

|                   |       |    |    |
|-------------------|-------|----|----|
| SOURCE            | Comp. |    |    |
| EFF.              | 94    | 04 | 26 |
| TERM.             | 96    | 04 | 25 |
| No. OF EMPLOYEES  | 90    |    |    |
| NOMBRE D'EMPLOYÉS | 90    |    |    |

**AGREEMENT**  
 between  
**WASHINGTON MILLS ELECTRO MINERALS CORPORATION**  
 and  
**THE UNITED STEELWORKERS OF AMERICA**  
 Local 4151  
 (Production & Maintenance Unit)  
 April 26, 1994 - April 25, 1996

JUL 18 1996

02310(05)

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AGREEMENT made this 26th day of April, 1994 between:

**WASHINGTON MILLS ELECTRO MINERALS CORPORATION**

Niagara Falls, Ontario (hereinafter called the Employer):

and

The United Steelworkers of America (hereinafter called the Union) on behalf of itself and its Local 4151, Production and Maintenance Unit (hereinafter called the Local Union).

It is desirable to obtain a harmonious relationship between the Company and its employees. Therefore, at all times the Company and its employees will treat one another with proper respect at work.

**ARTICLE 1  
Coverage and Recognition**

**section 1.01**

During the life of this Agreement the Union shall be the sole and exclusive collective bargaining agency for all employees as hereinafter defined for the purpose of bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment.

**Section 1.02**

The term employee as used in this Agreement shall mean all hourly paid employees of the Employer in its plant in the City of Niagara Falls, Ontario. The term employee shall not apply to personnel (except janitors) of the Personnel Office, First Aid Office and General Office nor shall it include any supervisory personnel of the rank of Assistant Foreperson or higher. No hourly jobs shall be changed to a salaried job except by mutual agreement.

**section 1.03**

Forepersons and other supervisory personnel, will, in general, act in a supervisory capacity and will not perform work so as to deprive regular employees of work. Their activities will not be restricted in emergencies, in training of employees, or in development or standardization of processes. For purposes of this Section 1.03, an emergency is defined as Acts of God; fire, flood, loss of power, and other conditions beyond the control of Management.

**section 1.04**

Except when otherwise indicated by the context all references to male or female gender in this Agreement shall be interpreted to include both male and female gender, and the definition of any term herein in the singular shall also include the plural.

**Section 1.05**

Should any of the operations covered by this Agreement be moved within Ontario to a non-union plant or new facilities within 25 miles of the City of Niagara Falls, the Company agrees to grant bargaining rights to the Union for that plant.

**ARTICLE 2**  
**Union Security**

**Section 2.01**

All present employees of the Company in the bargaining unit shall be and remain members of the Union for the duration of the Agreement as a condition of employment, and all new employees in the bargaining unit shall, as a condition of employment and not later than 30 days after being hired become members and remain members for the life of the Agreement, and in either case, the employees shall be required to authorize payment of dues by checkoff as hereinafter provided.

**section 2.02**

The Employer will deduct from the pay of each employee current union dues and initiation fees in accordance with the Union constitution per week upon proper authorization by the employee. Such authorization shall be given the Employer on a properly authorized form to be signed in duplicate by each employee. The Employer shall retain one copy of the form and the Union shall receive the other. The first dues deduction from the pay of a new employee shall be considered as the initiation fee.

The deduction of union dues will be made from wages earned by the employee in the first week. Once each month the Employer shall remit to the International Union Official, duly registered in writing by the Employer, all union dues collected as above. The Union will provide the Company with a receipt for such monies sent.

**ARTICLE 3**  
**Function of Management**

**Section 3.01**

The management of the business of the Employer and the direction of its personnel, including the right to hire, discharge and discipline for proper cause and subject to the terms of this contract are the exclusive responsibility of the Employer. The Employer shall be the exclusive judge of all matters pertaining to the products to be manufactured, the location of plants, the schedules of production and the methods, processes, means and materials to be used, as well as the planning and scheduling of all maintenance work.

**ARTICLE 4**  
**seniority**

**Section 4.01**

General seniority of an employee is the accumulated seniority of the employee subject to the provisions of this Agreement.

**Section 4.02**

- (a) Seniority shall commence to accumulate when an employee has completed a probationary period of ninety (90) calendar days continuous service with the Employer. During this period the employee shall be subject to transfer, demotion, lay-off, or discharge at the sole discretion of the Employer. Upon completing the probationary period the seniority of an employee shall date from the commencement of such period.

- (b) In the case of two or more employees having the same seniority date the Company shall determine their seniority rating on the date of hire which will become effective upon their successful completion of the required probationary period, with notification to the Union President or Chairperson.

#### **Section 4.03**

All provisions of this Agreement pertaining to hours, wages, etc., shall be applicable without discrimination for those employees serving their probationary period, except as noted in Section 4.02 of this Agreement and coverage under the Group Insurance Plan.

#### **Section 4.04**

For the purpose of seniority, the following shall constitute separate units:

- (a) Production Unit
- (b) Maintenance Unit

#### **Section 4.05**

Seniority as defined above shall be broken and the employee shall be removed from the payroll for the following reasons only:

- (a) If the employee voluntarily quits.
- (b) If the employee is discharged for cause and discharge is not reversed through the grievance procedure in this Agreement.
- (c) Failure to report back to work within five (5) days after recall, unless unable to report due to a valid reason, at which time the employee may be granted an additional five (5) days. On temporary jobs which are estimated by the Company to be two weeks or less the person on recall will be so advised and he will not lose any recall rights if he refuses such recall. This estimate will be without prejudice and the person will not have the right of grievance should the estimate be in error.
- (d) An employee who refuses recall in accordance with the provisions of Section 4.05 (c) will be terminated as voluntary quit.
- (e) If the employee accepts employment elsewhere while on a leave of absence for any reason.
- (f) If an employee is absent for a period in excess of 3 consecutive working days without leave, unless he provides a reason satisfactory to the Company.

#### **Section 4.06**

The Employer shall discontinue benefit coverage where an employee does not return to work within 120 days of termination of Long Term Disability coverage, except that an employee with 5 or more years seniority shall be entitled to elect, in writing, at that time either to retain his seniority and receive no benefits or to relinquish his seniority and receive a \$4,000 paid up Life Insurance policy.

#### **Section 4.06**

Employee's seniority will accumulate:

- (a) In the case of an employee having five (5) years or more seniority, for all time lost due to sickness or accident; and in the case of an employee having less than five (5) years seniority, up to one year lost time due to sickness or accident, except as provided for in the Pension Plan for

Hourly Rated Employees of Washington Mills Electro Minerals Corporation

- b) To the extent of all time lost due to sickness or accident accepted as such for compensation by the Workers' Compensation Board.
- (c) Up to six (6) months after an indefinite layoff by reason of work curtailment. This shall apply to those having one (1) year or more seniority.
- (d) In the case of employees who are off work and have been given a leave of absence by the Employer.

#### **Section 4.07**

A Seniority list will be kept up to date by the Employer in the Personnel office and an up to date copy thereof will be posted quarterly and copies will be sent to the Union.

