

COLLECTIVE AGREEMENT

between

THE NATIONAL STEEL CAR LIMITED

SOURCE	C.A.		
EFF.	10/06/90	10/06/90	10/06/90
TERM.	10/06/90	10/06/90	10/06/90
No. OF EMPLOYEES	700		
NOMBRE D'EMPLOYÉS	700		



and

THE UNITED STEELWORKERS OF AMERICA

LOCAL 7135



NATIONAL STEEL CAR LIMITED

OCTOBER 6, 1990

JUL 16 1991



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COLLECTIVE AGREEMENT
between
THE NATIONAL STEEL CAR LIMITED
and
THE UNITED STEELWORKERS OF AMERICA
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THIS AGREEMENT MADE AND ENTERED
INTO THIS 6TH DAY OF OCTOBER, 1990

By and Between:

THE NATIONAL STEEL CAR LIMITED,

Kenilworth Avenue North, Hamilton, Ontario.
(hereinafter referred to as the “**Company**”)

OF THE FIRST PART

and

UNITED STEELWORKERS OF AMERICA

(hereinafter referred to as the “**Union**”)

OF THE SECOND PART

ARTICLE I — SCOPE AND PURPOSE

1.01 The general purpose of this agreement is to establish collective bargaining relations between the Company and the Union, to continue the cooperation and spirit of good will between the Company and its employees, to provide machinery for the prompt disposition of grievances arising under this agreement, and to set forth negotiated conditions of employment for all employees who are subject to the provisions of this agreement. The Union recognizes that in order to provide a proper relationship between the parties, the Company must be kept in a strong competitive market position, which means it must produce at the best possible efficiency and lowest cost, consistent with fair labour standards, and the Union agrees to support the Company in attaining such objectives.

1.02 Wherever the masculine **is** used herein it shall be deemed to include the feminine.

ARTICLE II — NO STRIKES OR LOCKOUTS

2.01 The Union undertakes and agrees that while this agreement is in operation, neither the Union nor any employee shall take part in or call or encourage any strike, picketing, sitdown, slowdown, or any suspension of or stoppage of or interference

with work or production which shall in any way affect the operations of the Company, nor shall there be any sympathy strikes or secondary boycotts, and the Company agrees that it will not engage in any lockout during the term of this agreement.

2.02 Any employee who participates in any of the foregoing conduct shall be subject to discipline up to and including discharge.

2.03 In the event of the Union or employees participating in activity prohibited by Article 2.01 hereof, all seniority rights under this agreement shall be suspended until such activity has ended.

ARTICLE III — RECOGNITION

3.01 As the Union was certified by the Ontario Labour Relations Board upon January 10, 1967, the Company recognizes the Union as the sole collective bargaining representative of the Company's employees, as designated herein in Article 3.02 hereof, at its Kenilworth Avenue plant in Hamilton, Ontario.

3.02 The bargaining unit for which the Union is recognized by the Company as the bargaining agent for purposes of collective bargaining is as follows:

All employees employed by the Company at its Kenilworth Avenue North plant, Hamilton, Ontario, save and except:

1. Foremen
2. Supervisors
3. Persons above the rank of foreman or supervisor
4. Security guards
5. Office staff
6. Sales staff
7. Time study observers
8. Timekeepers
9. First Aid staff
10. Plant clerical personnel

3.03 The Company recognizes and will not interfere with the right of its employees to become members of the Union, and will not discriminate against, interfere with, restrain or coerce employees because of membership in the Union. The Union agrees that neither the Union nor its members will intimidate or coerce employees into membership and also that it will not solicit membership, collect dues, or hold meetings on Company property.

The distribution of Union information on Company property shall be carried out subject to the following conditions:

- (i) such distribution shall not take place during working hours,
- (ii) a copy of such Union information material shall be given to the Personnel Manager at least twenty-four (24) hours prior to being distributed.

The privilege of distributing Union information does not include the distribution of material with respect to municipal, provincial or federal politics or elections or support for or a position against a political party.

ARTICLE IV — REPRESENTATION

4.01 The Union may designate and the Company will recognize a suitable number of department stewards, such number not to exceed twenty-seven (27), and a plant grievance committee of not more than three (3) members, one of whom shall be designated as Chairman. Such stewards must be employees of the department which they have been designated to represent (as agreed between the parties and set out in letter of understanding sent by the Company to the Union), unless this provision is waived in writing by the Personnel Manager. The offices of Chief Steward (Day Shift) and Chief Steward (Afternoon Shift) may be added. When no day shift or afternoon shift or neither shift is in operation the applicable office of Chief

Steward will cease to exist. No one shall be eligible to serve as department steward or plant grievance committeeman unless he is an active employee of the Company, and has at least one year's seniority in the case of a departmental steward and two years' seniority in the case of a grievance committeeman, unless this provision is waived in writing by the Personnel Manager. The term **"active employee"** as used in this Article 4.01 shall mean an employee who is regularly at work and is not absent due to lay-off except in the case of a member of the plant grievance committee on a continuous lay-off up to three (3) months, suspension or discharge pending grievance or arbitration, leave of absence, extended sickness or disability. In departments 270-W and 340, there shall be one steward for each full fifty (50) employees in the department.

The Union will inform the Company in writing of the identity of all stewards and grievance committee members, and the department and shift which each steward represents, and the Company shall not be obliged to recognize such personnel until it has been so informed.

The Union will have the right to appoint temporary stewards for second and third shift operations when the number of employees on such shift in a department reaches twenty (20). Such stewards will be withdrawn when the number of employees on the shift is reduced to fifteen (15) or less.

The Company will meet with the designated steward or grievance committee representatives, as the case may be, at the appropriate step of the grievance procedure with respect to the adjustment of grievances as provided in Article V entitled **"Grievance Procedure."**

4.02 When there is an increase or decrease of working force, the number of stewards may be increased or decreased by mutual agreement in writing.

4.03 The Company will inform the Union in writing of changes of general foremen, foremen and supervisors in a department.

4.04 For the purpose of this agreement, the plant grievance committee and the stewards together with the officers of the Local Union referred to in Article 7.07 hereof, shall be deemed to be officials of the Union. The parties hereto agree that the Union officials occupy a position of leadership and responsibility to see that this agreement is faithfully carried out.

Union officials will be identified with coloured safety helmets (brown).

4.05 No Union official shall leave his work to administer this agreement without requesting and obtaining the permission of his foreman or supervisor, and such permission will not be unreasonably withheld. The jurisdiction and duties of a steward shall be limited to the department or group of departments he represents. Where a steward is absent from work, the duties of that steward may be performed in his absence by the chief steward.

4.06 The Company agrees to provide the Union's Grievance Committee with copies of all signed violation slips. A signed violation slip is one which has been signed by a member of management. The employee shall sign a receipt, however should an employee refuse to do so, which refusal is hereby considered improper, his steward or if there is none, a member of the Plant Grievance Committee shall sign such receipt. Inadvertent failure by the Company to comply with this clause shall not negate the violation slip. If an employee goes for 24 months without a disciplinary violation slip, all violation slips prior to such 24 months period will be removed from the employee's record.

a/1

ARTICLE V — GRIEVANCE PROCEDURE

5.01 The grievance procedures herein provided for are among the most important matters in the successful administration of this agreement. The Company and the Union therefore agree that the designated grievance procedure as hereinafter set forth shall serve as and constitute the sole and exclusive means to be utilized by the grievor for the prompt disposition, decision and final settlement of a grievance arising in respect of the interpre-

tation or alleged violation of this agreement, and the specifically designated grievance procedure shall be properly followed. Wherever the term “**grievance procedure**” is used in this agreement, it shall be considered as including the arbitration procedure.

5.02 “Grievance” shall mean a complaint or claim concerning improper discipline or discharge, or a dispute with reference to the interpretation or alleged violation of this agreement.

5.03 The Company shall be under no obligation to consider or process any grievance unless such grievance has been presented to the Company in writing at Step 2 of the grievance procedure within ten (10) days from the time the circumstances upon which the grievance is based were known or should have been known by the grievor. However, if the Company does consider or process a grievance which has been presented late, the Company shall not be estopped or precluded at any stage of the grievance procedure from taking the position that the grievance is late and not arbitrable.

5.04 All time limits referred to in the grievance procedures herein contained shall be deemed to mean “**working days**”.

5.05 An employee grievance shall be processed as follows:

STEP NO. 1

If an employee has a grievance he shall first and immediately discuss the matter with the department general foreman, or with his department foreman as the case may be. If the employee so requests of the department general foreman, he will have the assistance of his departmental steward or if there is none, a member of the grievance committee who will be made available within a reasonable period of time. The foreman shall give the grievor an answer within three (3) days of such discussion. If the foreman’s reply is not satisfactory to the grievor the next step shall be taken within five (5) days of the foreman’s answer. but not thereafter.

STEP NO. 2

At this step the grievance shall be reduced to writing and

presented to the Personnel Manager (or his designated representative) within the aforesaid five (5) days, but not thereafter. The written grievance shall identify: the facts giving rise to the grievance; the section or sections claimed violated; the relief requested; and shall be signed by the employee and countersigned by his department steward or a plant grievance committeeman.

A meeting will be held between the plant grievance committee who will be accompanied by the appropriate departmental steward, and the Personnel Manager within three (3) days of the presentation of the written grievance. The Personnel Manager shall give his written reply to the chairman of the plant grievance committee within three (3) days of such meeting.

If the Personnel Manager's reply is not satisfactory to the chairman of the plant grievance committee the next step shall be taken within three (3) days after delivery of the Personnel Manager's reply to the chairman of the plant grievance committee, but not thereafter.

STEP NO. 3

At this step the Union shall, within the aforesaid three (3) days, notify the Personnel Manager in writing of its desire to appeal his decision to Step 3.

Shortly thereafter, a meeting will take place between the plant grievance committee (which may be accompanied by the International Representative of the Union) and the Personnel Manager and the Works Manager and any other representative of management. The grievor may be required to be present at the request of either party. The Union is permitted, up to the end of the aforesaid meeting, to amend the written grievance. Such amendment shall be in writing and no further amendment will be permitted after such meeting. The Company shall deliver its decision in writing to the chairman of the plant grievance committee within three (3) days of such meeting; also a copy of

such written decision will be mailed to the International Representative of the Union.

STEP NO. 4

In the event the grievance is not settled at Step 3, the party having carriage of the grievance shall request arbitration of the grievance by giving notice in writing to the other party within ten (10) days from delivery of the decision at Step 3 to the chairman of the plant grievance committee, but not thereafter.

If a request for arbitration is not so given within such ten (10) day period, the decision at Step 3 shall be final and binding on the Company, the Union, and any employee involved.

The notice to arbitrate shall contain the name and address of the moving party's nominee to the Board, and shall also specify all of the outstanding issues of the written grievance to be dealt with by the Board, and the remedy sought. The party giving such notice shall be bound by the same and shall be restricted at arbitration to the issues presented by the notice.

The recipient of the notice shall within five (5) days advise the other party, in writing, of the name of its appointee to the arbitration board.

The two appointees so selected shall, within five (5) days of the appointment of the second of them, appoint a third person who shall be chairman. If the recipient of the notice fails to appoint an arbitrator, or if the two appointees fail to agree upon a chairman, within the time limited, the Minister of Labour for Ontario shall, if requested within five (5) days from the expiry of the date upon which the two appointees are to appoint a chairman (but not thereafter), forthwith appoint a qualified person to be chairman.

5.06 The arbitration board shall hear and determine the matter and shall issue a decision which shall be final and binding upon the parties, and upon any employee affected by it. The decision of the majority shall be the decision of the arbitration

board, but if there is no majority decision, the decision of the chairman shall govern.

5.07 (a) The board of arbitration shall not be authorized to make any decision inconsistent with the provisions of this agreement nor to alter, modify or amend any part of this agreement.

(b) If a grievor satisfies the board of arbitration that there was not just cause for his discharge, the board of arbitration shall have jurisdiction to modify the discharge.

5.08 Each party hereto shall bear its own costs of and incidental to any such arbitration proceedings. The fees and charges of the chairman of the board of arbitration shall be borne equally by the two parties hereto.

5.09 No matter may be submitted to arbitration which has not properly been carried through all specified previous steps of the grievance procedure within the times specified at each step. The provisions of this clause shall not be considered to have been waived by the parties or either of them unless they expressly provide a waiver thereof in writing signed by both parties. Section 37, 5 (a) of the Ontario Labour Relations Act does not apply.

5.10 A grievance which has been disposed of pursuant to the grievance provisions of this agreement shall not again be made the subject matter of a grievance.

5.11 Failure to put a grievance in writing at Step 2 or Step 3, as the case may be, in accordance with the requirements thereof, shall be deemed a complete waiver and abandonment of the grievance by the grievor. Any grievance not appealed from one step of the grievance procedure to the next within the specified time limits shall be considered settled on the basis of the last reply.

5.12 A decision or settlement reached at any stage of the

grievance procedure shall be final and binding upon all parties hereto, including the complaining employee, and shall not be subject to reopening by any party except by agreement in writing. If the grievance is settled at Step 2 or 3 of the grievance procedure both the Company's Personnel Manager and the Union representatives who pass on the same as provided herein, shall sign the settlement as endorsed upon the written grievance, so that no question or argument may arise as to what the settlement was. An allegation that either party has failed to comply with the terms of the written settlement of a grievance may be the subject of a grievance.

5.13 Whenever the Company requests a Union representative who is an employee of the Company to leave his work and confer upon union matters, such employee shall be reimbursed by the Company for the time so spent during his scheduled working hours at his regular rate exclusive of premiums. The term "regular rate" as used herein is defined as the average straight time rate earned by such employee during that pay period.

5.14 If a representative of the International Union wishes to enter the plant to view an operation pertaining to any grievance which has reached Step 3 of the grievance procedure, he shall first request such permission from the Personnel Manager. Such permission will not be unreasonably withheld. The union representative shall at all times be accompanied by a member of the Personnel Manager's staff and shall be subject to all plant rules.

