with his seniority.

5. The employee who is performing the temporary classified assignment will be awarded the job if for any reason the employee affected by his own medical absence is medically unable to perform his classified job. Upon returning to work, he will be downgraded to the Machine Operator/Utility classification and placed on a shift commensurate with his seniority. Further, the employee performing the temporary classified assignment will be awarded the classified job if the employee affected by his medical absence has his seniority rights terminated.

6. Any employee performing a temporary classified assignment during a reduction in the workforce affecting that classification will be downgraded to the Machine Operator/Utility classification before any classified man performing the same classification on the shift, regardless of his seniority. Further, when the classified employee affected by his own medical absence returns to work, and due to a prior reduction in the workforce in that classification causing the temporary classified employee to be downgraded, will have the right to displace the junior classified operator on his shift in that classification provided he is able to perform the job. The displaced junior classified operator will be downgraded and placed on a shift commensurate with his seniority. However, if the returning classified operator is unable to perform the job or has insufficient seniority to replace a

junior classified man in the same classification on his shift, he will be downgraded to the Machine Operator/Utility classification and placed on a shift commensurate with his seniority.

It is understood and agreed that the terms and provisions of this Letter of Understanding shall form part of the Collective Agreement between the Company and the Union for the term specified in the Collective Agreement dated July 1, 1989.

Mark Lawrie, Vice President, Manufacturing
Peter Emanoilidis, Union Chairman

EXHIBIT 4

MEMORANDUM OF AGREEMENT

Mr. Hugh Kyle
National Representative
C.A.W.

Dear Mr. Kyle:

Re: PROBATIONARY VACATION REPLACEMENT

During the current negotiations, the Union sought a statement of understanding concerning the practices followed by the Company in the shift assignment of probationary employees.

(a) Probationary employees employed to replace permanent employees on the day shift for vacation replacement will be assigned to that shift for a period not to exceed thirty (30) working days.

(b) Probationary employees hired for a permanent job will be assigned to the afternoon shift from the date of hire, except in the case of Skilled Trades, unless there is specific training required on the day shift.

It is understood and agreed that the terms and provisions of this Letter of Understanding shall form part of the Collective Agreement between the Company and the Union for the term specified in the Collective Agreement dated July 1, 1989.

Mark Lawrie, Vice President, Manufacturing
Peter Emanoilidis, Union Chairman

EXHIBIT 5

MEMORANDUM OF AGREEMENT

Mr. Hugh Kyle
National Representative
C.A.W.

Dear Mr. Kyle:

Re: LAYOFF TRAINING

The Company and the Union wish to reduce to writing certain principles and understandings of an agreement to train certain senior employees affected by layoff and not qualified to displace junior employees in classified positions affected by the layoff.

1. The normal layoff procedure will be followed in all layoffs.

2. Employees laid off holding more seniority than employees in classified positions affected by the layoff will be the only employees considered eligible for such training opportunity.

3. The Company, during the layoff notice period, will train only two (2) eligible employees as outlined in (2) above for each classified position affected by such layoff (skilled trades positions and plant shutdown period excepted).

4. The most senior eligible employee as outlined in (2) above will be given preference of choice of the classified positions affected by the layoff, provided he has the seniority to bump into the affected classified position.

5. The training opportunity will not exceed up to fifteen (15) days worked on the position.

6. Employees not successful in the training opportunity will not be given any further training opportunities and will be laid off on their previous scheduled layoff date.

7. The Union and the employees agree that training will be provided on any shift and the selection of shifts will be at the discretion of the Company, and eligible employees will be required to train on such shift.

8. The Union and employees agree that the training rate will be fifteen cents (\$0.15) more per hour than the

Machine Operator's base rate.

9. The agreement is effective only for employees affected by the first layoff during the specified term of the new Collective Agreement between the Company and the Union.

It is understood and agreed that the terms and provisions of this Letter of Understanding shall form part of the Collective Agreement between the Company and the Union for the term specified in the Collective Agreement dated July 1, 1989.

Mark Lawrie, Vice President, Manufacturing
Peter Emanoilidis, Union Chairman

EXHIBIT 6

MEMORANDUM OF AGREEMENT

Mr. Hugh Kyle
National Representative
C.A.W.