#### **Section 4.08**

- (a) An employee who has been elected or appointed by the Union to attend Union Conventions, or Conferences, will be granted a leave of absence not to exceed two (2) weeks for these purposes. Such leave will be without pay and without loss of seniority. The total number of employees is not to exceed two (2) except in instances of local union business when three (3) employees will be granted a leave. The number of employees granted such leave will not exceed two (2) from either the Production Unit or Maintenance Unit. The appropriate representative of the International Union or the Local Union President will inform the Employer, in writing, of the names of such employees at least two (2) weeks in advance of the commencement of such leave.
- (b) The Employer shall grant an employee with one (1) year of general seniority or more a leave of absence of not more than one (1) year to work in an official capacity for the Union or Local Union. The appropriate Union must request the leave, in writing, and must approve it. The leave may be extended for additional periods, not to exceed one (1) year. Such employee will retain seniority and will accumulate seniority for a period of one (1) year. When the employee returns from such leave, he will displace the least senior employee on the seniority list who is actively employed on whose occupation he is qualified. Employees affected by the foregoing will displace in accordance with Section 5.03.

#### **Section 4.09**

- (a) For the purpose of layoff only, the President, or Chairperson, Vice-president, Financial Secretary, Treasurer, Recording Secretary, and Negotiating Committee shall, during their term of office, head the seniority list.
- (b) The Union shall notify the Employer of the names, departments, and offices held by each such Union Officer and shall promptly notify the Employer of any changes in the names and offices held.

#### **Section 4.10**

The Employer will observe the principle of seniority in the allocation of work within wage grades 1 to 4, inclusive, on a shift, in a department, whenever possible.

## **Section 4.11**

- (a) Employees promoted from the bargaining unit to supervisory positions subsequent to July 28, 1965, shall accumulate seniority.
- (b)
  - 1. Employees promoted from the bargaining unit to supervisory positions after June 26, 1976 shall accumulate seniority for one (1) year, providing they have two (2) years of general seniority.
  - 2. Employees promoted from the bargaining unit to a supervisory position after June 26, 1976 who have less than two (2) years general seniority will accumulate seniority for a period of time equal to one-half (1/2) of their general seniority.
- (c) In the event an employee is returned to the bargaining unit, he shall displace the least senior employee on the plant seniority list, who is actively employed, whose work he can perform, provided his seniority is greater.
- (d) In the event his plant seniority is not sufficient to displace such an employee, he shall take his place on the recall list.
- (e) On return to the bargaining unit he will progress from his entry level by means of the job posting procedure.

## **ARTICLE 5 Lay-off and Recall**

### **Section 5.01**

For the purpose of initial reduction in a seniority unit each of the units set forth in Section 4.04 of Article 4 shall be considered a seniority unit.

### **Section 5.02**

- (a) In case of temporary curtailment for a period of five (5) days or less resulting from a power failure, major machine breakdown, Act of God, or any other reason that substantially affects the production facilities; the employees on the job in which the curtailment occurs will be assigned to available work or if there is no other work available, displace the least senior employee in the department, on the shift, providing he can satisfactorily perform the work of that employee. The least senior employee will be sent home. Not later than the third work day of such temporary curtailment, the least senior employee(s) in the department will be temporarily curtailed, provided the more senior employee(s) can satisfactorily perform the work. No premium pay will be required as the result of the operation of this Section 5.02.
- (b) In case of a temporary curtailment of two days or less because of a lack of work for less serious reasons than in (a) above, the employee on the job in which the curtailment occurs will be assigned to available work or, if there is no other work available, displace the least senior employee in the department, on the shift, provided he can satisfactorily perform the work of that employee. The least senior employee will be sent home.

Section 5.03

Where it becomes necessary to reduce the work force in an occupation the following procedure will apply:

- (a) The least senior employee within the occupation on the basis of plant seniority, will be declared excess.
- (b) The excess employee, on the basis of plant seniority, will displace the least senior employee within his wage rate classification, for whose job he is qualified. If unable to displace an employee in another occupation in his wage rate classification, he will displace on the basis of plant seniority, the least senior employee in the next lower wage rate classification for whose job he is qualified.
- (c) The employee thus displaced will be declared excess. He will then displace as outlined in paragraph (b) above, and this procedure will continue until the reduction is completed.
- (d) Should the least senior employee be in a wage classification five (5) or above, except those listed in (e) below, they will be laid off and the resulting vacancy will be posted in accordance with the provisions of Article 6.
- (e) Should the least senior employee(s) be in a wage classification listed below their job will be posted in accordance with the provisions of Article 6 and the least senior employee(s) will be laid off, if a successful bidder is determined. However, if no successful bidder is determined the least senior employee will remain in the occupation and the next junior employee(s) on the seniority list will be declared excess and will be subject to the provisions of this Article 5.

Following are the occupations referred to in Section 5.03(e) above:

|                                 |                |
|---------------------------------|----------------|
| Pipefitter                      | Instrument Man |
| Electrician                     | Machinist      |
| Welder                          |                |
| Industrial Mechanic(Millwright) |                |
| Mechanic(Industrial Vehicle)    |                |

- (f) For the purpose of this Article 5 only, an employee(s) will be considered qualified in accordance with the following schedule:

| Wage Classification | Qualifying Period    |
|---------------------|----------------------|
| 1 - 6               | No Qualifying Period |
| 7 - 11              | 120 hours            |
| 12 - 14             | 160 hours            |
| 15 - 18             | 240 hours            |
| 19 and above        | 480 hours            |

The above schedule of qualifying periods are minimums and will include only time worked on the job, exclusive of all absences and exclusive of temporary assignments of less than two (2) consecutive hours.

- (g) In the application of the lay-off procedure for purposes of this Article 5 only, employees will have the qualifications to displace without meeting the requirements of Section 5.03 (f) in those occupations as listed below:



**PRODUCTION UNIT**

Incumbent

**IS QUALIFIED AS**

- |    |                         |   |
|----|-------------------------|---|
| 1. | Operate 15MW Furnace    | Operate 3500 KW Furnace or<br>Operate Tilt Furnace<br>Labour 15MW |
| 2. | Operate 3500 KW Furnace | Operate Tilt Furnace  |
| 3. | Operate Tilt Furnace    | Operate 3500 KW Furnace   |

**MAINTENANCE UNIT**

Incumbent

**IS QUALIFIED AS**

- |    |                                  |                       |
|----|----------------------------------|-----------------------|
| 1. | Storekeeper                      | Assistant Storekeeper |
| 2. | Industrial Mechanic (Millwright) | oiler                 |
| 3. | All Maintenance Trades           | Trades Helper         |
| 4. | Electronic/Electrician           | Electrician           |

An employee will establish recall rights to an occupation from which he has actually or theoretically been displaced by the application of the lay-off procedure.

**Section 5.04**

Should an employee at the head of the recall list fail to make good on the job to which he is recalled, he will be laid off, placed again on the recall list, but will not be considered again for the job on which he failed to make good.

**Section 5.05**

- (a) The Employer agrees to give three (3) full working days notice, exclusive of the day of notification on all scheduled lay-offs, or three days pay in lieu of notice.
- (b) At the time that the notice of lay-off is given to the employee(s), a list of the employees affected will also be given to the Union.
- (c) This section does not apply to probationary employees as defined in Section 4.02.

**Section 5.06**

The Employer shall notify the President of the Union of any persons on the recall list whom it fails to locate or who indicates he does not wish to return.

**Section 5.07**

- (a) For purposes of recall to work, an employee will be carried on the recall list subject to the provisions of Section 4.06(c) for a period of 50 percent of the aggregate seniority to which each employee was entitled at the time of his lay-off, provided that at least once in each six months during such time, he notifies the Employer by registered mail that he desires to be retained on the seniority list. There shall be no obligation on the part of the Employer under this Section

to rehire any employee who on physical examination is found not to be physically fit for the job involved, except that if a person was satisfactorily performing the job from which he was laid off and his physical status has not changed, and the job has not changed, he will be entitled to recall to the job from which he was laid off in accordance with the recall provisions of this Agreement.