5.15 When an employee's grievance is settled by the parties or determined by a board of arbitration on the basis that the employee is entitled to be reimbursed for wages lost as a result of action on the part of the Company in violation of this agreement, such reimbursement shall be retroactive to the date four (4) working days prior to the presentation of the grievance to the Company in writing at Step 2. Such reimbursement shall be at the employee's base rate exclusive of any premiums, for such hours as the employee would have worked for the

Company if the violation had not occurred, but there shall be subtracted therefrom any monies the employee earned during such period. An employee will not be reimbursed for any time which he would have lost in the course of events other than as a result of the Company's aggrieved of conduct.

5.16 Group Grievance

The Company will recognize a Group Grievance as one which directly affects a number of employees and in which the facts and issues in respect to each such employee are the same. In such cases, a single grievance shall be processed commencing at and in accordance with Step No. 2 of Article 5.05 within the times set out in Article 5.03, providing all grievors sign the grievance form. In the event a grievor or grievors are unable to sign the grievance form due to disability or other absence from work, their names shall be printed on the grievance form and initialled by the steward. A representative grievor will attend the grievance meetings.

5.17 Union Policy Grievance or Company Grievance

A Union Policy Grievance or a Company Grievance may be submitted to the Company or the Union, as the case may be, in writing within ten (10) days from the time the circumstances upon which the grievance is based were known or should have been known by the grievor. A meeting between the Company and the Union shall be held within five (5) days of the presentation of the written grievance and shall take place within the framework of Step 3 of Article 5.05. The Company or the Union, as the case may be, shall give its written decision within five (5) days of such meeting.

If the decision is unsatisfactory to the grieving party, the grievance may be submitted to arbitration within five (5) days of the delivery of such written decision and the arbitration sections of this agreement shall be followed.

It is expressly understood that the provisions of this paragraph 5.17 may not be used by the Union to institute a grievance

directly affecting an employee or employees which such employee or employees could themselves institute, and the provisions of Article 5.05 hereof shall not thereby be bypassed.

5.18 Discharge Cases

(a) A claim by a seniority employee that he has been discharged without proper cause shall be treated as a grievance and shall commence at Step 2 of Article 5.05 provided a written grievance signed by the employee and his department steward is presented to the Personnel Manager within five (5) days after discharge. The International Representative of the Union will be permitted to attend the meeting held pursuant thereto, with the Personnel Manager. The Union will not question the discharge of any probationary employee nor shall such discharge be subject of a grievance.

(b) Should the parties agree or should the arbitration board determine that a seniority employee has been discharged without proper cause, such employee shall be reinstated as an employee without loss of seniority and shall be compensated in accordance with the provisions of Article 5.15 hereof.

(c) In the event that a grievance is lodged in accordance with the provisions of this Article 5.18, the employee will be permitted to continue, at his own expense, his protection under the Group Insurance Plans Appendix "B" by paying the necessary premiums to the Company as follows: within five (5) days of discharge the amount of premium sufficient to maintain coverage for the balance of the month, and thereafter monthly in advance until the issue is resolved but not to exceed twelve (12) months from the date of discharge. In the event an employee fails to make the necessary payment in advance, his coverage shall lapse. If the employee is reinstated by the board of arbitration and the Company is ordered to reimburse him for earnings lost, he will also be reimbursed payments which he has made to such plans.

5.19 (a) Upon being notified of his discharge while at work, it shall be the duty of the employee to leave his department and

go to the Personnel Manager's office. If the notification occurs outside of regular office hours or while the employee is not at work, the employee shall report to the Personnel Manager's office during the hours of the next regular day shift unless prevented from doing so by reasons beyond his control.

(b) The Personnel Manager will notify the chairman of the grievance committee of the discharge.

ARTICLE VI — MANAGEMENT RIGHTS

6.01 Except as, and to the extent specifically modified by this agreement, all rights and prerogatives which the Company had prior to the execution of this agreement are retained by the Company and remain exclusively and without limitation within the rights of the Company and its management. Without limiting the generality of the foregoing, the Company's rights shall include:

(a) the right: to maintain order, discipline and efficiency; to make, alter and enforce, from time to time, reasonable rules and regulations, policies and practices, to be observed by its employees; to discipline and discharge employees for proper cause.

(b) the right: to select, hire and control the working force and employees; to transfer, assign, promote, demote, classify, lay off, recall, suspend, and retire employees; to plan, direct and control plant operations; to select and retain employees for positions excluded from the bargaining unit and to transfer employees into the bargaining unit.

(c) the right to determine: the location and extent of its operations and their commencement, expansion, curtailment, or discontinuance; the direction of the working forces; the products to be manufactured; the standards of production; the subcontracting of work; the schedules of work and of production, the number of shifts; the methods, processes and means of performing work; job content and requirements; quality and quantity standards; the qualifications of employees; the use of improved

methods, machinery and equipment; whether there shall be overtime work and who shall perform such work; the number of employees needed by the Company at any time and how many shall operate or work on any job, operation, machine, or production line; the number of hours to be worked; starting and quitting time. And generally the right to manage the enterprise and its business without interference are solely and exclusively the right of the Company.

ARTICLE VII — SENIORITY

7.01 Definition of Seniority

Seniority is defined for the purpose of this agreement as the length of service of any employee of the Company, computed from a date three (3) months prior to the date such employee actually attains seniority by completing his probationary period in the manner set forth in Article 7.02 hereof, and shall apply to the extent provided in this agreement. When two (2) or more employees are hired on the same day, sequence numbers will be indiscriminately allotted, and if the seniority commencement date is not disturbed during the probationary period, such number shall fix the employee's place on seniority lists. If an employee's seniority commencement date is changed from his hiring date during his probationary period, his name shall be placed on the seniority list in the place consistent therewith but following the other employees, if any, with the same seniority commencement date and a new sequence number will be allotted accordingly. The seniority of present seniority employees shall be that which is presently established and in effect.

7.02 (a) Probationary Employee

An employee having less than three (3) months of service shall be considered a probationary employee and will have no seniority rights, but when such rights are acquired, seniority will be regarded as having started from a date three (3) months immediately prior to acquiring such seniority. A probationary employee will not accumulate service for seniority purposes where the employee is removed from the payroll for any reason

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(including lay off) for any period, or is absent from work for any reason for ten (10) consecutive working days or more. **Any** time lost by removal from payroll for any period or for absence as above will be added to the probation time. If a probationary employee's service is terminated for reasons other than lack of work the Company will so inform the employee at the time of termination. The Union will not question the lay off or dismissal of any probationary employee, nor shall such lay off or dismissal be the subject of a grievance.

(b) Where a probationary employee is transferred to another department he will be required to complete sixty (60) calendar days from the date of such initial transfer or three (3) months of service in accordance with 7.02 (a) hereof, whichever last occurs, before acquiring seniority rights. On completion of such probationary period, the seniority of the employee will be counted from the hiring date in the original department **less** time lost in accordance with the above provisions of Article 7.02 (a) hereof.

7.03 Departmental Seniority

An employee who has completed his probationary period but has **less** than twenty-four (24) months of service shall be placed on his departmental seniority list in line with his service with the Company.

7.04 Plant-wide Seniority

An employee having twenty-four (24) months or more of service shall be placed on the plant-wide seniority list in line with his service with the Company.

7.05 Seniority Lists

(i) Departmental — The Company will keep up-to-date departmental seniority lists and furnish the appropriate department list to the chief steward monthly.

(ii) Plant-wide — During the first **week** of January and of July of each year the Company will furnish to the chairman of the plant grievance committee an up-to-date plant-wide seniority list.

7.06 A non-bargaining unit person who is transferred to a position within the bargaining unit shall be credited with seniority equal to his full accumulated service with the Company including the time worked outside the bargaining unit. In case of a reduction of work force, a non-bargaining unit person of the rank of foreman, supervisor, or person above the rank of foreman or supervisor shall, notwithstanding the provisions of Article 7.07 hereof, be accorded a preferred seniority status greater than any other bargaining unit employee upon being transferred to the bargaining unit of the Company. Subject to the following, lead hands shall, notwithstanding the provisions of Article 7.07 hereof, be accorded a preferred seniority status greater than any other bargaining unit employee. The preferred seniority accorded to lead hands shall be limited to the thirty-one (31) most senior lead hands at any given time. The Company shall designate in writing the thirty-one (31) most senior lead hands who have preferred seniority and shall furnish a copy of such list to the Union and shall inform the Union of changes in such list. The Company and the Union will meet semi-annually to discuss the lead hand situation.

26/B

The Company and the Union will meet semi-annually to discuss Company/Union relations.

26/A

7.07 Preferential Seniority — Union Representatives

The Company agrees to accord a preferred seniority status to the President, Vice-president, Recording Secretary, Financial Secretary, Treasurer, Grievance Committeemen, Chief Steward — Day Shift and Chief Steward — Afternoon Shift and Departmental Stewards, not to exceed a total of thirty-one (31) in all, so that in the event of a reduction of working force the Union has adequate representation in the various departments consistent with employment in such departments provided that such Union representatives are qualified.

The Union shall have the right to designate in writing the employees who shall have preferred seniority, however, the list shall be limited to employees holding office in the Union. When-

ever the Union wishes to substitute another person for one on the preferred seniority list it shall notify the Company in writing, and thereafter the person whose preferred seniority has ceased shall resume his regular seniority. In no case shall the Company be obligated to recognize the preferred seniority status of a person who is not qualified.

Preferred seniority hereunder, of a Union official other than the chairman of the plant grievance committee, president and vice-president, chief steward — day shift and chief steward — afternoon shift, shall be restricted to the department in which he is, at the time, regularly employed.

7.08 Wherever used in this agreement the word “qualified” or the like, shall mean presently possessed of the accomplishments which enable the person to perform the work required in the department in accordance with the Company’s quality and production standards, so that the person performs such after being given general information concerning it. In other words, the performance of work does not require a trial period or a training period but does permit a two (2) day familiarization period.

Whenever the question of whether an employee is qualified arises, it shall be the employee’s responsibility to satisfy the Company that he is qualified to perform the work of the classification (i.e. occupation) and he must do so at a time prior to his assertion thereof in the face of a lay-off, recall or transfer.

7.09 General Provisions Respecting Lay-off

(1) When it is necessary to decrease the number of employees in a department, such reduction will be made as follows:

(a) Probationary employees in a department will be the first laid-off.

(b) If further lay-offs are necessary in the department, departmental seniority employees will be laid-off in inverse order of seniority provided the remaining employees are qualified.

(c) If further lay-offs are necessary in the department, a plant-wide seniority employee will be assigned by the Company to work being performed by an employee in another department with less seniority, provided he is qualified.

Notwithstanding the provisions of (a),(b) and (c) of this Article 7.09 (1). in the event a vacancy exists in the plant at the time of such reduction of force, the Company shall have the right to assign an employee referred to in (a), (b) or (c) to such vacancy providing the employee is qualified.

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(2) Notice of Lay-off

The Company agrees to give an employee two (2) full working days notice of lay-off except:

(a) in case of recall to temporary work where the employee is advised of the temporary nature of the work and approximate duration thereof;

(b) where failure to give such notice, or the reason for lay-off, is beyond the reasonable control of the Company.

(3) Employee Payoffs

The following will be the procedure with regard to the paying off of terminated employees. Employees who are laid-off — no work will report to the Personnel Office at the date and time indicated by their foreman at the time lay-off notice is given. Receipts for Unemployment Insurance and O.H.I.P. will be mailed to employee's last known address. Wages due an employee can be picked up on their regular pay day or will be forwarded to the employee by mail should he so request. Vacation Pay will be available when the regular vacation pay is made up prior to the plant vacation shutdown. **An** employee terminated will receive receipts for his Unemployment Insurance and O.H.I.P. via mail to last known address. Wages and vacation pay due an employee can be picked **up** on the regular pay day or will be forwarded to the employee by mail should the employee so request.

(4) Notice to Union

In case of lay-off in a department, the Company will give advance notice thereof and of the employees to be affected thereby, to the departmental steward, and in the absence of the departmental steward to the chief steward.

7.10 (1) General Provisions Respecting Recall after Lay-off

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/D

(a) When the Company decides to increase the work force, the laid-off person with plant-wide seniority at the time of his lay-off, will be recalled to the plant in accordance with his seniority providing he is qualified.

(b) Thereafter, when the Company decides to increase the work force, a laid-off person with departmental seniority at the time of lay-off will be recalled to the department from which he was laid-off, in accordance with his seniority providing he is qualified.

(c) When a registered recall letter has been sent to a laid-off person instructing him to report for work within ten (10) working days from the date of such registration, the Company shall have the right to recall and employ other laid-off persons with less seniority, on work which may be immediately available during that ten (10) working day period, and in doing so shall not be held in violation of this agreement.

(2) There shall be plant-wide preferred recall rights (i.e. recall from lay-off) for the five table officers of the Union and the chairman of the grievance committee. The term "table officers" as used herein means the President, VicePresident, Financial Secretary, Recording Secretary, and Treasurer of the Local Union. In no case shall the Company be obligated to recognize the preferred seniority status of a person who is not qualified.

27/E

7.11 (a) Plant-wide Job Posting

When a permanent job vacancy which the Company requires to be filled occurs in a department, and there are no qualified seniority employees laid-off from the plant, the Company agrees to advertise such permanent job vacancy on a

bulletin board designated for such purpose for two (2) working days. ~~Employees having seniority may bid for such vacancy if the vacancy is in a higher wage group than the applicant's. All employees interested in the job vacancy must make application within the two (2) working days that the vacancy is posted. The senior qualified applicant will be awarded the job. Nothing contained herein shall be interpreted as requiring the Company to fill any vacancy. If there are no suitable applicants; the Company will consider Requests for Transfer which have been filed by employees pursuant to the provisions of Article 7.11 (b) hereof. The job posting provided herein shall apply only in respect of the original vacancy and the vacancy resulting from the filling of the original vacancy and will not apply to subsequent vacancies. The following occupations shall be excluded from these job posting provisions: Labourer, Helper, Material Handler, Janitor, Sweeper, and Hook-On. The Company will post the name of the successful applicant on the bulletin board and will forward a copy thereof to the Union within ten (10) working days after the posting comes down.~~ 27/8

(b) A vacancy exists only, when after the application of 7.11 (a) hereof, the number of employees in a department is to be increased for a reason other than set out in 7.11 (b)(i) hereof. In the filling of such vacancy the appointment will be given to the senior qualified applicant in the plant who has registered with the Personnel Office a Request for Transfer (Inter-Departmental) to such different occupation in such different department in accordance with the following: An employee who desires a transfer to a different occupation for which he is qualified, in a department other than the one in which he is working, shall register with the Personnel Office, on the Inter-Departmental Request for Transfer form, naming the change of occupation and department desired. An employee may cancel any such Request for Transfer at any time prior to his notification of transfer arising from such Request, but after such notification he must accept the transfer. When the employee has registered more than one Request for Transfer all the remaining 27/8

applications by such employee shall be deemed cancelled after one such application has been implemented. A duplicate of each request will be given to the employee. The Company will not be obliged to consider any Request for Transfer if the employee had two transfers as a result of Requests during the calendar year beginning January 1st, or if he has not worked in his present department from which he is seeking transfer for at least twenty (20) working days from the date of his last entry into such department. A Request for Transfer shall remain on file until the end of a current calendar year and will then be returned to the employee with notification that he may re-apply if he wishes. An employee absent from work for any reason will be deemed not available for transfer.