Dear Mr. Kyle:

Re: JOB SYSTEM

During the recent set of negotiations, the Union sought language which would allow the promotion or transfer of senior bargaining unit employees when filling permanent **job** vacancies.

The normal job posting procedure will continue. When no successful employees with the ability have bid on a job posting, the Company will train the senior bidder up to a maximum of fifteen (15) working days. While the employee is training on the job, he will receive a training rate of fifteen cents (\$0.15) per hour more than the Machine Operator's base rate. If the employee is trained prior to the fifteen (15) working days, he will receive the full rate of the job.

It is understood and agreed that the terms and provisions of this Letter of Understanding shall form part of the Collective Agreement between the Company and the

Union for the term specified in the Collective Agreement dated July 1, 1989.

Mark Lawrie, Vice President, Manufacturing
Peter Emanoilidis, Union Chairman

EXHIBIT 7

MEMORANDUM OF AGREEMENT

Mr. Hugh Kyle
National Representative
C.A.W.

Dear Mr. Kyle:

Re: EDUCATIONAL LEAVE

The Company agrees to pay into a special fund one cent (\$0.01) per hour per bargaining unit (C.A.W. Barrick AP Unit of Local 252) employee, for all straight hours for the purpose of providing paid education leave. Said education leave will be for the purpose of upgrading the employee's skills in all aspects of Trade Union functions. Such monies to be paid on a quarterly basis into a trust fund established by the National Union, C.A.W., made payable to C.A.W. Leadership Training Program, P.O. Box 897, Port Elgin, Ontario N2H 200.

The Company further agrees that members of the bargaining unit, selected by the Union to attend such courses, will be granted a leave of absence without pay for twenty (20) days of class time, plus travel time where necessary; said leave of absence to be intermittent over a twelve (12) month period from the first day of leave. Employees on educational leave will continue to accrue seniority and benefits during such leave.

It is understood and agreed that the terms and provisions of this Letter of Understanding shall form part of the Collective Agreement between the Company and the Union for the term specified in the Collective Agreement dated July 1, 1989.

Mark Lawrie, Vice President, Manufacturing
Peter Emanoilidis, Union Chairman

EXHIBIT 8

MEMORANDUM OF AGREEMENT

Mr. Hugh Kyle
National Representative
C.A.W.

Dear Mr. Kyle:

Re: OVERTIME

The Company and the Union agree that the Company will only schedule a maximum of five (5) hours as an overtime shift on Saturdays.

It is agreed by the Union and the employees that it is the responsibility of the employee to inform the Company, at the time the overtime is requested, how many hours he will be available.

It is understood and agreed that the terms and provisions of this Letter of Understanding shall form part of the Collective Agreement between the Company and the Union for the term specified in the Collective Agreement dated July 1, 1989.

Mark Lawrie, Vice President, Manufacturing
Peter Emanoilidis, Union Chairman

EXHIBIT 9

MEMORANDUM OF AGREEMENT

Mr. Hugh Kyle
National Representative
C.A.W.

Dear Mr. Kyle:

Re: OVERTIME — LETTER OF
UNDERSTANDING

During the current negotiations, the Union sought a statement of understanding concerning the practice followed by the Company in the administration of overtime assignments.

The Company understands that the Union and employees agree they will not use concerted effort to refuse to work overtime when requested to do so.

The Company, however, recognizes that qualified employees may refuse to work overtime and junior employees in the classification may be required to work if all senior employees refuse. Overtime work in any job classification shall be divided as equally as reasonable among qualified employees working in that classification.

It is understood and agreed that the terms and provisions of this Letter of Understanding shall form part of the Collective Agreement between the Company and the Union for the term specified in the Collective Agreement dated July 1, 1989.

Mark Lawrie, Vice President, Manufacturing
Peter Emanoilidis, Union Chairman

EXHIBIT 10

MEMORANDUM OF AGREEMENT

Mr. Hugh Kyle
National Representative
C.A.W.

Dear Mr. Kyle:

Re: INVENTORY OVERTIME ASSIGNMENT

During the current negotiations, the Union sought a statement of understanding concerning the practice followed by the Company in the administration of overtime on inventory assignments.

The Company will distribute the overtime equally over the term of the Collective Agreement to all employees, based on ability to inventory.