- (b) The Company will notify, in writing, employees who are being laid-off concerning the necessity of contacting the Company by Registered Mail every six months of their desire to be retained on the Seniority list.

#### **Section 5.08**

Neither the Seniority, nor the layoff and recall section of the Agreement shall apply to any employee who attains the age of 65 years.

#### **Section 5.09**

Persons notified to return to work shall report for work as specified in Section 4.05(c).

### **ARTICLE 6 Job Posting Procedure**

#### **Section 6.01**

In filling vacancies within the bargaining unit seniority will apply after the following factors have been given consideration by Management:

- (a) Qualifications to do the job
- (b) Physical fitness for the job
- (c) No employees shall be disqualified for promotion because of previous lack of experience on the job. The Company shall have the right to establish reasonable pre-requisites for the position(s) of Group Leader, Operate 15MW Furnace, Machinist, Garage Mechanic, Storekeeper, Perform Clerical Work.

#### **Group Leader - Furnace Area - Pre-requisites**

##### **General**

This position is a responsible one which requires skill, extreme use of care, alertness, concentration and requires adherence to safety rules and procedures. The occupation also requires experience and a thorough knowledge of furnacing.

##### **Pre-requisites**

##### **service**

The incumbent will have no recent (1 year) history of disciplinary problems.

##### **Health**

Must possess physical capability to perform various occupations within the furnace department.

##### **Experience**

Must possess a minimum of 3 years experience in the furnace department and be qualified in at least 2

occupations in that department (other than Labour Furnace). The incumbent must also have accumulated a minimum of 2 years furnacing experience. He must also be capable of reading and writing detailed descriptions and information.

### **GARAGE MECHANIC - PRE-REQUISITES**

#### **GENERAL**

This position is a responsible one which requires skill, extreme use of care, alertness, concentration and requires adherence to safety rules and procedures.

#### **REQUISITES**

#### **SERVICE**

The incumbent will have no recent (1 year) history of disciplinary problems.

#### **HEALTH**

Must possess physical capability to perform various duties in the garage.

#### **EXPERIENCE**

Must possess a minimum of 3 years, post apprenticeship, experience with heavy industrial equipment, such as fork lifts and front end loaders. He will also be familiar with hydraulics and propane powered equipment. Must possess an Ontario Certificate of Qualification - Diesel endorsed Class A Mechanic with heavy equipment, fork lift and propane experience.

If a vacancy for a second Garage Mechanic occurs, the Company will consider current employees who are otherwise qualified, but who lack the necessary experience.

### **MACHINIST - PRE-REQUISITES**

#### **GENERAL**

This position is a responsible one which requires skill, extreme use of care, alertness, concentration and requires adherence to safety rules and procedures. The occupation also requires a valid Ontario Certificate of Qualification.

#### **PRE-REQUISITES**

#### **SERVICE**

The incumbent will have no recent (1 year) history of disciplinary problems.

#### **HEALTH**

Must possess physical capability to perform various duties in the Machine Shop.

**EXPERIENCE**

Must possess a minimum of 3 years, post apprenticeship, experience in a similar environment. The incumbent will be able to demonstrate his skills in suitable testing.

If a vacancy for a second Machinist occurs, the Company will consider current employees who are otherwise qualified, but who lack the necessary experience.

**PERFORM CLERICAL WORK - PRE-REQUISITES**

**GENERAL**

This position is a responsible one which requires skill, extreme use of care, alertness, concentration and a familiarity with products shipped, packaging, raw materials received, and regulations regarding exporting.

**PRE-REQUISITES**

**SERVICE**

The incumbent will have no recent (1 year) history of disciplinary problems.

**HEALTH**

Must possess physical capability to perform duties.

**EXPERIENCE**

Must have successfully completed a Company approved program, in-house whenever possible, or have 3 to 5 years recent office and clerical experience, as well as be efficient in written and spoken business English. The incumbent will have a minimum grade 12 education. It is understood that employees presently qualified (July 94), will not be disqualified because they do not possess the required experience and education.

**STOREKEEPER - PRE-REQUISITES**

**GENERAL**

This position is a responsible one which requires skill, extreme use of care, alertness, concentration and a familiarity with items of inventory.

**PRE-REQUISITES**

**SERVICE**

The incumbent will have no recent (1 year) history of disciplinary problems.

**HEALTH**

Must possess physical capability to perform duties.

## **EXPERIENCE**

Must have successfully completed a Company approved program, in-house whenever possible, or have 3 to 5 years recent office and clerical experience, as well as be efficient in written and spoken business English. The incumbent will have a minimum grade 12 education. It is understood that employees presently qualified (July 94), will not be disqualified because they do not possess the required experience and education.

## **OPERATE 15MW FURNACE - PRE-REQUISITES**

### **GENERAL**

This position is a responsible one which requires skill, extreme use of care, alertness, concentration and requires adherence to safety rules and procedures. The occupation also requires experience and a thorough knowledge of furnacing.

### **PRE-REQUISITES**

#### **SERVICE**

The incumbent will have no recent (1 year) history of disciplinary problems.

#### **HEALTH**

Must possess physical capability to perform duties at the furnace. i.e. barring crust and exposure to extreme heat. Must pass an eye examination and depth perception test.

### **EXPERIENCE**

Must possess a minimum of 4 years experience in the furnace department. Must have successfully completed a Company approved program and be capable of reading and writing detailed descriptions and information.

It is understood that incumbents presently qualified as Operate 15MW Furnace will not be disqualified because they do not possess the required experience and education.

#### **Section 6.02**

If a junior employee(s) is declared the successful bidder over a senior employee(s) under the provisions of Section 6.01, above, the senior employee(s) will be entitled, upon request to the Company, to a written statement explaining the reason(s) for their not having been declared the successful bidder.

#### **Section 6.03**

Vacancies other than temporary will be filled by the following procedure:

- (a) the vacancy will be posted plant wide for a period of three (3) full days, exclusive of the day of posting and of Saturday, Sunday, and paid holidays.
- (b) Employees desiring a posted job will complete an application,

in triplicate and the Supervisor will countersign the application. The Employee will place the top two (2) copies of the application in the Job Posting Mail Box, within the bidding period. The top copy of the application will be retained by the Personnel Department; the second copy will be forwarded by the Personnel Department to the Union President; and the third copy will be retained by the Employee.

Employees who wish to withdraw their application(s) may do so by completing an application withdrawal form in triplicate in the Personnel Department within the bidding period.

All Job Postings will be individually numbered.

When more than one job is posted on any one day and employees are eligible to be successful bidders to more than one of the jobs, it is necessary that the employees have indicated the order of preference of Job Posting desired by marking the application "**Choices** No. 1; No. 2; No. 3" etc.

The employee(s) will be assigned to the job of his indicated choice. Failure to indicate "**Choice**" on the application will result in the employee(s) being assigned by the Company to the highest rated job.