(b)(i) A vacancy shall be deemed not to exist where the increase is due to an employee's absence, illness, injury, leave of absence, or is the result of the assignment of a senior employee during a lay-off.

(c) No action will be taken on a Request for Transfer if it is registered subsequent to another employee having been informed of his assignment to the vacancy or a recall letter has been sent to a laid-off employee.

(d) A successful applicant may be required to wait until the Company can satisfactorily fill the vacancy, if any, being created by his transfer. However, such waiting period shall not exceed twenty (20) working days.

(e) If a vacancy is not filled by means of the procedure set out in the Article 7.11, the Company will fill the vacancy from any source.

(f) Notwithstanding the limitation in 7.11(b) of two (2) transfers per year, an employee transferred to another department due to a reduction in force will be permitted to file a Request for Transfer back to his occupation in the department where he last worked when conditions in both departments permit, provided he has the necessary seniority. If the Com-

pany's requirements are such that he cannot be transferred forthwith, the transfer may be delayed for up to twenty (20) working days. The Company will not be obliged to continue retransfers back through a series of departments but will have discharged this obligation with the initial retransfer.

**7.12 Exceptions and Modifications to the Foregoing
General Provisions Respecting Lay-off, Recall
and Transfers**

(1) Temporary Lay-off — In all cases of temporary lay-off (i.e. up to five **(5)** full regular working days) seniority need not be considered. No employee shall be temporarily laid-off out of seniority pursuant to this Article 7.12 (1) more than two (2) times in any calendar year. The Company will maintain data on temporary lay-offs pursuant to this Article 7.12 (1) and the Company and the Union will meet quarterly to discuss such data.

(2) Notwithstanding the provisions of Articles 7.09, 7.10 and 7.11 hereof, in the event that a vacancy exists at the time of a reduction of force, the Company shall have the right to assign an employee affected by such reduction of force to such vacancy, providing he is qualified.

(3) Seniority shall not apply in the case of an employee assigned, laid-off, or recalled to work during the period of the annual vacation shutdown or inventory shutdown. A laid-off person will not be obliged to return to work during this period.

(4) No employee affected by a reduction of force shall be permitted to displace a junior employee on a line operation where the Company anticipates that the line will cease to operate within ten (10) working days thereafter.

(5)(a) When the Company gives a line notice of completion date due to the phasing out of the order, there shall be no displacement up the line, in the exercise of seniority rights. A copy of such notice will be posted in the department.

(b) During any new order startup production period, seniority need not be followed for a limited period of time not to exceed seven (7) working days. No employee will be laid-off out of seniority for more than ten (10) working days in any calendar year pursuant to Article 7.12 (4) and/or 7.12 (5)(b).

(6) Special Circumstances and Special Skills — Ateach lay-off and recall following lay-off, the Company may designate certain individual employees whose services are required under the special circumstances then existing, and the names of such employees, their occupations and the special circumstances will be furnished to the Union in writing. Such employees may be retained or recalled regardless of seniority. The fact that an employee has been so designated shall not affect his regular seniority standing, and he shall resume same as soon as the special reasons in his case cease to exist. A qualified employee who is bypassed by the Company in the implementation of this Article 7.12 (6) in favour of an employee with less seniority, shall have the right to process a grievance in accordance with the provision of Article 5.05 hereof.

(7) Technical Employees — To enable the Company to keep its products abreast of scientific and technical advance, it is agreed that the Company may from time to time, and without reference to the rules of seniority set out in this contract, employ and utilize a number of technical men or others, not to exceed ten (10) at any one time, as designated by the Company.

(8) Training Course Employees — The Company shall have the right to employ and retain Company training course students and college undergraduates on work regularly performed by bargaining unit employees, without regard to seniority, provided that the total number of such employees at any one time does not exceed ten (10). The Company will notify the union of any employees covered under this section.

(9) A seniority employee, who, due to a physical defect, is certified by the Company doctor as requiring work of a differ-

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ent nature from his regular work for an indefinite period of time will be assigned to any existing vacancy deemed to be suitable by the Company doctor, provided the employee is qualified and has the necessary seniority.

If such a vacancy does not exist, and providing the employee has three (3) years seniority, he will be assigned to work being done by a shorter service employee either in his own or another department provided he is qualified to perform work which is considered suitable by the Company doctor. When it has been established that the employee is to be assigned to displace an employee with less seniority, such assignment may be delayed for a period of up to three (3) days in order to provide for the necessary two (2) day notice of lay-off to the employee with less seniority.

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(10) Non-Bargaining Unit Personnel The Company agrees that except as otherwise permitted in this agreement, personnel of the Company for whom the Union is not by Article III hereof recognized as the bargaining agent, will not perform production work normally done by its employees covered by this agreement, if by doing so, present employees would suffer loss of regularly scheduled working time, except when necessitated by their managerial or other duties, such as:

- (a) instruction or training;
- (b) in the performance of work:during emergencies or during a line start-up; or for the purpose of investigating a line, inspection, experimentation, development and/or obtaining information; when production or equipment difficulties are encountered;
- (c) during periods when regular employees are absent.

(11) When a seniority employee subject to lay-off is to be assigned to another job and thereby will displace an employee with less seniority, the notice of lay-off given to the senior employee shall be deemed to be notice of lay-off given to the employee being displaced by the senior employee.

(12) Leaders/Lead Hands — It is the sole right of the Company to appoint, without regard to seniority, group or section leaders or lead hands. Leaders or lead hands may be discontinued at the discretion of the Company. A leader or lead hand has the combined responsibility of directing the work of a group of employees, including compliance with safe work practices, and performing bargaining unit work. A leader or lead hand does not have authority to discipline or discharge members of the bargaining unit. The terms “leaders” and “lead hand” are used interchangeably.

7.13 Loss of Seniority

An employee shall lose all seniority and service rights if

- (a)** he quits his employment;
- (b)** he is discharged for proper cause;
- (c) (i)** a probationary employee is laid-off for a continuous period of three (3) months,
 - (ii)** a departmental seniority employee is laid-off for a continuous period in excess of one (1) year,
 - (iii)** a plant-wide seniority employee is laid-off for a period in excess of two (2) years,
 - (iv)** A plant-wide seniority employee with more than ten (10) years' seniority is laid-off for a period in excess of three (3) years.
- (d)** a person on lay-off fails to return to work within seven (7) working days after the Company's notice of recall is sent by registered mail or telegram to the last address of the person shown on the Personnel Office records or, if the person within four (4) working days after such notice of recall is so sent fails to notify the Personnel Office of his intention to return to work.

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The foregoing provision may be waived by the Personnel Manager in writing if the person furnishes reasons satisfactory

to the Personnel Manager for such failure on his part. In such cases of waiver, the senior employee with plant-wide seniority will be returned to work within five (5) working days from the date Personnel Manager notified him in writing of such waiver or the employee notified the Company that he is available for work whichever last occurs, provided that work is available at that time in accordance with his seniority in an occupation he is qualified to perform.

It shall be the duty of the employee or laid-off person to notify the Personnel Office promptly, in writing, of any change of address. If an employee or laid-off person should fail to do this, the Company will not be responsible for failure of a notice to reach him and any notice sent by the Company by registered mail to the address which appears on the Company's personnel records, or telephoned to the telephone number which appears on the Company's personnel records, shall be conclusively deemed to have been received by the employee or laid-off person.

(e) If an employee absents himself from work for three (3) consecutive working days without a reason satisfactory to the Personnel Manager.

(f) If an employee fails to return to work promptly after the expiration of any leave granted to him, unless he is excused by the Personnel Manager.

(g) If an employee has been absent for any reason other than lay-off for more than twenty-four (24) consecutive months. However, it is agreed that the Personnel Manager of the Company may make exceptions to this provision after considering all factors of an individual case.

(h) An employee has been given notice of lay-off pursuant to Article 7.09 (2) hereof and the employee fails to work the full period between the notice and the time of lay-off, unless the employee is specifically excused in writing by the Personnel Manager.

The Company agrees, semi-annually, to write to the Union with a list of changes of addresses of which employees have advised the Company.

7.14 A person who is rehired after losing his seniority will be a probationary employee.

7.15 When the Company terminates the employment of a seniority employee on sick leave or workers' compensation, the Company will notify the Union at the same time it notifies the employee.

ARTICLE VIII — SAFETY AND HEALTH

8.01 The Company shall continue its practice of making reasonable provision for the safety and health of its employees at the plant.

8.02 The Company will make available safety equipment to its employees in accordance with and to the extent presently being done.

8.03 Protective Equipment

For seniority employees the Company shall pay fifty percent (50%) of the cost of each pair of safety boots up to a maximum of two (2) pair per contract year and fifty percent (50%) of the cost of gloves provided the employee turns in his old pair of gloves, and one hundred percent (100%) of the cost of one (1) pair of safety prescription glasses **up** to a maximum of seventy-five (\$75.00) dollars.

8.04 The **Company and** the Union agree:

(1) That the Safety Agreement dated March 19, 1979 shall become Appendix "A" to this Agreement except that paragraph 8 thereof shall be deleted and paragraph 4 shall be amended to read as follows:

The Company will continue to consider alternative or additional methods of warning employees of the movement of cars in the plant.

(2) That safety and health is the responsibility of the Company, the Union, and of every employee.

(3) There shall be a monthly plant-wide tour of the plant by a union member of the plant Joint Health and Safety Committee and the Safety Director or his designate on a day to be chosen by the Safety Director and the Union chairman of the Joint Health and Safety Committee.

(4) To continue the Joint Safety and Health Committee comprised of four (4) representatives selected by the Company and four (4) employees selected by the Union and that such Committee will meet on a monthly basis to take up such safety and health matters as may be brought before it by either the Union or the Company and, where appropriate, to make recommendations.

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(5) That time spent by an employee in the performance of his duties during regular working hours as herein contained as a member of the Joint Safety and Health Committee will be compensated by the Company for time so spent.

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(6) That where an employee is working alone in an area, the Company will check on the well-being of the employee at intervals that are reasonable and practicable under the circumstances.

(7) That a person holding a current St. John's Ambulance First Aid Certificate will be in attendance at the plant at all times.

(8) That if a Government Inspector is making an inspection at the plant, the Chairman of the Union's Safety and Health Committee or his designate on the Committee, will accompany the Inspector on his tour and will be compensated for time spent on such inspection.

(9) That if a Coroners' Inquest is held with respect to a fatality sustained by an employee at work, an employee who is subpoenaed by the Coroner to testify at such Inquest shall be given a

leave of absence upon the day or days he testifies and the Company will make up the difference between the amount of witness fee he receives and his base hourly rate of pay exclusive of all premiums.

(10) That the Company will forward copies of current minutes of Safety Meetings to the Chairman of the Union's Safety and Health Committee and to the Recording Secretary of the Union's Health and Safety Committee.

(11) That an employee injured on the job and required to go to a physician's office or the hospital will be provided free transportation by the Company, and where necessary, back to the Company's premises.

(12) That if an employee is injured on the job during regular working hours and as a result of being properly authorized to leave work, does not perform all regularly scheduled working hours of the shift on such day, the Company will make up his pay for his regularly scheduled hours so lost, at his base hourly rate of pay exclusive of premiums.

(13) Chemicals — Upon request of the Union the Company will supply the Union with a breakdown of the chemical composition of the chemical substance or physical agent named in the Union's request together with information on the safe handling and on the effect if exposure occurs, and if the Company does not have such information it will use its best efforts to obtain such information.

ARTICLE IX — HOURS OF WORK AND OVERTIME

9.01 It is hereby expressly understood and agreed that the provisions of this Article IX are for the purpose of computing overtime and shall not be construed to be a guarantee of or limitation upon the hours of work to be done per day or per week or otherwise, nor as a guarantee of working schedules.

9.02 For the purpose of computing overtime, for all employees except those on a continuous trick operation:

(a) the normal work day shall be eight (8) hours worked in a

twenty-four (24) hour period from the time the employee commences work. *≅ 4/4000*

(b) the normal work week shall be composed of forty (40) straight time hours worked in the week which commences at 11:00 p. m. Saturday.

(c) the normally scheduled work days of an employee on leave of absence for Union business pursuant to Article 16.04 hereof shall be counted as having been worked.

(d) the normally scheduled working hours of an employee on temporary lay-off pursuant to Article 7.12 (1) hereof, shall be counted as having been worked.

9.03 For all employees except those on continuous trick operations, overtime shall (subject to 9.07 hereof) be paid only for hours worked in excess of the normal work day or the normal work week as defined in Article 9.02 above.

9.04 A continuous trick operation is one which is normally worked in three shifts of eight (8) hours each in a twenty-four (24) hour period, seven (7) days per week.

9.05 For the purpose of computing overtime for employees engaged on a continuous trick operation, the normal work day shall be eight (8) hours worked in a twenty-four (24) hour period from the time the employee commences work.