It is understood and agreed that the terms and provisions of this Letter of Understanding shall form part of the Collective Agreement between the Company and the

Union for the term specified in the Collective Agreement dated July 1, 1989.

Mark Lawrie, Vice President, Manufacturing
Peter Emanoilidis, Union Chairman

EXHIBIT 11

MEMORANDUM OF AGREEMENT

Mr. Hugh Kyle
National Representative
C.A.W.

Dear Mr. Kyle:

Re: TRANSFER OF MACHINE OPERATORS

During the current negotiations, the Union sought a statement of understanding concerning the practice followed by the Company in the transfer of Machine Operators.

It is understood by the Union and employees that the practice followed by the Company in the assignment of Machine Operators will continue as in the past, except: When a work reduction in the scheduled workload of a work area takes place, the senior employees in the affected work area shall receive preference for the transfer. If no senior employees elect to transfer, the most junior employee of the affected area shall transfer.

It is understood and agreed that the terms and provisions of this Letter of Understanding shall form part of the Collective Agreement between the Company and the Union for the term specified in the Collective Agreement dated July 1, 1989.

Mark Lawrie, Vice President, Manufacturing
Peter Emanoilidis, Union Chairman

EXHIBIT 12
MEMORANDUM OF AGREEMENT

Mr. Hugh Kyle
National Representative
C.A.W.

Dear Mr. Kyle:

Re: RESEARCH AND DEVELOPMENT
TECHNICIAN

During the recent set of negotiations, the Union and the Company agreed that a new classification, **Research and Development Technician**, be added to the **Collective Agreement**, and is to be included in the **Skilled Trades Department**. The hiring, layoff, and recall procedures will be the same as followed in the **Skilled Trades Department**, and the rate of pay will be as per **Appendix A**. Future openings will be posted for advisement only in case existing employees have the qualifications and ability as **Research and Development Technicians**.

It is understood and agreed that the terms and provisions of this Letter of Understanding shall form part of the **Collective Agreement** between the Company and the Union for the term specified in the **Collective Agreement** dated July 1, 1989.

Mark Lawrie, Vice President, Manufacturing
Peter Emanoilidis, Union Chairman

EXHIBIT 13
MEMORANDUM OF AGREEMENT

Mr. Hugh Kyle
National Representative
C.A.W.

Dear Mr. Kyle:

Re: BACKUP TRAINING

During the recent set of negotiations, the Company and the Union have come to an understanding on the prac-

tice to be followed in training employees as backup replacements to temporarily perform the work of classified positions.

The opportunity to be trained as a backup replacement will be posted in accordance with the regular job posting procedure as outlined in Sections 1 and 2 of Article 11 in the Collective Agreement. An employee who is successful in the backup replacement posting, and completes the trial period, shall automatically be assigned the position of a Machine Operator when not performing the work of a backup replacement.

When there is a need for a backup replacement in a classified position, employees who received the necessary training will be required to perform this work when requested to do so.

Where more than one employee has been trained for backup replacement in a particular classified position, then the opportunity to perform this work shall be divided as reasonably as possible among the employees trained to do so.

It is agreed that the provisions of this Letter of Understanding shall form part of the Collective Agreement between the Company and the Union for the duration of its current term.

Mark Lawrie, Vice President, Manufacturing
Peter Emanoilidis, Union Chairman

EXHIBIT 14

MEMORANDUM OF AGREEMENT

Mr. Hugh Kyle
National Representative
C.A.W.

Dear Mr. Kyle:

Re: TECHNOLOGICAL CHANGE

During the recent set of negotiations, the Union sought an understanding with regards to the training of em-

ployees necessitated by the installation of new equipment.

The Company will discuss with the Union the training required to operate the new equipment prior to the installation of such equipment and jointly work out the training program for any affected employees.

It is agreed that the provisions of this Letter of Understanding shall form part of the Collective Agreement between the Company and the Union for the duration of its current term.

Mark Lawrie, Vice President, Manufacturing
Peter Emanoilidis, Union Chairman

EXHIBIT 15

MEMORANDUM OF AGREEMENT

Mr. Hugh Kyle
National Representative
C.A.W.