- (c) Employees who are off sick will be allowed to make application during the posting period.
- (d) Employees going on vacation, or leave of absence will be allowed to make application in advance or during the posting period for any vacancy that may occur during his absence.
- (e) If there are no applications for a job, or if there are no applicants who can fulfil the requirements, as defined in Section 6.01, the Employer is free to fill the vacancy otherwise, after first giving consideration to employees carried on the recall list, in accordance with Article 5.
- (f) All job vacancies will be posted in accordance with this Article 6, except those vacancies which occur in wage classification 4 and below, the successful bidder will be determined as follows:
  - 1. Three times annually during the scheduled work week immediately following January 1, May 1, and September 1, of each calendar year, employees desiring transfer will make application with their foreperson. Applications will be made in triplicate and one copy will be retained by the employee; one copy will be forwarded to the Union President; one copy will be forwarded to the Personnel Department. The foreperson will attest receipt of each application.
  - 2. The successful bidder will be determined on the basis of seniority and ability to perform the work.
- (g) In the event of a vacancy an employee displaced from the occupation the employee held on a postable job, as described in 5.03 (i) and 6.03 (f) will be recalled and shall return to the occupation providing such vacancy occurs within twelve (12) months of his last being displaced from the occupation. Such recall rights will be lost if the employee obtains another job through the job posting procedure or is laid off from the plant.
- (h) For purposes of Job Posting and recall as per Section 5.03 (i), the posting will designate day or shift assignments.
- (i) The successful bidder to a job occupation will not be allowed to bid on the job vacancy which he created, unless the Employer has failed to post such vacancy within 30 calendar

- days of such bidders vacating the job.
- (j) Successful bidder(s) must complete the following periods for bidding laterally or down:
- Class 1 - 4: None
  - Class 5 - 6: Two (2) months
  - Class 7 -11: Four (4) months
  - Class 12 & up: Six (6) months
- It is understood that an employee may, prior to the completion of the above periods be the successful bidder to a higher rated job.
- (k) Employees will only be permitted to be successful bidders to parallel or lower rated jobs three (3) times per calendar year within their own seniority unit and two (2) times per calendar year between seniority units.

#### **Section 6.04**

- (a) An employee selected by the Employer to fill a vacancy as provided for in Section 6.03 may be allowed a reasonable probationary period not to exceed twenty-one (21) days in which to satisfactorily perform the new job. Employees who fail to satisfactorily perform the new job will be assigned to do such work as is available. The Employer is not required to continue this trial period for the full twenty-one days if at any time during the trial period it is deemed that the employee cannot satisfactorily perform the new job. This twenty-one day period may be extended by mutual agreement by the Company and local Union President or his designate.
- (b) The successful bidder, under Section 6.03 will:
1. For vacancies within the employees own unit, as defined in Section 4.04, the employee will, whenever practical, be assigned to the vacancy within fourteen (14) calendar days, after the bid period is closed.
  2. For vacancies outside the employees own unit as defined in Section 4.04, the employee will, whenever practical, be assigned to the vacancy within fourteen (14) calendar days after the bid period is closed.
  3. When it is not practical to assign employees in the time period defined in 1 and 2 above, the employee will be paid the rate of the job to which they bid, or their current rate, whichever is greater. If such employee is not assigned to their new job, in the time frames described in No. 1 and No. 2 above, he\she will have all time worked beyond those periods, until assigned to the new job, counted as time worked for purposes of bidding only as per Section 6.03(j).

#### **Section 6.05**

For the purposes of this Agreement a vacancy will occur in the following circumstances:

- (a) When an employee already employed on a job leaves the employ of the Employer for any reason and when, in the judgement of the Employer, it is necessary to fill such vacancy.
- (b) When the Employer creates a new job.
- (c) When the Employer creates an additional job in an existing classification.

## ARTICLE 7

### Transfers

#### Section 7.01

Assignment of an employee to a job other than that usually performed by him will be considered as a temporary assignment. Temporary assignments will be made with the following procedure:

- (a) An employee temporarily assigned to a lower rated occupation will continue to receive his standard hourly rate.
- (b) An employee temporarily assigned to a higher rated occupation for one hour or more will be transferred at his standard hourly rate or the standard hourly rate of the job to which transferred, whichever is the higher, subject to the learner rate provisions of Article 8.
- (c) Temporary assignments of two weeks or less will be filled in the following manner:
  - 1. A temporary assignment of a qualified employee into a lower or equal occupation will be filled by the junior employee, in an occupation on the shift and in the department.
  - 2. A temporary assignment of a qualified employee into a higher rated occupation on the same shift will be filled by the most senior qualified employee.
- (d) Temporary assignments to a higher rated occupation on another shift: Employees shall be entitled to file a written statement with the Personnel Department to the effect that they do not wish to be selected for a temporary assignment to a higher rated occupation on another shift. An employee wishing to revoke such a statement must give seven days written notice of revocation to the Personnel Department. In the event that all qualified employees have filed a request not to be temporarily assigned on another shift, or if all agreeable senior employees have been temporarily assigned to other shifts, the junior qualified employees will be assigned in reverse order of seniority. Failing this; if there are no qualified employees the following will apply: A temporary assignment of an employee into a lower or equal rated occupation will be filled by the junior employee in an occupation on the shift and in the department. A temporary assignment of an employee into a higher rated occupation will be filled by the senior employee in an occupation on the shift and in the department.
- (e) Temporary assignments for periods of more than two weeks for the following reasons:

|                  |              |           |       |
|------------------|--------------|-----------|-------|
| Sickness         | Compensation | Vacation  |       |
| Leave of Absence | Accident     | Pregnancy | Leave |

will be filled in the following manner:
  - 1. The most senior employee on the shift in the department on recall will be recalled. If more than one employee is required, the second most senior employee will be recalled and this system will continue until all employees are recalled.
  - 2. If there are no employees on recall on the shift in the department or if all employees have been recalled by (e)(1) above, the temporary assignment will be filled by



Section 7.01(c) above.

- (f) Temporary assignments that are known to last more than four weeks for the following reasons:
- |                  |              |                 |
|------------------|--------------|-----------------|
| Sickness         | Compensation | Vacation        |
| Leave of Absence | Accident     | Pregnancy Leave |
- will be filled in the following manner:
1. The most senior employee who has recall rights under Section 6.03 (g) will be recalled. If more than one employee is required the second most senior employee will be recalled and this system will continue until all employees are recalled.
  2. If there are not employees on recall or if all employees have been recalled by Section 7.01(f) above, the temporary assignment will be filled by Section 7.01(c) above.
- (g) Temporary assignments for periods of more than two weeks and up to a calendar month, because of other reasons, the following will apply:
1. The most senior employee on recall will be recalled. If more than one employee is required the second most senior employee will be recalled and this system will continue until all employees are recalled.
  2. If there are no employees on recall or if all employees have been recalled by (g)(1) above, the temporary assignment will be filled by Section 7.01(c) above.
- (h) A temporary assignment under Section 7.01(g) that extends beyond a calendar month or if a job occupation requires more than two calendar months assignments under Section 7.01(g) in a contract year, employees who have recall rights under Section 6.03(g) will be recalled. If there are no employees on recall the job vacancy will be posted under Section 6.03.
- (i) All temporary assignments under Section 7.01(f) will be made on the Sunday of the work week.
- (j) When an employee is recalled under Section 7.01 (e), (f), or (g) he will re-establish recall rights under Section 6.03(h). If for some reason, an employee is not recalled to his former occupation on the temporary assignment, the application of Section 7.01(e), (f), and (g) will cause such employee's wage rate to be adjusted, if necessary, and he will re-establish his recall date as per Section 7.01 (j), herein.
- (k) When a temporary recall under Section 7.01 (e), (f), or (g) ends, the employee who has been recalled will be reduced to the job he held when he was recalled.
- (l) The Company shall not be liable for failure to post a vacancy or use the recall list where a temporary assignment is of a longer duration than the Company reasonably believed it would be. The Company agrees that upon receiving notification that the temporary assignment will be of a longer duration than originally anticipated it will use the recall list.