9.06 For those employees engaged in continuous trick operations overtime shall be paid only for hours worked in excess of the present normal working hours. Effective October 5, 1978, for those employees engaged in continuous trick operations there shall be a premium of one dollar (\$1.00) paid for each hour worked on Sunday as part of their normal work week. *43110000*

9.07 Work performed in excess of the normal work day or week as defined above in Article 9.02 or in Article 9.05 will not be considered to be overtime if it results from:

- (a) a change in shift or exchange of shifts requested by the employee and consented to by the foreman.
- (b) the application of seniority in a reduction of force.
- (c) the granting of a request for transfer.
- (d) where an employee reports for work on his regular shift and pursuant to the provisions of Article 9.11 hereof is sent home with instructions to report on a later shift.

9.08 An employee shall be paid as follows for overtime hours worked:

- (a) ~~an employee not on incentive~~ will be paid at the rate of one and one-half (1½) times his base hourly rate exclusive of premiums
- (b) an employee on incentive will be paid time and one-half (1½) his incentive earnings for the overtime hours worked.

9.09 In no case will there be a duplication or pyramiding of daily and weekly overtime or any other premium compensation. No employee who has worked overtime in the week will be required to take time off during such week where the sole reason for such time off is to avoid paying overtime.

48/0 **9.10** An employee called in to do emergency work will be paid a minimum of three (3) hours pay for such work at his base hourly rate or the overtime rate, as the case may be. However, when an employee, after leaving the plant at the completion of his shift is notified to report for work two (2) hours or less prior to his regular starting time and he is expected to work through and complete his regular shift, he will be paid only for the hours worked in excess of eight (8) on an overtime basis.

46/04 **9.11** An employee who properly reports for work at the beginning of his regular shift, unless he has been notified in advance not to report, will receive at least four (4) hours work at his straight time base hourly rate or shall be paid for four (4) hours at his straight time base hourly rate, except in cases of

labour disputes, machinery, equipment, power or other utility breakdowns, fire, flood or any other causes, without limitation, beyond the control of the Company. Where an employee reports for work on his regular shift and is sent home with instructions to report on a later shift he shall be paid for two (2) hours subject to the same exceptions and conditions as set forth in this section. An employee, other than an employee who reports for work on his regular shift and is sent home with instructions to report on a later shift, who does not accept available work when offered shall not be entitled to payment for reporting. When an employee has not been working because of illness, leave of absence or any other cause, it shall be his responsibility to arrange with the Company for his return to work at least one (1) but not more than two (2) regular working days prior to the time of his intended return. It is the employee's duty to keep the Personnel Office informed of his correct address and telephone number, and the Company will not be liable for any payment unless such arrangements have been made.

9.12 When overtime is scheduled to be performed by employees in a department, the Company will endeavour as far as practicable to equitably allocate the overtime among qualified employees of the department who presently and normally perform the major or dominant portion of the work required. However, production lines or group operations will not be affected or interfered with. An employee on an individual operation or assignment will not be displaced for overtime occurring at the end of a regular shift. Employees who are absent from work for any reason shall be considered not available for the allocation of overtime. and shall not be entitled to be called in.

It is not the intention of the parties to this agreement that the Company shall be held to an obligation of equal allocation of overtime but is only intended to be a general rule for the guidance of the Company in allocating overtime. An employee who is justifiably aggrieved as a result of the Company's failure

to follow this general rule shall not be entitled to money payment for overtime which has not been allocated to him in the past but shall be entitled to be allocated future overtime to restore him to a relatively equitable position with those other qualified employees in the department who presently and normally perform the operation upon which the aggrieved employee is involved. *44/00028 45/00032*

9.13 A shift premium of twenty-eight cents (28¢) per hour will be paid for hours worked during the second scheduled shift and a shift premium of thirty-two cents (32¢) per hour will be paid for hours worked during the third scheduled shift. The foregoing shift premiums will be paid only to employees who are actually regularly scheduled to work such shifts and the twenty-eight cents (28¢) premium shall not be paid to employees whose work on the first shift continues into the second shift, nor will the thirty-two cents (32¢) premium be paid to employees on the second shift whose work continues into the third shift.

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9.14 There shall be a one-half (1/2) hour unpaid lunch period for employees on one shift and two shift operations. Employees on three shift operations will operate on a continuous “work-through” basis and shall receive an eighteen (18) minute paid lunch period on a staggered basis.

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9.15 (a) An employee shall have added to his pay an allowance of \$4.25 for a meal when he is required to work two (2) hours or more overtime after completion of his regular work day without having received notice of such overtime before reporting for work.

(b) When the supervision estimates that the overtime will involve more than three (3) hours beyond the end of the regular shift, employees will be allowed a supper period of one-half hour for which they will not be paid.

(c) In cases of major breakdowns or other emergency situations it may not always be possible to allow employees a supper period at a specified time. Supervision will be governed by the

circumstances and arrange a supper period, when necessary and if possible, as close to regular eating time as feasible.

ARTICLE X — VACATIONS WITH PAY

10.01 Wherever the term “vacation year” is used in this agreement, it shall mean the year from one July 1st to the following June 30th.

10.02 The Company reserves the right to close the plant for up to three (3) weeks, for vacation purposes, at a time most suitable to the needs of the business, during the period from July 1 to August 31. Except for employees whose services are required by the Company during the shutdown, employees shall take the vacation to which they are entitled, **up** to such three (3) weeks, during the shutdown.

Additional vacation beyond the length of the shutdown for employees entitled thereto must be taken at a time approved by the employees’ general foreman but shall be taken between January 1 and November 30 — (i.e.) prior to December 1 — of the year in which they become entitled thereto.

10.03 This vacation plan shall not change vacation service credits compiled on the basis of the former plan. Service for this plan shall be the employee’s seniority as at June 30 and such service shall be considered broken under the provisions of Article 7.13 hereof.

10.04 The employee shall be entitled to an annual vacation in accordance with the following schedule on the basis of his service (i.e. seniority) at June 30 in each year:

- One year service (seniority) but less than five as at June 30 ⁵⁴~~01-02~~
- two weeks;
- Five years of service (seniority) but less than ten years as at ~~05-03~~
- June 30 — threeweeks;
- Ten years of service (seniority) but less than twenty years as ~~10-04~~
- at June 30 — four weeks;
- Twenty years of service (seniority) but less than twenty-five ~~20-05~~
- years as at June 30 — five weeks;

— Twenty-five years of service (seniority) or more as at June 30 ²⁵⁻¹ six weeks.

10.05 Pay for vacation to which the employee is entitled hereunder will be two percent (2%) of wages earned in the vacation year for each week of vacation entitlement.

Employees with less than one year's service as at June 30 shall receive as vacation four percent (~~4%~~) of wages earned, as defined above, at June 30.

10.06 Whenever one of the designated holidays referred to in Article XI hereof occurs during an employee's vacation, he shall, provided he otherwise qualifies pursuant to the provisions of Article XI hereof, receive an extra day's pay but not an extra day's vacation.

10.07 A vacation payment made to an employee under this section shall not be considered as extending the employee's period of service beyond the last day he performed work for the Company.

10.08 Vacation pay for an employee who becomes deceased prior to vacation being taken will be paid to the estate of the deceased employee and will be computed on the basis of his seniority as at his last day worked.

ARTICLE XI — DESIGNATED HOLIDAYS

11.01 An employee who has attained seniority will be paid for the following eleven (11) designated holidays providing he complies with the qualifications hereinafter set forth.

The eleven (11) designated holidays are:

New Years Day	Thanksgiving Day
Good Friday	Day before Christmas
Victoria Day	Christmas Day
Dominion Day	Boxing Day
Civic Holiday	Day before New Years
Labour Day	

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Effective December 1978, one (1) additional designated holiday, a floater, between Christmas and New Year period, to be tied in

consecutively with the other Christmas and New Years days off by mutual agreement between the President of the Local Union and the Personnel Manager.

Heritage Day if declared by Federal Law.

11.02 When a designated holiday occurs on a Saturday or Sunday the parties may by mutual agreement in writing observe such holiday on another day.

11.03 In order to qualify for payment for each of the above designated holidays, the employee must work the full scheduled work day immediately prior to and the full scheduled work day immediately subsequent to the holiday unless specifically excused as follows:

(a) an employee absent for part of the work day on a qualifying day may be allowed under the following conditions:

(i) the employee is absent for part of a qualifying shift because of an emergency or other extenuating circumstance, acceptable to the Personnel Manager, providing such approval is signified by the Personnel Manager in writing.

(ii) unavoidable lateness not in excess of thirty (30) minutes.

(iii) the employee leaves the plant before the end of the shift upon a qualifying day because of illness or accident, if permission in writing has been secured from the plant doctor, nurse, or night shift first aid attendant.

(b) absence for one only of the entire qualifying shifts (i.e. either before or after the holiday) will be allowed under the following conditions:

(i) service as a juror.

(ii) bereavement leave in accordance with the provisions of this agreement.

(iii) emergency or other extenuating circumstances acceptable to the Personnel Manager providing such approval is signified by the Personnel Manager in writing.

(iv) non-compensable sickness or accident providing the employee works one of the four full scheduled work days immediately before the prior qualifying day or one of the four full scheduled work days, immediately after the subsequent qualifying day, as the case may be, depending upon which qualifying day is missed by the employee.

(c) In each of the foregoing exceptions, the employee must within two (2) weeks after the holiday, furnish evidence, satisfactory to the Personnel Manager, of the circumstances surrounding the exception upon which he relies.

11.04 An employee who qualifies for payment for a designated holiday not worked will be paid on the basis of the employee's base rate in effect at the time the holiday occurs, exclusive of all premiums.

37 **11.05 (a)** All work performed by an employee, excluding an employee on a continuous trick operation, on any of the designated holidays, shall be paid for at two (2) times his regular day rate. Such payment shall be in addition to holiday pay for qualifying employees.

(b) All work performed on any of the designated holidays by an employee on a continuous trick operation shall be paid for at two (2) times his regular rate of pay in addition to the holiday pay for a qualifying employee.

(c) Notwithstanding the provisions of 11.05 (a) and (b) hereof, where a regularly scheduled shift starts on the night preceeding a designated holiday and finishes on the holiday, or starts on the night of the designated holiday, such hours of the shift as are worked on the holiday will not be paid for at overtime or premium rates but shall be paid for at the employee's regular rate.

11.06 An otherwise eligible employee, who is scheduled to work on one of the designated holidays but does not report for work and work as scheduled, shall forfeit his holiday pay for that particular holiday, unless he is able to provide a reason satisfactory to the Personnel Manager for such failure.

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ARTICLE XII — BEREAVEMENT

12.01 (a) When death occurs in a seniority employee's immediate family (i.e. current spouse, parent, parent of the current spouse, child, brother or sister of the employee), the employee, on request, will be excused for a period not to exceed three (3) consecutive days (or such fewer days as the employee may be absent) immediately following the date of death, provided he attends the funeral. In any event, the employee shall not be entitled to receive any pay hereunder for any day upon which he would not otherwise have been scheduled to work for the Company. Payment will be based upon the employee's base hourly rate exclusive of premiums.

(b) The Company agrees to grant to seniority employees one (1) day's paid leave for the purpose of attending the funeral in the case of death of the employee's grandparent, brother-in-law, sister-in-law, grandchild. In any event, the employee shall not be entitled to receive any pay hereunder for any day upon which he would not otherwise have been scheduled to work for the Company. Payment will be based upon the employee's base hourly rate exclusive of premiums.

(c) An employee having a death in his immediate family, as defined in Article 12.01 (a), who is unable to attend the funeral because of distance will be granted one day (1) off on the date of the funeral with pay provided it is a working day and provided satisfactory evidence is submitted to the Personnel Manager.

12.02 Pallbearer— A seniority employee called upon to act as a pallbearer will be paid at his base hourly rate exclusive of premiums for the time involved, up to a maximum of four (4) hours, provided he obtains his foreman's authorization in advance.

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ARTICLE XIII — JURYDUTY

13.01 Each employee who is summoned to and reports for Jury duty, as prescribed by applicable law (subject to the eligibility requirements set out below), shall be paid by the Company the

difference between the employee's regular base rate exclusive of premiums for the number of hours up to eight (8) that he otherwise would have been scheduled to work and the daily jury duty fee paid by the court (not including travelling allowance or reimbursement of expenses). The Company's obligation to pay an employee for jury duty under this section is limited to a maximum of sixty (60) days in any calendar year, and in order to receive payment under this section, an employee must meet all of the following eligibility requirements:

- (a) the employee shall have given 24 hours notice to the Company that he has been summoned for jury duty;
- (b) the employee shall furnish satisfactory evidence to the Personnel Manager that he reported for and performed jury duty on the days for which he claims payment;
- (c) the employee would otherwise have been scheduled to work for the Company on the day or days for which he claims payment.

ARTICLE XIV — TUITION PARTICIPATION PLAN

 **14.01** It is the Company's policy to assist and encourage employees to advance themselves by further education. Accordingly, the Company will pay one and one half (1½) of the tuition fee of any seniority employee who satisfactorily completes any course first approved by the Company as related to such employee's work. Employees seeking approval of a course will discuss such course with the Personnel Manager.

ARTICLE XV — NOTICES

15.01 The Company agrees to erect a glass-covered and locked bulletin board in each department for the sole use of the Union for union notices announcing union meetings or social events, subject to the following conditions:

- (a) such notices shall first require the stamped approval of the Personnel Manager prior to posting;

(b) no change shall be made in any such notice, either by the Company or by the Union, after it has received the stamped approval of the Personnel Manager.

15.02 The Union will not distribute or post or cause or permit to be distributed or posted on the property of the Company, for or on its behalf, any pamphlets, advertising or political matter, cards, notices, or other kinds of literature except with the written permission of the Personnel Manager.

ARTICLE XVI — LEAVE OF ABSENCE

16.01 Request for leave of absence must be made through the Personnel Manager and if granted for a period of more than five (5) working days will be in writing. A leave of absence, except as otherwise provided herein, shall be permissive only, and shall be understood to mean an absence from work, requested in writing by the employee on the form provided for such purpose and consented to in writing by the Personnel Manager, covering a permitted period of time for personal reasons. Leave of absence will not be granted to accept other employment of any kind. Leave of absence shall be permissive only and shall be without pay or any other form of compensation. The Company agrees, as a matter of policy, to attempt to grant leave of absence for personal reasons to employees with plant-wide seniority, if it is practical to do so.