Dear Mr. Kyle:

Re: PAID ABSENCE ALLOWANCE

(a) Commencing May 1, 1989, and for a trial period of one year, each employee who has a vacation entitlement of four (4) weeks or more, as of the date of vacation eligibility (June 1st of the calendar year) shall be entitled to receive paid absence allowance in lieu of a certain portion of their regular vacation entitlement, according to the following terms and conditions:

For an Eligible Employee With a Regular Vacation Entitlement of:	Maximum Amount of Paid Absence Allowance	Balance of Regular Vacation Entitlement
4 weeks	40 hours	3 weeks
5 weeks	80 hours	3 weeks
6 weeks	120 hours	3 weeks

(b) Should the Company announce an annual shutdown in excess of three (3) weeks, for any department, then the maximum amount of paid absence allowance for the

affected eligible employees shall be decreased by a corresponding amount of time; e.g. an additional one week of shutdown would reduce an employee's maximum paid absence allowance by 40 hours.

(c) An eligible employee may use a portion of his/her paid absence allowance following the date of eligibility (June 1st of the calendar year) provided the employee's absence from work is requested in advance and approved by the Company. Such time off will be for 1/2 day or full day (when not receiving Sickness & Accident Benefits) for personal business or a leave of absence for vacation purposes. The Company will not be obliged to approve more than five (5) employees for paid absence allowance on any given day.

(d) All paid absence allowance is deemed to be vacation pay as an agreed condition by the Company and the Union for the establishment of a paid absence allowance provision under this Collective Agreement.

(e) An employee may elect to defer payment for an approved absence, in which event the employee's amount of unused paid absence allowance will not be affected. An employee who has not used his entire paid absence allowance by the following May 1st after the date of eligibility (June 1st of the previous year) will be required to take the unused portion of his allowance as vacation time off with pay during the month of May.

The parties will meet ninety (90) days prior to May 1, 1990 to discuss continuance of this Exhibit.

Mark Lawrie, Vice President, Manufacturing
Peter Emanoilidis, Union Chairman

EXHIBIT 16

MEMORANDUM OF AGREEMENT

Mr. Hugh Kyle
National Representative
C.A.W.

Dear Mr. Kyle:

Re: REINSTATED GRIEVANCE

During negotiations of this Collective Agreement, the parties acknowledged the desirability of ensuring prompt, fair and final resolution of employee grievances. The parties also recognized that the maintenance of a stable, effective and dependable grievance procedure is necessary to implement the foregoing principle to which they both subscribe. Accordingly, the parties view any attempt to reinstate a grievance properly disposed of as contrary to the purpose for which the grievance procedure was established and violative of the fundamental principles of collective bargaining.

However, in those instances where the National Union (CAW-Canada) by either its (i) Executive Board, (ii) Public Review Board, or (iii) Constitutional Convention Appeals Committee has reviewed the disposition of a grievance and found that such disposition was improperly effected by the Union or a Union representative involved, the National Union may inform the Vice President of Manufacturing in writing that such grievance is reinstated in the grievance procedure at the step at which the original disposition of the grievance occurred.

It is agreed, however, that the Company will not be liable for any claims for damages, including back pay claims, arising out of the grievance that either (i) are already barred under the provisions of the aforementioned agreement at the time of the reinstatement of the grievance or (ii) that relate to the period between the time of the original disposition and the time of the reinstatement as provided herein. It is further agreed that the reinstatement of any such grievance shall be condi

tioned upon the prior agreement of the Union and the employee or employees involved that none of them will thereafter pursue such claims for damages against the Company in the grievance procedure, or in any court or before any federal, provincial, or municipal agency, Notwithstanding the foregoing, a decision by an arbitrator on any grievance shall continue to be final and binding on the Union and its members, the employee or employees involved and the Company, and such grievance shall not be subject to reinstatement.

This letter is not to be construed as modifying in any way either the rights or obligations of the parties under the terms of the aforementioned Collective Agreement except as specifically limited herein, and **does** not affect sections thereof that cancel financial liability or limit the payment of retroactivity of any claim, including claims for back wages, or that provide for the final and binding nature of any arbitrator's decision or other grievance resolutions.

It is understood that this letter of agreement and the Company's obligation to reinstate grievances as provided herein can be terminated by either party upon thirty (30) days notice in writing to the other.

Mark Lawrie, Vice President, Manufacturing
Peter Emanoilidis, Union Chairman