## **Section 7.02**

- (a) An employee permanently transferred to another occupation as a result of the job posting procedure in Article 6 of this Agreement, will receive the standard hourly rate of the job,

- subject to the learner rate provisions of Article 8.
- (b) For purposes of determining actual time worked in an occupation under Section 7.02(a) time worked on temporary assignments to such occupation for a period of two consecutive hours or more during a work week as defined in Section 9.07, during a 12 month period immediately preceding the end of a temporary assignment will be counted as actual time worked. Time worked prior to April 26, 1970 will not be counted as actual time worked.
  - (c) All rate changes at time of transfer as provided in this Section will become effective at the time of transfer.

## **ARTICLE 8**

### **Rates of Pay**

#### **Section 8.01**

- (a) An index for job descriptions including job title, job number and appropriate job class for each is entitled Exhibit "A" and attached hereto as part of this Agreement.
- (b) A schedule of wage classifications showing the job class and the standard hourly rate for each job class is entitled Exhibit "B" and attached hereto as part of this Agreement.

#### **Section 8.02**

- (a) All presently existing job occupations have been described, evaluated and classified into their proper wage rate classification, by use of the co-operative wage study manual for job description, classification and wage administration between Washington Mills Electro Minerals Corporation and the United Steelworkers of America (hereinafter referred to as the "Manual") is entitled Appendix "C" and is considered part of the Agreement.
- (b) Where a change in an existing job occupation requires a new description and classification such description and classification will be in accordance with the "Manual".
- (c) Over the life of this contract we will review job descriptions and current practices with a view to becoming more flexible. It is not this Company's intention to do this in order to reduce the workforce. We intend to investigate methods to better utilize our skilled personnel and pass on simple jobs and tasks to others and to minimize the possibility of disputes between trades.

#### **Section 8.03**

- (a) Effective on April 26, 1994 and continuing until April 25, 1995 the standard hourly rate for Job Class 1 shall be increased by 18 cents and shall be \$12.995 and the increment between job classes shall remain at 28 cents, establishing a Standard Hourly Wage Scale as follows:
- (b) Effective on April 26, 1995 and continuing for the duration of this Agreement, the standard hourly rate for Job Class 1 shall be increased by 22 cents and shall be \$13.215. The increment between job classes shall remain at 28 cents establishing a Standard Hourly Wage Scale as follows:

| ob Class | Effective            | Effective            |
|----------|----------------------|----------------------|
|          | April 26, 1994       | April 26, 1995       |
|          | Standard Hourly Rate | Standard Hourly Rate |
| 1        | 12.995               | 13.215               |
| 2        | 13.275               | 13.495               |
| 3        | 13.555               | 13.775               |
| 4        | 13.835               | 14.055               |
| 5        | 14.115               | 14.335               |
| 6        | 14.395               | 14.615               |
| 7        | 14.675               | 14.895               |
| 8        | 14.955               | 15.175               |
| 9        | 15.235               | 15.455               |
| 10       | 15.515               | 15.735               |
| 11       | 15.795               | 16.015               |
| 12       | 16.075               | 16.295               |
| 13       | 16.355               | 16.575               |
| 14       | 16.635               | 16.855               |
| 15       | 16.915               | 17.135               |
| 16       | 17.195               | 17.415               |
| 17       | 17.475               | 17.695               |
| 18       | 17.755               | 17.975               |
| 19       | 18.035               | 18.255               |
| 20       | 18.315               | 18.535               |
| 21       | 18.595               | 18.815               |
| 22       | 18.875               | 19.095               |
| 23       | 19.155               | 19.375               |
| 24       | 19.435               | 19.655               |
| 25       | 19.715               | 19.935               |
| 26       | 19.995               | 20.215               |

2. Effective on the dates specified in Section 1, all employees shall have their rates of pay adjusted as follows:
- (a) If the employee is not receiving an out of line differential prior to the dates specified in Section 1, the rate of pay of such employee shall be adjusted to conform to the standard hourly rate for the employee's job, as provided in Section 1.
  - (b) If the employee is receiving an out of line differential prior to the dates specified in Section 1, the rate of pay of such employee shall be increased by the amount by which the rate for Job Class 1 has been increased, as provided in Section 1, and the following shall govern:
    - (i) If the employee's new rate resulting from such increase is greater than the standard hourly rate for the job, as provided in Section 1, the amount by which such employee's new rate is greater than the rate provided in Section 1 shall become such employee's new out of line differential (which shall replace the former out of line differential) and shall apply in accordance with the provisions of this Agreement.
    - (ii) If the employee's new rate resulting from such increase is equal to or less than the standard hourly rate for such job, as provided in Section 1, the rate of pay of such employee shall be adjusted to conform to the standard hourly rate for the job,

as provided in Section 1 and the former out of line differential shall be terminated.

3. As of the date the standard hourly wage scale becomes effective, the standard hourly rate for each job shall be the standard hourly rate for all jobs classified within such job class and shall so continue for the duration of the standard hourly wage scale and shall be applied to any employee in accordance with the provisions of this Agreement.
4. Except as otherwise provided by this Agreement, the established rate of pay for each production or maintenance job; other than a trade or craft or apprentice job, shall apply to any employee during such time as the employee is required to perform such job.
5. Except as otherwise provided by this Agreement, the established rate of pay for a trade or craft or apprentice job shall apply to any employee during the time such employee is assigned to the respective rate classification in accordance with the provisions of this Agreement.

#### **Out of Line Differentials**

6. The Company shall furnish to the Union a list, agreed to by the Company and the Union, of employees who are to be paid out of line differentials. Such list shall contain the following information:
  - (a) Name of incumbent to whom such out of line differential is to be paid.
  - (b) Job title of job on which out of line differential is to be paid.
  - (c) Job Classification of such job.
  - (d) Standard hourly rate of such job.
  - (e) Amount of out of line differential.
  - (f) Date such out of line differential became effective.
7. Except as such out of line differential may be changed by the means hereinafter provided, any employee included in the list referred to in Section 6 shall continue to be paid such out of line differential during such time as the employee continues to occupy the job for which the differential was established.
8. If an employee with an out of line differential is transferred or assigned to a job having a higher standard hourly rate, then the differential shall be reduced by the amount of the increase in the standard hourly rate.
9. If, as a result of layoff and the exercise of seniority rights, an employee with an out of line differential is moved to a job having a lower standard hourly rate, then the out of line differential shall be cancelled.
10. If such employee referred to in Section 8.03(8) and (9) shall be returned to the job for which the out of line differential was established, the out of line differential shall be reinstated except as it may have been reduced or eliminated by other means.

11. When an employee would, in accordance with the terms of this Agreement, be entitled to receive his regular rate, he shall also receive any out of line differential to which he is entitled.
12. In addition to the means herein provided, increases in the increment between job classes shall be used to reduce or eliminate out of line differentials.

**Learner Rates**

13. Learner jobs requiring "learner" rates, due to lack of adequate training opportunity provided by the promotional sequence of related jobs, shall be negotiated and made a part of this Agreement.
14. A schedule of Learner Rates for the respective learning period of hours of actual learning experience with the Company shall be established at the level of the Standard Hourly Wage Scale rates for the respective Job Classes. This determination shall be on the basis of the required employment training and experience time as specified below:

| <b>Wage Classification</b> | <b>Learner Period</b>   |
|----------------------------|---|
| 1 - 6                      | no learner rate   |
| 7 - 11                     | 120 hours worked at two (2) job classes below the standard hourly rate for the job. |
| 12 - 14                    | 160 hours worked at two job classes below the standard hourly rate for the job.     |
| 15 - 18                    | 240 hours worked at two job classes below the standard hourly rate for the job.     |
| 19 and above               | 480 hours worked at two job classes below the standard hourly rate for the job.     |

15. The learner periods, as provided in Section 8.03(14) shall apply to those jobs listed in Exhibit "C" of this Agreement, except as otherwise mutually agreed between the Company and the Union and so indicated in Exhibit "C". Learner periods shall apply only to jobs in Job Class 7 and up, except where the provisions of Section 8.03(16) and (17) apply.
16. The Company, at its discretion, may apply a learner rate to a learner on any job where another employee other than the learner is on the job, provided the learner rate applied is:
  - (a) In the case of an employee hired for the learning job the standard hourly rate for Job Class 2; or
  - (b) In the case of an employee transferred from another job in the plant, the lower figure of:
    - (1) the standard hourly rate of the job from which transferred; or
    - (2) the standard hourly rate of the job being learned.