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16.02 Should an employee's leave of absence extend beyond the period of time for which the Company has agreed under the terms of this agreement to pay his benefit premiums, the employee shall be responsible for pre-paying such premium to the Company for the remaining period of time for which he will be absent on such leave of absence.

16.03 Normally, a leave of absence will not be granted for period in excess of three months.

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16.04 The Company will grant leave of absence to not more than five (5) seniority employees at the same time for legitimate union business, such as convention delegates. The foregoing,

however, is subject to the limitation that such leave of absence may be withheld by the Company if the absence of any such employee will interfere with production. In addition to the foregoing, the Company will grant leave of absence to the steward body for two days per calendar year to attend a union stewards' seminar.

16.05 Whenever an employee is required by the Union to be absent on union business and a leave of absence is required under the provisions of this Article XVI, the employee shall request permission of the Personnel Manager for such leave of absence at least three (3) days in advance of the leave of absence.

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16.06 The maternity leave provisions of the *Employment Standards Act* are incorporated into this agreement.

ARTICLE XVII — INSURANCE PLANS

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17.01 (a) The Group Insurance Plan as of October 1, 1970, comprising life insurance, accidental death and dismemberment, and weekly indemnity for payroll seniority employees of National Steel Car Limited, details of which are set out in Appendix "B", shall remain in effect during the life of this agreement subject to the following clauses of this Article XVII.

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(b) Notwithstanding anything to the contrary contained in this Article XVII, as a result of Federal legislation providing for the payment of monies to employees for loss of income on account of sickness or accident, the amount of payment which the employee would be entitled to receive pursuant to this Article XVII, as a result of being prevented from working on account of a non-occupational accident or as a result of sickness, shall be reduced by the amount of money which the employee is eligible to receive pursuant to the afore-said legislation. The purpose hereof is to require the employee to utilize his rights under legislation before claiming weekly indemnity hereunder.

(c) If the employee's eligibility under legislation is for less than \$287.00 per week, the weekly indemnity plan

74/ 9010/1987 281 201B
9110/1989 294 1989

hereunder would pay the difference between the amount for which the employee is eligible and \$287.00 per week. In other words, the employee eligible for weekly indemnity hereunder would not receive less than \$287.00 per week. Effective October 1, 1991 the previous \$287.00 will be changed to \$294.00. ✓

(d) The weekly indemnity plan hereunder shall continue to provide up to fifty-two (52) weeks of payment and, therefore, the employee shall have protection for fifty-two (52) weeks plus the additional weeks provided by legislation. In other words, the fifty-two (52) weeks provided for herein remains constant and is not reduced by the number of weeks the employee is paid under legislation.

(e) If, as a result of claiming sick benefit pay under the legislation, an employee is, during his lay-off, deprived of Unemployment Insurance payments for a period for which he would have been entitled for such payments, had he not claimed sick pay benefits under the legislation, the weekly indemnity plan will provide for payment of weekly indemnity to such employee for such remaining part of his lay-off as he would have been entitled to Unemployment Insurance payments had he not used up such entitlement as a sickness claim.

(f) In the event that the government of the Province of Ontario enacts legislation providing for the payment of monies to employees for loss of income on account of sickness or accident other than sickness or accident arising out of and in the course of their employment, in place of the Federal legislation herein referred to covering that same subject, the parties hereto agree that the provisions of this Article 17.01 shall apply in a like manner.

17.02 When an employee, covered by the Plan or a part of it, is absent from work because of sickness or other disability which commenced during his active service, the applicable insurance coverage as provided for in Article 17.01 hereof will be con-

tinued by the Company for the employee and his eligible dependents for a period of twelve (12) months from the first of the month following the month in which the disability begins or for the term of the disability, whichever is the shorter.

If a second period of sickness or disability occurs and is unrelated to the previous sickness or disability or is separate from it by three (3) months or more of active Company service, the second disability will be considered a new disability and the applicable insurance coverage provided for in Article 17.01 will again be continued by the Company for the employee and his eligible dependents for a period of twelve (12) months from the first of the month following the month in which the second disability begins, or for the term of the second disability, whichever is the shorter.

17.03 (a) In the case of an employee's absence while suspended, laid-off on account of no work, or for an authorized leave of absence, the Company will continue to pay the necessary payments to continue the applicable insurance coverage provided for in Article 17.01 for a seniority employee and his eligible dependents for one (1) month following the month in which the employee last performed work for the Company, by paying the monthly premium falling due on the first of the month following the month in which the employee ceased to work for the above reasons.

(b) In the case of a seniority employee being laid-off on account of no work, the Company will pay premiums upon three thousand dollars (\$3,000.00) of life insurance for such seniority employee for twelve (12) months commencing the month following the month in which the employee last performed work for the Company provided the former employee retains his status as a laid-off person with recall rights pursuant to the provisions of this agreement. If such laid-off employee chooses to pay the premium on the remaining insurance to the extent permitted by the policy, he shall be entitled to do so.

17.04 For a seniority employee with unbroken service returning to work after reinstatement following an absence for reasons referred to in 5.18 and who has maintained his insurance coverage under the Plan by his own contribution during the full period of absence subsequent to the period paid for by the Company, as provided in Article 5.18 (c), the Company will again assume the cost of such applicable insurance coverage, subject to the regulations of the insurance companies and government agencies involved, by paying the first monthly premium falling due subsequent to the employee's return to work. If the employee's insurance coverage required to be maintained by his own contributions has lapsed during his absence, the Company will, upon his return to work, again assume the cost of such applicable coverage for the employee and his eligible dependents from the earliest effective date permitted under the regulations of the respective insurance plan.

17.05 Notwithstanding anything to the contrary contained in this agreement, or in the Group Insurance Plan, Appendix "B", with regard to the coverage provided, such benefits and plans are necessarily qualified in their entirety by reference to the underlying policies or contracts of insurance.

The terms of any contract issued in respect hereof by an insurance agency or governmental agency shall be controlling in all matters pertaining to qualifications of employees for benefits thereunder and in all matters pertaining to the existence and extent of benefits and conditions. Copies of policies and contracts of insurance referred to in Appendix "B" will be given to the Union.

17.06 Medicare

The Company will pay one hundred percent (100%) of the O.H.I.P. premiums for the duration of this agreement.

17.07 In the event of any change in the name or substance of O.H.I.P., references to O.H.I.P. shall be deemed to be deleted from this collective agreement and the name of the new plan shall be deemed to be substituted therefor.

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17.08 (a) The Major Medical Plan shall become part of the Welfare Plan or Group Insurance Plan which is Appendix "B" of this agreement. For purposes of administration, each contract year shall be deemed to be a year under the Plan. ~~201F~~
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(b) **Drug Plan** — The company will continue, for seniority employees, a fully-paid Drug Plan in which the employee is reimbursed for all but twenty cents (20¢) of the cost of each prescription. ~~201F~~
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(c) **Dental Plan** — The company will continue, for seniority employees, a basic Dental Plan with no deductible and no co-insurance, comparable to the Blue Cross Plan No. 7 plus Rider #1. The company will provide the union with a copy of the Plan and will provide employees with a summary of the Plan. The Company agrees to pay the Ontario Dental Association Schedule of Fees in accordance with the following:

- ✓ Commencing October 1, 1990 — the 1989 O. D. A. Schedule of Fees. Commencing October 1, 1991 — the 1990 O.D.A. Schedule of Fees.

ARTICLE XVIII — TEMPORARY TRANSFERS

18.01 An employee who is temporarily transferred to a higher rated job shall be paid the rate of the job to which he is transferred. If the rate of the job to which an employee is temporarily transferred, other than as a result of exercising his seniority during a lay-off or at an employee's request, is less than the rate of his regular job he shall be paid the rate of his regular job during the period of such temporary transfer. Where the transfer results from the exercise of seniority during lay-off or as a result of the employee's request, he shall be paid the rate of the job to which he is transferred. Wherever the term "rate" or the like is used in this Article 18.01 it shall be deemed to mean "base rate of the job exclusive of any premiums".

ARTICLE XIX — CHECK OFF OF UNION DUES

19.01 All employees after thirty (30) days continuous

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employment in the bargaining unit will be required, during the term of this agreement, as a condition of continuing employment, to sign an “**authorizaton to deduct union dues**” in the form provided in Article 19.07 hereof.

19.02 All new employees including students hired during the school vacation period who are hired on or after the effective day of this agreement and all present probationary employees, will be required, as a condition of continuing employment, after thirty (30) days continuous employment, to sign an “**authorization to deduct union dues**” form as provided.

19.03 The Company will, at the time of remitting each such payment to the International Secretary-Treasurer of the Union, name the employees from whose pay such payment has been deducted. The Company will at the time of remitting such dues check-off list also furnish a list of employees lost since the last dues deduction indicating why those employees have ceased employment using the following codes: RT — Retired, QU — Quit, T — Terminated, AQ — Loss of Recall Rights, DE — Deceased and TS — Promoted.

19.04 Company agrees that it will deduct from the earnings of each employee including students hired during the school vacation period after thirty (30) days continuous employment, pursuant to such authorization, in each month, regular weekly union dues in the amount certified by the Union to the Company to be currently in effect according to the union’s constitution.

19.05 In order that the Company may have definite instructions as to what amounts are to be deducted for the above purpose, it is agreed that the Union shall promptly notify the Company in writing, over the signature of the International Secretary-Treasurer, of the amount of the deduction to be made by the Company for regular weekly union dues, and the Company shall have the right to continue to rely on such written notification until it receives other written notification from the Union signed with the same formality.

19.06 The Company in making the aforesaid deductions shall have the right to rely upon the signed authorization cards in its possession or furnished to it. The Union agrees to defend and hold the Company completely harmless against all claims, demands and expenses, should any person at any time contend or claim that the Company has acted wrongfully or illegally in making such check off deductions.

19.07 The following shall be the form of the “authorization to deduct union dues”:

Date _____

TO: NATIONAL STEEL CAR LIMITED
Hamilton, Ontario

I hereby authorize the company to deduct regular weekly union dues (exclusive of initiation fees and assessments) in the amount currently in effect according to the union’s constitution, from my wages earned, and to remit same to the International Secretary-Treasurer, United Steelworkers of America.

WITNESS:

Company Representative

Signature of Employee

or

Union Representative

Address

Clock No. _____ Dept. _____

ARTICLE XX — AMENDMENTS TO THE AGREEMENT

20.01 Amendments may be made to this agreement at any time during the life hereof by the mutual agreement of the parties hereto. Such amendments, however, shall be in writing and effective only when signed by both parties, with the same formality as its agreement.

ARTICLE XXI — COPIES OF AGREEMENT

21.01 The Company and the Union desire every employee to be familiar with the provisions of this agreement and his rights and obligations under it. Therefore, the Company and the Union agree to share (50/50) the cost of printing this agreement. In addition the Company will furnish each employee with a copy of the following:

- (a) Pension Plan booklet
- (b) Dental Plan booklet
- (c) Group Insurance Plan booklet including Extended Health Care, Drug Plan, Group Life Insurance, Accidental Death and Dismemberment and Weekly Indemnity Benefits

The Company will also supply copies of the actual plans of insurance to the Union. In addition, the Company will notify the Union, in writing, of any amendments to such plans after the Company has been given notice in writing of such amendments by the insurance carrier.

ARTICLE XXII — WAGES & C.O.L.A.

22.01 The wages set out in Schedule "A" attached hereto shall be in effect during the life of this Agreement. The parties recognize that as a result of negotiations Schedule "A" reflects the following changes:

- (a) Effective October 5, 1990, across-the-board increase of thirty-five cents (35¢) per hour.
- (b) Effective October 5, 1991, across-the-board increase of thirty cents (30¢) per hour.

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(c) Cost of Living Allowance:

Effective October 5, 1990 the C.O.L.A. of twenty-five cents (25¢) per hour will be folded into the base rate.

There shall be a Cost of Living Allowance based on a formula of one cent (1¢) increase for each .3 increase in the Consumer Price Index (1971 = 100 base), calculated quarterly without ceiling. The allowance shall be paid as follows:

Effective on the payment date shown below following the release of the Consumer Price Index (1971 = 100 base) for each of the following months, when compared to the Consumer Price Index (1971 = 100 base) for each respective months as shown below, for each .3 increase, a Cost of Living Allowance of one cent (1¢) per hour will be paid:

1991

(i) December 1990, compared to September 1990 (payment date — January 1, 1991)

(ii) March 1991, compared to December 1990 (payment date — April 1, 1991)

(iii) June 1991, compared to March 1991 (payment date — July 1, 1991)

1992

(i) December 1991, compared to September 1991 (payment date — January 1, 1992)

(ii) March 1992, compared to December 1991 (payment date — April 1, 1992)

(iii) June 1992, compared to March 1992 (payment date — July 1, 1992)

Such allowance shall be treated as an “**add-on**” and shall not be incorporated into the wage scale. Such allowance shall be paid for each hour worked and shall not be paid for time not worked nor shall it be used in the calculation of overtime. The Cost of Living Allowance shall be contingent upon the continuance of

the availability of the relevant monthly Statistics Canada Consumer Price Index calculated on the basis of Index (1971 = 100 base). No adjustment retroactive or otherwise shall be made due to any revision which may be made in the Index by Statistics Canada during the term of this agreement.

For each adjustment during the three (3) three-month periods in each year in which an increase in the Cost of Living Allowance shall be required according to the foregoing, the amount of the increase so required each three-month period shall be reduced by one cent (1¢) up to a maximum reduction during this contract of six cents (6¢).

Any decreases in the Cost of Living Allowance calculated from comparisons of the Consumer Price Indices in any of the quarterly periods specified above shall reduce the net accumulated Cost of Living Allowance provided for above.

Continuance of the Cost of Living Allowance be contingent upon the availability of the Index in its present form and calculated on the same basis as the Index for October, 1989, unless otherwise agreed upon by the parties. If Statistics Canada changes the form or the basis of calculating the Index, the parties agree to request Statistics Canada to make available, for the life of this agreement, a monthly Index in its present form and calculated on the same basis as the Index for October, 1989.

There shall be a trigger in each contract year so that there is no C.O.L.A. payment in a year until the amount of C.O.L.A. generated by the formula exceeds twenty-five cents (25¢) for such year. In such case the C.O.L.A. payment will be the amount of C.O.L.A. in excess of twenty-five cents (25¢) for such contract year. This clause expires with the expiry of the agreement.

ARTICLE XXIII — DURATION

23.01 This agreement shall become effective on the 6th day of October 1990, and shall remain in full force and effect and shall not be reopenable, save and except as otherwise herein expressly

provided, until the 5th day of October 1992, and shall continue automatically thereafter during annual periods of one year each, unless either party notifies the other party in writing as provided for in clause 23.02 hereof of its desire to negotiate amendments to this agreement.

23.02 Notice that amendments are required shall only be given during the period of not more than ninety (90) days and not less than thirty (30) days prior to the 5th day of October 1992, or during similar annual periods thereafter. If notice of desire to amend this Agreement is given by either party in accordance with the foregoing, the other party agrees to meet for the purpose of negotiation.

23.03 Letters of Understanding

(i) ARTICLE X — VACATIONS

In granting vacation periods, the company will co-operate with employees required to work during the summer vacation shut-down. It must be recognized that most such employees are maintenance employees whose presence is required and that such co-operation must be administered in such a way as to cause no interference with operations.

DATED AT HAMILTON THIS 5th DAY OF OCTOBER, 1990.

NATIONAL STEEL CAR LIMITED

J. H. Theobald
W. S. Sturtevant
Brian Smith
H. R. Bruckner
John Carruzzi

UNITED STEELWORKERS OF AMERICA

[Signature]
Harry Johnson
[Signature]
[Signature]

APPENDIX “A”

IN THE MATTER OF AN INQUEST PURSUANT TO THE
CORONERS’ ACT, 1972 AND AMENDMENTS THERETO:

WITH RESPECT TO AN INQUEST RE: CHARLES LORD,
THIS AGREEMENT IS ENTERED INTO AS OF THE 19th
DAY OF MARCH, 1979

BETWEEN:

NATIONAL STEEL CAR LIMITED

(hereinafter referred to as the “Company”)

— AND —

**THE UNITED STEEL WORKERS OF AMERICA
AND ITS LOCAL 7135**

(hereinafter referred to as the “Union”)

In view of the circumstances surrounding this matter and in view of the desire of both the Company and the Union to take steps to avert a recurrence of this incident, the Company and the Union jointly adopt and agree to the implementation of the following measures in the hope of achieving this objective:

1. Orientation

In addition to the present safety meetings held for new employees and in addition to the showing of the safety film, it is agreed that all newly hired employees, before commencing work, will be given a tour of the plant and have a safety lecture during such tour, provided by the company’s Safety Director or his designate.

2. Accident Procedures

The Company will post up in conspicuous places in the plant, procedures to be followed in case of accident with respect to:

- (i)** getting the employee to First Aid where it appears that the employee can be moved;
- (ii)** calling a Union Safety Representative;

- (iii) calling for an ambulance where necessary;
- (iv) notifying the Ministry of Labour;
- (v) notifying the police where necessary

The senior supervisory person available in the area will be responsible for seeing that the foregoing is done.

3. In all car erection shops, only the lead hand or his supervisor will have authority to order movement of cars either along the line or off the line.

The Company will continue to make sure the line has been cleared before cars are moved in the erection shops.

4. The Company will continue to investigate alternative or additional methods of warning employees of the movement of cars in the plant.

5. In all car erection shops, only a tractor, and not a locomotive, will be used to move a car out of the erection shops.

6. Warning stickers will be placed at numerous locations throughout the plant and a notice will be placed inside the cover of the Plant Rule Book in the following text:

“Employees are warned to expect the movement of trains, engines, or cars at any time, in any location, on any track, in or from any direction.”

7. Adequate supplies of soft blocks for wheels will be provided in all appropriate areas.

8. Directives from the Ministry of Labour will continue to be posted on all bulletin boards and will continue to be discussed at all safety meetings.

9. The Company will continue with its programme of safety meetings.

10. The Company will continue to pay for employees' time and tuition for the St. John's Ambulance Course and I. A. P. A.

Safety Courses and both the Company and the Union will encourage employees to enroll.

11. The Company and the Union recognize that they both have a joint responsibility to see that proper safety procedures are practiced at all levels so that National Steel Car Limited becomes a safer place to work. To this end, there will be renewed efforts made by the union and management personnel to approach safety with an ever-more positive attitude and with a spirit of co-operation.

In this connection, a committee of union safety representatives and management personnel will make in-plant tours on a periodic basis. In addition, meetings of the Area Safety Committees will continue to involve personnel from line management and from the employee body so that a better awareness and practice of safe work habits is developed.

Nothing contained in this agreement shall be construed in such a way as to suggest fault or wrongdoing by either party to this agreement or by any person.

**DATED AT HAMILTON, ONTARIO, THIS 19th DAY OF
MARCH, 1979**

**NATIONAL STEEL CAR
LIMITED**

**UNITED
STEELWORKERS OF
AMERICA AND ITS
LOCAL, 7135**

T. F. Rahilly, Jr.

Fred Sinanan

R. W. Cooke

Michael Skinner

R. M. Lovell

Henry Hynd

SCHEDULE "A"

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	Rate Effective Oct. 5/90	Rate Effective Oct. 5/91
220 — STEEL FABRICATION		
PIECE WORK		
Turret Lathe Operator	14.63	14.93
Engine Lathe	14.36	14.66
Saw & Bearing Press (No.409)	14.36	14.66
Burner — Plasma Arc Tape Cutting.	14.12	14.42
Hammer Operator — 3,000, 4,000, 18,000 lb.	14.04	14.34
Burner — Oxygen Profile Cutting.	13.90	14.20
Tape Punch Operator	13.90	14.20
Press Operator — Brake, Toledo, Bliss	13.90	14.20
Press Operator (Multi-Punch No. 131, 145 148 if on C. Sills if manipulating more than three (3) gags)	13.90	14.20
Operator — Bulldozer, Upsetter, Rolls, Cold Rivet, Hot Rivet, Bradley Hammer.	13.90	14.20
Boring Machine Operator — Webster & Bennett	13.83	14.13
Shear Operator	13.83	14.13
Drills & Thread	13.76	14.06
	14.36	14.66
Millers	13.76	14.06
	14.36	14.66
Adaptor Machinist	13.76	14.06
Gantry Operator — Plasma Arc Tape Cutting	13.76	14.06
Press Operator (e.g.) Copes, Angle Shears, Punch, etc.	13.76	14.06

Burner (Machine or Hand)	13.76	14.06
Cold Saw & Band Saw	13.76	14.06
Marker	13.76	14.06
Nibbler (Mach. No. 55)	13.76	14.06
Trim Press Operator	13.76	14.06
Furnace Man 18,000 lb. Hammer	13.76	14.06
Furnace Man, Drop Hammer	13.76	14.06
Heater (Oil-Fired Furnace)	13.76	14.06
Heat Treat	13.76	14.06
Helper	13.76	14.06
Grinder	13.70	14.00
Rumbler	13.70	14.00

DAY RATE

Burner Layout	14.59	14.89
Press Operator — Straight- ening (SPECIAL RATE)	14.58	14.88
Welder & Layout Man	14.45	14.75
Blacksmith — Gr. I	14.35	14.65
Die Setter — Gr. I	14.30	14.60
Press Helper — Straightening & Rolling (SPECIAL RATE)	14.17	14.47
Blacksmith — Gr. II	14.15	14.45
Die Setter — Gr. II	14.10	14.40
	14.17	14.47
Repair Man (Welder & Burner)	14.10	14.40
Burner (I) Machine — Merit Rated	14.10	14.40
	14.17	14.47
Die Setter — Gr. III	13.97	14.27
Die Setter Helper	13.90	14.20
Helper — Forge	13.90	14.20

220A — STEEL YARD**DAY RATE**

Material Checker (SPECIAL RATE)	14.39	14.69
Material Checker — Grade I	14.17	14.47
	14.24	14.54
Material Checker — Gr. II	14.03	14.33
	14.10	14.40
Material Handler	13.90	14.20

230 —SPECIAL PRODUCTS**PIECE WORK**

Rivetter (Hand)	(P.W.) 13.97	14.27
	(D.R.) 14.34	14.64
Welder — Gr. I or Merit Rated	(P.W.) 13.90	14.20
	(D.R.) 16.27	16.57
Welder — Gr. II	(P.W.) 13.76	14.06
	(D.R.) 14.12	14.42
Welder — Spot	(P.W.) 13.76	14.06
	(D.R.) 14.12	14.42
Burner (Machine or Hand)	(P.W.) 13.76	14.06
	(D.R.) 14.12	14.42
Chipper	(P.W.) 13.76	14.06
	(D.R.) 14.12	14.42
Welder — Stud	(P.W.) 13.70	14.00
	(D.R.) 14.07	14.37
Fitter	(P.W.) 13.70	14.00
	(D.R.) 14.07	14.37
Helper	(P.W.) 13.70	14.00
	(D.R.) 14.07	14.37
Grinder	(P.W.) 13.70	14.00
	(D.R.) 14.07	14.37

DAY RATE

Die Maintenance Welder	16.83	17.13
	16.93	17.23

Jig Construction & Layout —		
Gr. I	16.45	16.75
	16.54	16.84
Jig Construction & Layout —		
Gr. II	14.73	15.03
	14.80	15.10
Hand Welder — Merit Rated	14.17	14.47
Burner (Machine) (Merit		
Rated)	14.10	14.40
	14.17	14.47
Material Handler.	13.90	14.20
240 — WOOD MILL		
PIECE WORK		
Operator — Gr. I —		
Matcher	13.90	14.20
Sticker		
Operator — Gr. II —		
Resaw)	
Shaper)	
Gainer (Bell))	
Multi Boring	13.83	14.13
Double End Tenoners)	
Horizontal Borer)	
Operator — Gr. III —		
Cut Off Saw)	
Rip Saws)	
Planers)	
Single Spindle Borer)	
Trim Saws	13.76	14.06
Router)	
Boring & Plugging)	
Chisel Mortiser)	
Jointer)	
Band Saw)	
All Other Machines)	
Helper	13.70	14.00

DAY RATE

Carpenter — Gr. I	16.30	16.60
	16.45	16.75
Set Up & Saw Filer (Wood Mill)	14.30	14.60
	14.45	14.75
Form Maker	14.30	14.60
	14.45	14.75
Plug Knot Holes — Operator (SPECIAL RATE)	14.29	14.59
Plug Knot Holes — Helper (SPECIAL RATE)	14.22	14.52
Carpenter — Gr. II	14.10	14.40
	14.17	14.47
Carpenter (Rough)	13.97	14.27
	14.03	14.33

255 — WHEEL & AXLE**PIECE WORK**

Operator —		
Axle Lathe)	
Wheel Boring Mill)	
Wheel Press	14.43	14.73
Roller Bearing Press)	
Centreless Grinder)	
Operator — Radial Drill	14.36	14.66
Helper	13.70	14.00

DAY RATE

Material Handler	13.90	14.20
Wheel Roller	14.03	14.33

260 — TRUCK SHOP**PIECE WORK**

Rivetter (Hand)	13.90	14.20
Welder — Gr. I	13.90	14.20
Welder — Gr. II	13.76	14.06
Bucker (Rivets)	13.76	14.06
Fitter	13.70	14.00

Heater (Rivet) Gas or Electric.....	13.63	13.93
270 — STEEL CONSTRUCTION		
PIECE WORK		
Welding Robot Operator	14.12	14.42
Welder — Automatic Operator	14.07	14.37
Welder — Gr. I (Hopper Car Torsion Box)	13.95	14.25
Rivetter (Hand)	13.90	14.20
	13.97	14.27
Working Utility Man	13.90	14.20
Welder — Gr. I	13.90	14.20 ✓
Welder — Butt or Flash	13.90	14.20
Car Liner	13.90	14.20
Inspector — Gr. I	13.90	14.20
Painter — Gr. I	13.90	14.20
Rivetter (Mechanical)	13.83	14.13
Automatic Nailing Machine Operator	13.83	14.13
Welder — Gr. II (Hopper Car Torsion Box)	13.81	14.11
Bucker (Rivets)	13.76	14.06
Chipper	13.76	14.06
Welder — Gr. II	13.76	14.06
Welder (Spot)	13.76	14.06
Burner (Machine)	13.76	14.06
Burner (Hand)	13.76	14.06
Degrease & Wheelabrator Operator	13.76	14.06
Inspector — Gr. II	13.76	14.06
Painter — Gr. II	13.76	14.06
Paint Dipper	13.76	14.06
Journal Box Lid Assembly	13.76	14.06
Punch Press (Cut Rivets) Mach. No. 155	13.76	14.06
Huck Bolt Operator	13.76	14.06

Rivetter (Aluminum) Small		
Rivets	13.70	14.00
Fitter	13.70	14.00
Reamer	13.70	14.00
Grinder	13.70	14.00
Helper	13.70	14.00
Welder (Stud)	13.70	14.00
Insulation Cutter	13.70	14.00
Heater (Rivet) Gas or Electric	13.63	13.93
Sticker	13.63	13.93

DAY RATE

Jig Construction & Layout —		
Gr. I	16.45	16.75
	16.54	16.84
Jig Construction & Layout —		
Gr. II	14.73	15.03
	14.80	15.10
Welder (Maintenance)	14.30	14.60
	14.45	14.75
Jig Construction & Repairs	14.10	14.40
Material Chaser	14.10	14.40
Welder — Merit Rated	14.08	14.38
	14.17	14.47
Burner (Machine or Hand) Gr. I		
(Merit Rated)	14.01	14.31
	14.08	14.38
Load & Block (Car Doors		
& Ends)	13.97	14.27
Material Handler	13.90	14.20
Welder (MIG ONLY)	13.90	14.20
Load & Block — Helper	13.90	14.20

290 — SHOTBLAST

PIECE WORK

Shotblaster	13.97	14.27
	14.04	14.34
Helper	13.70	14.00

330 — EQUIPMENT**PIECE WORK**

Pipe Welder	14.50	14.80
Pipethreader	14.43	14.73
	14.50	14.80
Pipefitter — Gr. I	14.43	14.73
	14.50	14.80
Pipefitter — Gr. II	14.36	14.66
Helper	13.70	14.00