17. The learner provisions set forth in Section 8.03(16) shall **apply:**
  - (a) For a period of time sufficient to learn to do the job, provided that such period shall at no time exceed 520 hours;
  - (b) Only to provide replacements for job vacancies, and
  - (c) In accordance with the provisions of this Agreement for filling vacancies.
18. The Company shall furnish the Union, on the form set forth as Exhibit "C" of the Manual, a list of jobs agreed to by the Company and the Union as appropriate for the application of learner rates. Such list may be added to or deleted from by mutual agreement of the Company and the Union. The schedule of learner rates set forth in Section 8.03(14) shall apply only to jobs in this list.
19. Employee's time spent on a job requiring a learner schedule shall be cumulative. Periods of less than 2 consecutive hours shall not be counted toward completion of a learner schedule, but shall be paid for at the standard hourly rate of the job.
20. An employee who has qualified for a job through a learner schedule shall not be required to repeat that learner schedule.
21. The established learner rate of pay for each learner period classification shall apply in accordance with the learner training periods as defined in Section 8.03(14). However, an employee whose current rate of pay is higher than the minimum rate of a learner job to which he had acceded, shall maintain his current rate, but no higher than the standard hourly rate of the job being learned until such time as the rate for the applicable learner period classification is equal to or exceeds his present rate.
22. An employee, when assigned to a job on which a learner rate applies, shall be credited in the learner schedule with all time previously worked on such job. It is agreed that such past time shall be computed from Company records as provided for in Section 7.02(b).

#### **Trade or Craft and Assigned Maintenance Convention**

23. In addition to the provisions of the Manual for describing and classifying trade or craft and assigned maintenance jobs the following shall apply:
  - (a) The description and classification shall be carried out in accordance with the Manual.

#### **General**

24. Any mathematical or clerical errors made in the preparation, establishment or application of job descriptions, classifications or standard hourly rates shall be corrected to conform to the provisions of this Agreement.
25. Except as otherwise provided, no basis shall exist for an employee covered by this Agreement to allege that a wage rate

inequity exists.

**action 8.04**

Except in the case of disciplinary action, an employee reporting for work at his regularly scheduled time shall be entitled to a minimum of four hours pay at not less than his payroll rate, unless previously notified to the contrary orally or by notice on the bulletin board, provided that if requested by the Employer he shall perform a minimum of four hours of such available work as the Employer may assign. Employees who are on vacation can return to their regular shift if he has not been notified in advance, but the Company could then make a shift change without having to pay premium. Such employee will be allowed to make up his forty hour work week if he requests. An employee sent home through disciplinary action shall be paid only for his time worked.

**Shifts**

**section 8.05**

Afternoon shift is defined as a shift, the majority of the hours of which fall between 3:00 p.m. and 11:00 p.m.

**Section 8.06**

Night shift is defined as a shift, the majority of the hours of which fall between 11:00 p.m. and 7:00 a.m.

**Shift Premiums**

**Section 8.07**

1. Effective April 26, 1994

- (a) For work performed upon the afternoon shift the Employer will pay forty-six (46) cents per hour above the employee's regular rate for each hour worked.
- (b) For work performed upon the night shift, the Employer will pay forty-eight (48) cents per hour above the employee's regular rate for each hour worked.
- (c) Employees working on a continuous shift, which is a shift that is scheduled 3 shifts per day, 7 days per week, will receive a shift premium of forty-seven (47) cents per hour.
- (d) The shift premiums referred to in this Section are to be in addition to any regular afternoon and night shift overtime, holiday, or off scheduled hours premiums which are payable.

2. Continuous shift workers will receive one dollar and fifty (\$1.50) per hour premium for work performed on Sundays.

**Call-Ins**

**Section 8.08**

- (a) Call-in jobs are defined as occasions when an employee who has completed his scheduled hours of work on a regular working day and has left the plant property is required to come back to work before his next scheduled reporting time. For all such call-in jobs the Employer will pay a premium of eight dollars (\$8.00) and a minimum guarantee of four hours pay at the employee's straight time hourly rate.
- (b) For the purposes of this Section 8.08 only, employees who do not wish to be called in order of their overtime hours or outside the occupation, may notify Management, in writing, of

this desire. Such notice will continue until the employee notifies Management, in writing, of the change. Such employees will be charged on the overtime roster as if they had been called, in accordance with their position on the overtime roster for their occupation.

**Article 9**  
**Hours of Work and Overtime**

**Section 9.01**

Subject to the provisions of Section 9.02 (12 Hour Shifts) & 9.03-3-("Off Scheduled Hours") the Employer will pay overtime to all employees, at the rate of time and one half, for all hours worked, outside their scheduled shift and for all hours worked in excess of forty (40) hours in any one week.

**a) Schedules for Continuous Shift Workers:**

**1. 12 Hour Shift Schedule**

The Company may schedule four weeks consisting of 36-48-36-48 hours, with regularly scheduled daily hours of twelve hours per day.

**2. 8 Hour Shift Schedule**

The Company may schedule four weeks consisting of 40-40-40-48 hours with regularly scheduled hours of eight hours per day.

**b) Schedules For other Than Continuous Shift Workers:**

**1. 8 Hour Shift Schedule**

Forty hours per week with regular daily scheduled hours not to exceed eight hour per day. The Employer recognizes the principle of giving each non-continuous shift worker two successive days of continuous rest each week. Whenever possible these rest days will be Saturday and Sunday.

**2. 12 Hour Shift Schedule**

The Company may schedule four weeks consisting of 36-48-36-48 hours with regularly scheduled daily hours of twelve hours per day.

**Section 9.02 - Provisions Pertaining to Schedules a)-1 (continuous 12 hour shift schedule) and b)-2 (non-continuous 12 hour shift schedule)**

1. Designated employees will be on-call one hour before and one hour after each shift. Employees may change "on-call" periods, subject to Section 15.01.

**2. Floaters & Statutory Holidays**

a) If an employee works a Stat Holiday he will be



paid as follows:

- 12 hours at time and one half and 8 hours holiday pay

- b) When an employee takes a scheduled day off for his floater he will receive 12 hours holiday pay.
- c) If an employee chooses not to take time off for his floater(s), he will be paid 12 hours holiday pay, at year end, for each floater not taken off.

### **3. Off Schedule**

The parties agree that in the event the Company changes a shift schedule, without giving 72 hours notice of the change, the first off scheduled shift will be paid 8 hours at time and one half and 4 hours at straight time.

### **4. Incumbency**

The principle of incumbency for the purposes of overtime assignments will not apply, in the case of those employees on 12 hour shifts.

### **5. Overtime**

Employees will receive overtime at the rate of time and one half only in the event that they work more than twelve hours in one day or are scheduled to work an overtime shift.

### **6. Meal Allowance**

Employees on 12 hour shifts will receive a meal allowance after 14 consecutive hours and for each additional five hours worked on such occasion the employee will receive an additional meal allowance.