DAY RATE

Pipe Bender	15.61	15.91 ✓
Pipefitter (Merit Rated)	14.77	15.07
	14.84	15.14
Material Chaser	14.10	14.40
Material Handler	13.90	14.20

340 — PAINT SHOP**PIECE WORK**

Spray Painter (Enclosed Hopper)	14.64	14.94
Car Stenciller	13.90	14.20
Painter — Gr. I	13.90	14.20
Caulker — Gr. I	13.90	14.20
Painter — Gr. II	13.76	14.06
A.C.I. Stencil	13.76	14.06
Caulker — Gr. II	13.76	14.06
Helper	13.70	14.00
Rubber	13.70	14.00
Buffer	13.70	14.00
Grinder	13.70	14.00
Painter (Dip)	13.70	14.00

DAY RATE

Layout Stencil Cutter	15.62	15.92
Equip, Repair & Paint Store Attendant	14.90	15.20
	14.97	15.27
Stencil Cutter	14.63	14.93
	14.70	15.00

Layout the Work (Dip Shop)	14.24	14.54
Painter (Merit Rated).	14.17	14.47
Painter (Dip Shop) (If P.W. not available)	14.10	14.40
Maint. Painter (Swing Stage).	14.10	14.40
Attendant (Weigh Scales)	14.03	14.33
Car Puller	13.97	14.27
Helper (Paint Store).	13.90	14.20
Steam Jenny Operator.	13.82	14.12

363 — CASTING YARD

DAY RATE

Lift Truck — Mechanical Repair	16.56	16.86
	16.64	16.94
Checker	14.57	14.87
	14.64	14.94
Lift Truck Operator	14.57	14.87
Truck Driver	13.97	14.27
Load & Block (Car Doors & Ends)	13.97	14.27
Material Handler.	13.90	14.20

511 — GENERAL STORES, TRUCKS

DAY RATE

Checker	14.57	14.87
	14.64	14.94
Stockkeeper.	14.03	14.33
	14.10	14.40
Truck Driver	13.97	14.27
Attendant — Stores.	13.90	14.20
Material Handler.	13.90	14.20

512 — JANITORS & SWEEPERS

DAY RATE

Car Maintenance.	14.03	14.33
Truck Driver	13.97	14.27
Janitor — Stockkeeper	13.90	14.20
Labourer	13.83	14.13

Janitor	<i>Base</i> 13.76	14.06 ✓
Sweeper	13.76	14.06
513 — TOOL ROOM		
DAY RATE		
Pneumatic Repairs.	14.90	15.20
	14.97	15.27
Electric Repairs	14.90	15.20
	14.97	15.27
Gauge Repair Man	14.83	15.13
	14.90	15.20
Tool Grinder.....	14.77	15.07
	14.84	15.14
Safety Equipment — Maint. & Repair	14.70	15.00
General Repairs.	14.57	14.87
Wicket Man.....	13.90	14.20
514 — INSPECTION		
DAY RATE		
Inspector — Gr. I	15.26	15.56
	15.34	15.64
Inspector — Gr. II	14.24	14.54
	14.30	14.60
Inspector — Gr. III.....	13.97	14.27
601 — DIE SHOP		
DAY RATE		
Die Sinker — Gr. I	16.93	17.23 ✓
	17.03	17.33
Tool Maker — Gr. I	16.83	17.13
	16.93	17.23
Tool Maker — Gr. II	16.73	17.03
	16.83	17.13
Lead Hand Machinist	16.73	17.03
Heat Treater (Merit Rated)	16.64	16.94
Tool Maker — Gr. III	16.56	16.86
	16.64	16.94

Machinist — Gr. I	16.56	16.86
	16.64	16.94
Lathe Operator — Numerical		
Control	16.25	16.55
Heat Treater — Gr. I	16.45	16.75
	16.54	16.84
Lathe. Planer. etc. — Gr. I	16.30	16.60
	16.45	16.75
Machinist — Gr. II	16.24	16.54
	16.30	16.60
Bench Hand — Gr. I	16.24	16.54
	16.30	16.60
Lathe. Planer. etc. — Gr. II	14.77	15.07
	14.84	15.14
Heat Treater — Gr. II	14.77	15.07
	14.84	15.14
Die Storage Checker & Crane		
Operator	14.70	15.00
Bench Hand — Gr. II	14.70	15.00
	14.77	15.07
Machinist — Gr. III	14.63	14.93
	14.70	15.00
Lathe. Planer. etc. — Gr. III	14.57	14.87
	14.63	14.93
Helper — Heat Treater	13.90	14.20
Trainee: Start	13.70	14.00
6 months	13.95	14.25
12 months	14.20	14.50
18 months	14.45	14.75
24 months	14.70	15.00
30 months	14.95	15.25
36 months	15.24	15.54
	15.30	15.60

602 — PATTERN SHOP

DAY RATE

Checker — Template	16.83	17.13
------------------------------	-------	-------

Pattern & Template Maker	16.74	17.04
	16.83	17.13
Template Maker — Gr. I	16.64	16.94
	16.73	17.03
Template Maker — Gr. II.....	16.45	16.75
	16.54	16.84
Template Maker — Gr. III.....	14.70	15.00
	14.77	15.07
Checker — Template Storage	14.57	14.87
Wicketman — Template Storage.....	14.43	14.73

603 — POWER PLANT

DAY RATE

Stationary Engineer — 3rd Class	16.30	16.60
	16.45	16.75
Stationary Engineer — 4th Class	14.70	15.00
Fireman — No Papers	14.50	14.80
Oiler & Compressor Operator.....	14.50	14.80
Boiler Washer	14.50	14.80

605 — YARDMASTER, TRACK REPAIR

DAY RATE

Working Lead Hand	14.10	14.40
Track Repair (Merit Rated).....	13.97	14.27
Labourer — (Track Repair)	13.90	14.20

606 — LOCO & LOCO CRANES

DAY RATE

Locomotive Engineer — Radio Control	14.87	15.17
Locomotive Engineer	14.77	15.07
Conductor	14.77	15.07
Switchman.....	14.70	15.00
Checker.....	14.57	14.87
	14.64	14.94

LOCO — CRANE

Derrick Operator.....	15.54	15.84
	15.69	15.99
Engineer	14.90	15.20
	15.05	15.35
Hook-On.....	13.97	14.27

607 — CRANES**DAY RATE**

Crane Operator (Remote Control Double Hoist — Steel Yard).....	14.92	15.22
Radio Control Crane Operator (Spec. Prod.)	14.87	15.17
Crane Operator — Double Hoist	14.87	15.17
Crane Operator (Crane No. 9 & 10 only)	14.84	15.14
Crane Operator	14.70	15.00
	14.77	15.07
Transfer Operator (Car)	14.63	14.93
	14.70	15.00
Lift Truck Operator	14.57	14.87
Craneman Trainee.....	14.00	14.30

608 — HOOK-ONS**DAY RATE**

Transfer Operator (Inside & Outside).....	14.50	14.80
Car Puller (Wood Car)	13.97	14.27
Hook-On (Crane)	13.90	14.20

610 — ELECTRICAL**DAY RATE**

Robotic and C.N.C. Repairs	16.93	17.23
Electronic Electrician (Maint.) — Gr. I	16.83	17.13
Electrician — Gr. I	16.64	16.94
	16.73	17.03
Electrician — Gr. II	16.30	16.60
	16.45	16.75

Electric Motor Winder & Repairs	16.30	16.60
	16.45	16.75
Electrician — Gr. III	14.03	14.33
	14.10	14.40
Oiler	13.97	14.27
	14.03	14.33
Helper	13.90	14.20

610 — MILLWRIGHTS

DAY RATE

Millwright — Gr. I	16.56	16.86
	16.64	16.94
Millwright — Gr. II	16.30	16.60
	16.45	16.75
Bricklayer — 1st Class.....	16.30	16.60
	16.45	16.75
Carpenter (Maint.) — Gr. I.....	16.30	16.60
	16.45	16.75
Carpenter (Maint.) — Gr. II.....	14.10	14.40
	14.17	14.47
Stock Room Attendant	14.10	14.40
Oiler (Cranes)	14.04	14.34
	14.10	14.40
Millwright — Gr. III	14.03	14.33
	14.10	14.40
Bricklayer — 2nd Class.....	14.03	14.33
	14.10	14.40
Oiler.....	13.97	14.27
	14.03	14.33
Helper	13.90	14.20

610 — PIPEFITTING

DAY RATE

Pipefitter — Gr. I	16.56	16.86
	16.64	16.94
Pipefitter — Gr. II	16.30	16.60
	16.45	16.75

Pipefitter — Gr. III	14.03	14.33
	14.10	14.40
Helper	13.90	14.20
612 — WELDING SERVICES		
DAY RATE		
Instructor	16.80	17.10
	16.96	17.26
Automatic Welding Machine		
Construction & Layout	16.72	17.02
	16.80	17.10
Welding Maintenance — Gr. I	16.56	16.86
	16.64	16.94
Welding Maintenance —		
Gr. II	16.30	16.60
	16.45	16.75
Welding Maintenance —		
Gr. III	14.63	14.93
	14.70	15.00
ALL DEPARTMENTS — LEAD HANDS		
Lead Hand — Grade I	18.22	18.52
Lead Hand — Grade II	17.98	18.28

**LETTERS
OF
UNDERSTANDING**

NATIONAL STEEL CAR
LIMITED

PO BOX 2450, STATION 'A'
HAMILTON, ONTARIO, CANADA
L8N 3J4

TELEPHONE
(416) 544-3311
TELEX 061-8255
FAX
(416) 544-7614

RE: INCENTIVES

50
/
A

Dear sirs:

When the Company establishes a new rate on an incentive operation an employee who feels *such* new rate does not permit him to make incentive *earnings* over day rate, may file with his foreman, on a form provided a request to have his *job* (i.e., the rate) investigated. The Company will furnish the Union with a copy of the employee's request.

If, after such investigation, the employee still feels that the rate does not permit him to make incentive *earnings over* day rate the Company will, on request of the employee, meet with the employee and a Union representative and explain to them *how* the rate was arrived at.

This letter does not form part of the Collective Agreement and shall be neither grievable nor arbitrable.

Copies to: Employee
Supervisor
Steward
Union

DATED AT HAMILTON THIS 5th DAY OF OCTOBER, 1990.

NATIONAL STEEL CAR LIMITED

J. Wilkham
W. Kuchel
Brian Smith
H.R. Brackner
John Carozzi

UNITED STEELWORKERS OF AMERICA

Raymond
Randy Cherrone
Raymond
Valley Hill

12/1
12/9
2/6

PPP 1/5 - 2/9

NATIONAL STEEL CAR LIMITED

P.O. BOX 2450, STATION "A"
HAMILTON, ONTARIO, CANADA
L8N 3J4

TELEPHONE
(416) 544-3311
TELEX 061-8255
FAX
(416) 544-7814

RE: PENSION

4/F

Dear Sirs:

Enclosed herewith please find copy of the Company's Pension Plan. **This** Plan will be kept in effect during the life of the Collective Agreement but shall not be construed to be in any way part of the Collective Agreement.

The Company's Pension Plan will be amended effective October 5, 1990 as follows:

- (i) Basic Pension effective October 5, 1990 - \$ 21.00 *81/2/10*
- (ii) Supplementary Pension effective October 5, 1990 - \$ 21.00 *16/A*
- (iii) Disability Pension - \$ 150.00 minimum per month; *80*
- (iv) 1600 hours credit for 1 years service;
- (v) Early Retirement - age sixty (60)

6/2100

This letter does **not** form part of the Collective Agreement and shall be neither grievable nor arbitrable.

DATED AT HAMILTON THIS 5th DAY OF OCTOBER, 1990.

NATIONAL STEEL CAR LIMITED

UNITED STEELWORKERS OF AMERICA

NATIONAL STEEL GAR
LIMITED

P O BOX 2450, STATION "A"
HAMILTON, ONTARIO, CANADA
L8N 3J4

TELEPHONE
(416) 544-3311
TELEX: 061-8256
FAX
(416) 544-7014

RE: SAFETY PROPOSAL - SEPTEMBER 24, 1981

1. Reorganize the safety structure along the following lines:

LEVEL - 1

8 Departmental Safety Groups to meet each month. Each group will consist of the Safety Director, Departmental Foremen, Supervision and Lead Hands, a Departmental Safety Captain selected by the Union, and a minimum of 4 employees. Supervision are encouraged to attend *the* Departmental Safety Meeting each month, but must attend meetings every other month. Rotation of employee attendance is encouraged to ensure that all employees have an equal opportunity to attend. On a day to day basis the employee shall immediately bring any safety matter to the attention of his departmental supervision. If *the* matter is not resolved within a reasonable amount of time the employe will bring the matter to the attention of *the* Group Safety Captain who will take it up with the appropriate supervisor or foreman.

LWEI - 2

The 8,04 (4) Joint Safety & Health Committee will be the top committee, deal with safety policy items.

LEVEL - 3

Staff Representative and Plant Manager meet as necessary to discuss unresolved safety matters.

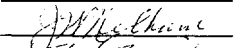
2. The foregoing will be set out in a letter which will not be part of the collective agreement and which *can* be terminated by either party if it is not working satisfactorily. Both parties commit themselves to ~~make~~ every reasonable effort to ~~make~~ it work in a constructive, co-operative, non-adversarial manner.

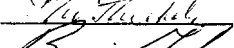
This letter does not form part of the Collective Agreement and shall be neither grievable nor arbitrable.


DATED AT HAMILTON THIS 5th DAY OF OCTOBER, 1990.

NATIONAL STEEL GAR LIMITED

UNITED STEELWORKERS OF AMERICA

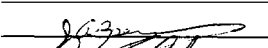


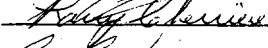


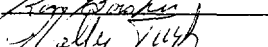


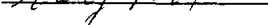
H.R. Bruckner

John Carruzzi









**NATIONAL STEEL CAR
LIMITED**

PO BOX 2450, STATION "A"
HAMILTON, ONTARIO, CANADA
L8N 3J4

TELEPHONE
(416) 544-3311
TELEX 061-8255
FAX
(416) 544-7614

RE: SKILLED OCCUPATIONS

Dear Sirs:

The Company and *the* Union agree that throughout the life of their Collective Agreement dated the 5th day of October, 1990, the **Company** has the right to increase the rates of any of the skilled occupations notwithstanding anything to the contrary contained in the Collective Agreement.

The term "skilled occupations" shall mean those occupations designated as "skilled occupations" in the Memorandum of Agreement between the parties dated the 25th day of **May**, 1973, amended October 5, 1981, **and** attached.

Any such increase when made shall not be made on an individual employee basis but shall apply throughout the classifications or classification designated. The Company shall notify the Union of such increases by letter prior to installation. The letter of notification shall be signed by the Local Union President. Such increase or increases shall become incorporated in the occupation rate and in Schedule "A" to the Collective Agreement.

This letter does not form part of the Collective Agreement and shall be neither grievable nor arbitrable.

DATED AT HAMILTON THIS 5th DAY OF OCTOBER, 1990.

NATIONAL STEEL CAR LIMITED

J.P. Colthart
W.G. Harkin
Brian Sabin
H.R. Brackner
John Carruzza

UNITED STEELWORKERS OF AMERICA

John
Randy Theriault
Ron Brackner
Pubby

SKILLED OCCUPATIONS

DEPT. 230 - SPECIAL PRODUCTS

Welder - Grade I or Merit Rated (Day Rate)
Die Maintenance Welder
Jig Construction and Layout - Grade I

DEPT. 240 - WOOD MILL

Carpenter - Gr. I

DEPT. 270 - STEEL CONSTRUCTION

Jig Construction & Layout - Grade I

DEPT. 330 - EQUIPMENT

Pipe Bender

DEPT. 340 - PAINT SHOP

Layout Stencil Cutter

DEPT. 363 - CASTING YARD

Lift Truck - Mechanical Repair

DEPT. 601 - DIE SHOP

Die Sinker - Grade I
Tool Maker - Grade I
Tool Maker - Grade II
Lead Hand Machinist
Heat Treater (Merit Rated)
Tool Maker - Grade III
Machinist - Grade I
Heat Treater - Grade I
Lathe, Planer, etc. - Grade I
Machinist - Grade II
Bench Hand - Grade I

DEPT. 602 - PATTERN

Checker-Template
Pattern & Template Maker
Template Maker - Grade I
Template Maker - Grade II

SKILLED OCCUPATIONS (Continued)

DEPT. 603 - POWER HOUSE

Stationary Engineer - 3rd Class

DEPT. 606 - LOCO & LOCO CRANES

Derrick Operator

DEPT. 610 - ELECTRICAL

Robotic and C.N.C. Repairs
Electronic Electrician - Grade I
Electrician - Grade I
Electrician - Grade II
Electric Motor Winder & Repairs

DEPT. 610 - MILLWRIGHTS

Millwright - Grade I
Millwright - Grade II
Bricklayer - 1st Class
Carpenter (Maintenance) - Grade I

DEPT. 610 - PIPEFITTING

Pipefitter - Grade I
Pipefitter - Grade II

DEPT. 612 - WELDING SERVICES

Instructor
Automatic Welding Machine Construction & Layout
Welding Maintenance - Grade I
Welding Maintenance - Grade II

LEAD HANDS - ALL DEPARTMENTS

Lead Hand - Gr. I
Lead Hand - Gr. II

NATIONAL STEEL CAR LIMITED

PO BOX 2450, STATION "A"
HAMILTON, ONTARIO, CANADA
L8N 3J4

TELEPHONE
(416) 544-3311
TELEX 061-8255
FAX
(416) 544-7614

RE: STEWARD REPRESENTATION

Dear Sirs:

Please find below a list of recognized departments and steward representation.

DEPARTMENT	NO. OF STEWARDS	FOREMAN
220 - Steel Fabrication	3	P. Botter (General Foreman)
230 - Special Products	1	A. Lavecchia
240 - Wood Mill	1	J. Laman
255 - Wheel & Axle	1	R. Von Hanke
260 - Truck Shop		
270 - Steel Construction (Fitters)	1	P. Massis (General Foreman)
270 - Steel Construction (Welders)	2	P. Massis (General Foreman)
290 - Shotblast	1	P. Strich (General Foreman)
340 - Paint Shop		
330 - Equipment	1	S. Rosa
363 - Casting Yard		
511 - General Stores		
513 - Tool Room	1	G. Hotrum (Superintendent)
605 - Yardmaster's Track Repairs		
606 - Loco. & Loco. Cranes		
512 - Janitors & Sweepers	1	G. Meilleur (General Foreman)
608 - Hook-Ons		
607 - Cranes	1	G. Meilleur. (General Foreman)

continued

STEWARD REPRESENTATION (continued)

514 - Inspection	1	R. Thomas
601 - Die Shop	1	R. Haslip
602 - Pattern Shop	1	J. Laman
603 - Power House	1	G. Giroux
610 - Electrical	1	L. Dietz
610 - Millwrights	1	E. Hastings
610 - Pipefitting	1	L. Dietz
612 - Welding Services	1	P. Massis (General Foreman)

This letter does not form part of *the* Collective Agreement and shall be neither grievable nor arbitrable.

DATED AT HAMILTON THIS 5th DAY OF OCTOBER, 1990.

NATIONAL STEEL CAR LIMITED

UNITED STEELWORKERS OF AMERICA

J.M. Lachance
G. Thibault
Brian Smith
H.R. Bouchener
John Carozzi

[Signature]
Harry L. Bussie
[Signature]
[Signature]

UNITED STEELWORKERS OF AMERICA

LOCAL 7135

544-3554

NATIONAL STEEL CAR
LIMITED

P.O. BOX 2450, STATION "A"
HAMILTON, ONTARIO, CANADA
L8N 3J4

3/0/90

TELEPHONE
(416) 544-3311
TELEFAX (416) 544-7614
FAX

RE: SUPPLEMENTARY UNEMPLOYMENT BENEFIT

Dear Sirs:

Enclosed herewith please find a copy of *the* Company Supplementary Unemployment Benefit Plan. This Plan will be kept in effect during the life of the Collective Agreement but shall not be construed to be in any way part of the Collective Agreement. Supplementary Unemployment Benefit payment will be \$60.00 per week.

The funding limit shall be increased to three hundred dollars (\$300.00) per employee subject to appropriate regulatory approval.

- (a) Employees with one (1) full year of service up to five (5) years - two (2) weeks of Supplementary Unemployment Benefits
- (b) Employees with five (5) full years of service up to ten (10) years - three (3) weeks of Supplementary Unemployment Benefits
- (c) Employees with ten (10) full years of service up to twenty (20) years - five (5) weeks of Supplementary Unemployment Benefits
- (d) Employees with twenty (20) full years of service and over - Supplementary Unemployment Benefits until fund is depleted

This letter does not form part of the Collective Agreement and shall be neither grievable nor arbitrable.

DATED AT HAMILTON THIS 5th DAY OF OCTOBER, 1990.

NATIONAL STEEL CAR LIMITED

J. McKeown
W. Finkel
Brian Stuber
HR Brydson
John Cannuzzi

UNITED STEELWORKERS OF AMERICA

[Signature]
Larry L. Currier
[Signature]
[Signature]

NATIONAL STEEL GAR
LIMITED

PO BOX 2450 STATION A
HAMILTON, ONTARIO, CANADA
L8N 3J4

TELEPHONE
(416) 544-3311
TELEX 051-8235
FAX
(416) 544-7614

RE: TECHNOLOGICAL CHANGE

Dear Sirs:

In the event the Company makes such major changes in technology so as to require substantially new skills which the affected employees do not possess, the Company will endeavour to meet with the Union at least twenty (20) working days in advance of the change and will provide the Union with the relevant information, including job classifications and approximate number of employees to be affected by such change. The Company will discuss with the Union measures for dealing with the employees affected by such change, including the feasibility of retraining.

A seniority employee displaced by such technological change whose qualifications do not enable him to use his seniority to obtain another job pursuant to Article 7.09 of the Collective Agreement will be offered up to three (3) days training in his department provided suitable employment is available, and if none is available, will be offered up to three (3) days training in another department in the plant.

This letter does not form part of our Collective Agreement and shall be neither grievable nor arbitrable.

DATED AT HAMILTON THIS 5th DAY OF OCTOBER, 1990.

NATIONAL STEEL GAR LIMITED

J.M. Nathan
W. Shindler
Brian Smith
H.R. Bruckner
John Carozzi

UNITED STEELWORKERS OF AMERICA

Jim [unclear]
Larry L. Herron
[unclear]
Mike [unclear]

22
/A

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/D

**NATIONAL STEEL CAR
LIMITED**

P.O BOX 2450, STATION "A"
HAMILTON, ONTARIO, CANADA
L8N 3J4

TELEPHONE
(416) 544-3311
TELEX 061-8255
FAX
(416) 544-7614

RE: WEEKLY INDEMNITY

Dear Sirs:

The Company agrees to administer the Weekly Indemnity programme and to assist an employee who is encountering difficulties in his application for sick benefit under the Unemployment Insurance Act. The Company further agrees that when an employee who is proceeding properly is experiencing difficulty in receiving payment from the Unemployment Insurance Commission, the company will advance funds to the employee, in the amount provided for under the Weekly Indemnity provisions of the Collective Agreement, as a loan, pending satisfactory resolution of the matter. The employee will subsequently pay such money to the Company upon receipt of his Unemployment Insurance payment from the Unemployment Insurance Commission.

This letter does not form part of the Collective Agreement and shall be neither grievable nor arbitrable.

DATED AT HAMILTON THIS 5th DAY OF OCTOBER, 1990.

NATIONAL STEEL CAR LIMITED

J. W. [Signature]
[Signature]
[Signature]
H.R. Bryckner
John Kanawski

UNITED STEELWORKERS OF AMERICA

[Signature]
[Signature]
[Signature]
[Signature]

NATIONAL STEEL CAR
LIMITED

P.O. BOX 2450 STATION A
HAMILTON, ONTARIO, CANADA
L8N 3J4

TELEPHONE
(416) 544-3311
TELEX 091-8255
FAX
(416) 544-7614

RE: TWO (2) SHIFT OPERATIONS

Dear Sirs:

The Company is prepared under present circumstances to alter starting and quitting times to **7:00 a. m. - 3:30 p. m. and 3:30 p. m. - 12:00 midnight.** The Company reserves the right to change the above if it is of the opinion that circumstances require change.

This letter does not form part of the Collective Agreement and shall be neither grievable nor arbitrable.

DATED AT HAMILTON THIS 5th DAY OF OCTOBER, 1990.

NATIONAL STEEL CAR LIMITED

J. McEwan
A. Hechtel
Brian Galt
H.R. Brinkner
John Carruzzi

UNITED STEELWORKERS OF AMERICA

J. G. Galt
Kenny L. Harrison
Ray Brundage
Shelly Mertz

NATIONAL STEEL GAR
LIMITED

P.O. BOX 2450, STATION "A"
HAMILTON, ONTARIO, CANADA
L8N 3J4

TELEPHONE
(416) 544-3311
TELEX 061-4255
FAX
(416) 544-7614

SHIFT ROTATION

Dear Sirs:

This letter will confirm our undertaking given to you during negotiations to implement shift rotation where the work required in a department is duplicated on more than one shift. It is understood that an employee who elects to do so may be permitted to work steadily on the second or third shift.

This letter does not form part of the Collective Agreement and shall be neither grievable nor arbitrable.

DATED AT HAMILTON THIS 5th DAY OF OCTOBER, 1990.

NATIONAL STEEL GAR LIMITED

J. M. Matham
W. J. Nichol
Brian Smith
H. R. Bruckner
John Lanzuzzi

UNITED STEELWORKERS OF AMERICA

J. J. [Signature]
Harry L. Harrison
Ray [Signature]
Hubly [Signature]

NATIONAL STEEL CAR LIMITED

P O BOX 2450 STATION "A"
HAMILTON, ONTARIO, CANADA
L8N 3J4

TELEPHONE
(416) 544-3311
TELEX 061-8295
FAX
(416) 544-7614

The purpose of this letter is to provide for employees who become qualified in accordance with this letter to be eligible for assignment to car repairs in accordance with the lay-off and seniority provisions of the agreement.

RE: SENIORITY AND QUALIFICATIONS

Dear sirs:

1. The Company will maintain a list of welders in Department 270W who are qualified to work on car repairs. The list will be available for review on request.
2. If a welder in Department 270W whose name does not appear on the list of qualified employees and who has at least five (5) years' seniority wishes to satisfy the Company that he is qualified to perform welding work on car repairs, he may so indicate in writing on a list to be provided by the Company.
3. In the event that the Company requires at least six (6) welders to work on car repairs, the Company will assign up to two (2) active employees of the number required who have indicated their interest in writing, on the basis of seniority, to work on car repairs for at least sixteen (16) hours in order to enable the employee to satisfy the Company that he is qualified to perform welding work on car repairs.
4. In the event that an employee after working on car repairs for sixteen (16) hours demonstrates to the satisfaction of the Company that he is qualified to perform welding work on car repairs, the Company will add his name to the list of welders qualified to work on car repairs in the event that such work is required.

SENIORITY AND QUALIFICATIONS (continued)

5. If the Company determines that an employee who has been assigned to work on car repairs to demonstrate his qualifications will not be able to do so within sixteen (16) hours, the Company will remove him from car repairs.
6. An employee may only attempt to demonstrate his qualifications once in each twelve (12) months.

This letter does not form part of the Collective Agreement and shall be neither grievable nor arbitrable.

DATED AT HAMILTON THIS 5th DAY OF OCTOBER, 1990.

NATIONAL STEEL CAR LIMITED

J.W. Pritchard
W. H. ...
Brian ...
H.R. Brackner
John ...

UNITED STEELWORKERS OF AMERICA

[Signature]
Randy ...
[Signature]
Shelly ...

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NATIONAL STEEL CAR LIMITED

544-3311

IF FOR ANY REASON YOU ARE UNABLE
TO REPORT FOR WORK, PLEASE TELEPHONE
THE PERSONNEL OFFICE

8:15 A.M. to 4:00 P.M. — 544-3311, Extension 3060

4:00 P.M. to 8:15 A.M. — 544-3311, Main Gate

UNITED STEELWORKERS OF AMERICA

LOCAL 7135

544-3554

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