### **7. Payroll**

The employees will be paid as follows:

- 36 hours straight time
- 48 hours straight time
- 36 hours straight time
- 40 hours straight time and 8 hours at time and one half

- 8. The Company reserves the right to use Schedule (b)-2 (non-continuous 12 hour shift) in the Operate Pan Mill & Grinding Unit occupation. The Company shall not apply this schedule in other cases without obtaining the prior consent of the union.

- 9. The current continuous shift premium will be paid to employees working the 12 hour non-continuous shift schedule. If Christmas and Boxing Day fall "mid-week"

and the operation is shutdown, employees on the 12 hour, non-continuous shift schedule will not be paid less than 36 hours, provided they work their scheduled hours in that pay period.

**Section 9.03 - Provisions Pertaining to Schedule a)-2 (40-40-40-48) & b)-1 (Day Work)**

**1. 8 Hour Continuous Shift Work**

An employee who works 6 days in any pay period from Saturday 11:00 p.m. to Saturday 11:00 p.m. will be paid time and one half for that sixth day worked, outside of his regular schedule. An employee who works seven days in any pay period, from Saturday 11:00 p.m. to Saturday 11:00 p.m. will be paid double time for that seventh day worked, outside of his regular schedule. Outside of his regular schedule shall mean scheduled days of work. For example, if an employee' scheduled days off are Tuesday and Wednesday and he works those days, all hours worked on Tuesday will be paid at time and one half and all hours worked on Wednesday will be paid at double time. If for any reason, other than Floater, Bereavement or Jury Duty, the employee does not work all regularly scheduled shift in that pay period, all hours worked on Tuesday and Wednesday will be paid at time and one half. For the purpose of this Section 9.03-1, a shift shall mean at least 6 hours worked.

**2.** If as a result of a mid-week shift change, an employee is scheduled to work seven days between Saturday 11:00 p.m. and Saturday 11:00 p.m. time and one half will be paid for all hours worked on Friday and double time will be paid for all hours worked on Saturday, provided the first five days were paid at straight time.

**3.** Time and one half will be paid for all "**Off Scheduled Hours**" in the first off scheduled work period. Additional periods of the same "**Off Schedule**" work, if on consecutive work days shall be at the regular rate. Any schedule which has been changed without giving **72** hours - notice will be regarded as an "**Off Schedule**". Such notice shall be **72** hours between the time of the notice and the commencement of the re-scheduled shift. The **72** hour notice period shall apply in all cases except for the ,successful bidder filling a job posting, where it will be 48 hours.

**4. Meal Allowance**

Employees required to work ten or more consecutive hours shall receive an \$8.00 meal allowance, added to their regular pay cheque and for each additional five hours worked on such occasion the employee will receive an additional \$8.00 allowance. This practice will not apply to employees who work overtime through courtesy to fellow employees or planned overtime on Saturdays, Sundays or other scheduled days off. Continuous hours as per this

section will not be broken due to an employees scheduled one half hour unpaid lunch.

#### **section 9.04 - General Provisions**

- 1 a Extra hours paid for as overtime on any one day shall not be included in computing the total number of hours worked in any one week for overtime on a weekly basis.
2. Time and one half will be paid to all employees for all hours worked on "call-in" jobs, between the regular quitting time of any one day and the regular starting time of the next regular working period of the employee called in.
3. Time and one half or double time shall be based on the employee's regular hourly rate.
4. All overtime shall be paid for in full and employees covered by this agreement shall not be compelled to take time off accumulated in overtime.
5. Employees are required to punch in at the time clock and/or the key reader upon entering the plant and to punch out when leaving. No noon punches will be required by employees who remain within the plant.
6. Time and one half or double time shall in no case be paid twice for the same hours worked, subject to the provisions of Section 10.02.
7. Non-continuous shift workers will be paid time and one half for all hours worked on Saturday and double time for all hours worked on Sunday.

#### **Section 9.05 - Overtime**

Overtime hours will be equitably distributed among the employees by occupation in each department.

1. The Company will maintain an overtime roster, posted by occupation, in each department and the roster will be available to employees in each occupation.
2. Any employee(s) who declines an overtime opportunity or is absent for any reason will be charged on the overtime roster as if they had worked the overtime; except employees who are unavailable because of temporary assignments.
3. Any employee(s) working overtime outside their permanent occupation will be charged on the overtime roster in their permanent occupation for the overtime hours worked.
4. Employees newly assigned to a permanent occupation will be credited with the highest overtime hours, plus one of the employee(s) in the occupation.
5. An employee having a legitimate claim to a lost overtime

opportunity will be given an opportunity to make up **such** lost overtime opportunity and for such purpose shall be given first consideration in filling the overtime assignment.

6. An employee who, as a result of such a claim has been promised the next overtime opportunity becoming available in his occupation, but who is prevented from enjoying such an opportunity because of curtailment before the opportunity occurs, will be compensated an amount equivalent to the overtime pay such an opportunity would have provided.
7. Overtime assignments will be made as follows:
  - a) Employee(s) working on a job in their occupation and on the shift will receive first consideration to continue their work on an overtime assignment.
  - b) If additional employees are required, employees in the occupation and on the shift will be given the overtime opportunity in accordance with their overtime hours.
  - c) If additional employees are required, employees who have been temporarily assigned to such occupation for four continuous hours or more during the work week will be given the overtime opportunity in accordance with their overtime hours.
  - d) If additional employees are required, employees in the department who are qualified for the job will be given the overtime opportunity, in accordance with their overtime hours.
  - e) If additional employees are required, employees in the occupation in other departments will be given the overtime opportunity in accordance with their overtime hours.
  - f) If replacement, or additional employees are required beyond (a), (b), (c), (d), (e) above, employees outside the department who are qualified will be given the overtime opportunity in accordance with their overtime hours.
  - g) If after the above procedure is exhausted, employee(s) who are absent due to vacation purposes may be scheduled to work in accordance with their overtime hours.
  - h) Employees selected for overtime work assignments in accordance with the above, may perform other jobs within the job occupation, **as** may be required during the period of the overtime assignment.
  - i) For purposes of this section, an employee's job occupation is the occupation in which he was classified as of the Monday of the work week, and shall continue for the full calendar week, or until otherwise advised.

8. The Company will post a list of overtime hours on Monday of each week, with all hours of overtime worked to the previous Sunday at 11:59 p.m. The Company will make every reasonable effort to have this list posted by 2:00 p.m. each Monday, it being understood that if a holiday falls on Monday the list will not be posted until Tuesday.
9. Employees assigned to a new or vacant occupation will be credited with the average overtime hours for the department plus one on the overtime roster.
10. At the end of each calendar year the number of overtime hours charged to each employee will be reduced by the number of hours charged to the employee in the same occupation who has the least number of overtime hours.
11. The Company recognizes that an employee should be given the opportunity to have eight hours continuous rest between work assignments.
12. The Company agrees that an employee will not be charged more than 24 hours overtime in any one day.

#### **Section 9.06 - Maintenance Department Scheduled Overtime Procedure**

The Company will post an overtime list for Maintenance employees at 7:30 a.m. daily. Two lists will be posted on Friday, one for the weekend. For scheduled 15 MW Furnace shutdowns the list may be posted 24 hours early and employees would be expected to sign before 10:00 a.m. on the day preceding the shutdown. Any day shift employee interested in working overtime is to sign his name to the list prior to noon each day. Any afternoon shift employee is to sign his name prior to 4:00 p.m. each day. Persons "on-shift" will be required to notify their supervisor on Thursday evening that they wish to work overtime on the weekend. Employees shall be entitled to remove their names from the list for reasons acceptable to the Company provided that this is done prior to 2:00 p.m.

The parties agree that the principle of incumbency will apply in the sense that an employee working on a job will be given the opportunity to finish the job regardless of whether he signed the list and in spite of his position on the roster. Second consideration will be given to those who signed the overtime list. If additional employees are required the Company may call persons who are on other shifts to come in early.

When an overtime situation arises which is scheduled to begin at some point beyond the end of the regular shift and prior to the start of the next scheduled shift, those persons who have signed the list will be given first opportunity to complete the assignment. If they do not wish to return to work to complete the assignment or if additional employees are required, these assignments shall be filled using the overtime roster.

When an overtime situation arises, the person(s) on the list should be notified, in accordance with their standing on the overtime roster, as soon as possible, i.e. next break period, so they can make any necessary arrangements. Overtime assignments are to be

handled in accordance with the overtime roster, that is the lowest man should be assigned to the longest job, whenever practicable.

Persons whose names are not on the list will be charged in accordance with their position on the overtime roster.

If additional employees are required, the Company may use an outside contractor or fill the job otherwise.

Persons who do not wish to work overtime outside their home occupation, who wish to limit the duration of the overtime assignment to less than 8 hours or who are only available between a specific time frame should indicate so on the list along side their signature. The parties agree that the Company shall not be held responsible if a person is bypassed on the list due to their indicating a curtailment of hours.

It is understood that persons in one-of occupations shall be given first opportunity to all overtime assignments in those occupations and need not sign the overtime list unless they wish to work outside their home occupation.

#### **Section 9.07 - Furnace Department Overtime**

The Company will post a weekly list for signature by Furnace Department employees interested in working overtime during the upcoming week. The Company will first consult this list when assigning overtime. In the event that the Employer requires additional employees to work overtime the Employer will then consult the overtime roster.

#### **Section 9.08 - Maintenance Call-In's**

##### **Beeper**

Employees in the Maintenance Department who have completed their probationary period will be required to carry a beeper, from 11:00 p.m. to 7:00 a.m. during the week and from 11:00 p.m. Friday to 7:00 a.m. Monday. Each Electrician and Millwright will be required to carry the beeper for one week at a time, in ascending order of seniority. Employees will receive a beeper payment of \$110.00 per week for carrying the beeper.

Employees will be given 20 minutes to answer a beeper call. In the event the employee does not answer the call within the time allotted, without good and sufficient reason, the employee may be disciplined. In the event the employee does not answer the call within the time allotted the Company will first go to the overtime list and may then contract the work in question out.

These provisions are intended to deal with call-ins only and not with scheduled overtime.

##### **Miscellaneous**

The parties agree that, in principle, the change to 12 hour shifts shall not impose any cost on the Company.

**ARTICLE 10**  
**Holiday Pay**

**section 10.01**

New Year's Day; Good Friday; Victoria Day; Dominion Day; Civic Holiday; Labour Day; Thanksgiving Day; Christmas Day; Boxing Day; and two floating holidays, shall be paid holidays for all employees.

The aforementioned holidays are subject to the following conditions:

Each employee shall receive holiday pay for those days equivalent to eight hours times his payroll hourly rate provided he has worked his regularly scheduled shift immediately preceding any such holiday and his regularly scheduled shift immediately following any such holiday, except that absence because of illness, supported by a doctor's certificate, if requested by the Company, on either of these days, will be excused provided the employee works at least one day in either the week before or after the holiday. An employee who is scheduled to work on the holiday and does not report for work for reasons other than illness will not be paid for the holiday.

Where orderly operation may **so** require, the employer will have the ultimate right to allocate the floating holidays. **So** far as it is practicable, the holidays shall be taken at the time requested by the employee. Employees will be eligible for one floating holiday after the completion of the probationary period. They will be eligible for the second floating holiday after the completion of one year of continuous employment with the Company. Employees returning from lay off must work for three months before they are eligible for either of the floating holidays.

The floating holidays must be taken by December **31** of the current calendar year or the employee will be paid in lieu of the holidays at the end of the year.

**Section 10.02**

Should any of the aforementioned holidays fall on Sunday the holiday shall be observed on Monday. If the holiday falls on a Saturday it will be observed on Friday, in this case however, the holiday will be deemed to be on Saturday for the purpose of holiday pay for continuous shift workers. For employees working twelve-hour shifts, where a statutory holiday falls on the last day of a week in which the employee is scheduled to work forty-eight hours and is paid time and one-half for the last eight hours, the employer will pay an additional four hour premium at straight time to the employee to compensate for the loss of the overtime for the forty-eight hours.

**Section 10.03**

An employee who works on a holiday will be paid as follows:

- a) An employee will be paid at one and one half times his straight time hourly rate for all hours worked within his normal scheduled hours plus holiday pay as provided in this Agreement.
- b) An employee will be paid double time at his payroll hourly rate for all hours worked outside his normal scheduled hours. If all hours worked on a holiday are outside the employee's

normal scheduled hours he will receive holiday pay as provided in Section 10.01 in addition to the foregoing. In the case of an employee who works on a holiday, the restrictions requiring an employee to work the day before and day after the holiday will not apply. Provisions for payment for work in excess of normal hours of work provided for in this section shall be in lieu of overtime premiums provided for elsewhere in this Agreement.

**Section 10.04**

Permission to be absent or leave early the day before or the day after a holiday must be requested by the employee through the Foreperson who will request permission from the Plant Manager. Consideration shall be given on the basis of the reasonableness of the request, the number of employees requesting permission to be off and the effect on co-workers; such absence with permission will not be considered as time lost for the purpose of holiday pay.

**Section 10.05**

Employees reporting late up to one hour either the day before a holiday or the first scheduled day after a holiday will be excused by the Foreperson. Any lateness in excess of one hour will be submitted to the Manager, Human Resources for disposition. Consideration shall be given to the reasonableness of the excuse, and where the Employer deems it necessary, supporting proof may be required.

**section 10.06**

Should any of the aforementioned holidays fall during the period when an employee is on vacation he shall be paid such holiday pay as provided herein, or will be granted an extra day the day preceding his vacation or the day following his vacation, where practicable and if requested in writing, three working days in advance of his\her scheduled vacation.

**Section 10.07**

Employees receiving sickness and accident insurance will be paid the difference between the daily benefit and his holiday pay. Holiday pay is equivalent to eight hours times his payroll hourly rate.

**ARTICLE 11  
Vacations**

**Section 11.01**

Subject to the provisions of this Article the employees will receive vacation benefits for the duration of this Agreement as follows:

**Seniority Test Date:**

December,31

**General Seniority**

**Benefit**

|   |         |
|---|---------|
| 1 year or more but less than 5 years    | 2 weeks |
| 5 years or more but less than 12 years  | 3 weeks |
| 12 years or more but less than 20 years | 4 weeks |
| 20 years or more                        | 5 weeks |



- 4% - hiring date to, but not including fifth year of employment
- 6% - fifth year of employment, to, but not including twelfth year
- 8% - twelfth year of employment, to, but not including twentieth year
- 10%- twentieth year of employment and thereafter

**Section 11.02**

So far as it is practicable, all vacations shall be at the time requested by the employee. Consideration shall be given to the applicant's allotment of vacation time, in accordance with general seniority, within the separate units as defined in Section 4.04, and the employees in accordance with their seniority will be permitted to select the most suitable times for their vacations up to a maximum of three weeks on the first pass. The selection of the remaining vacation allotment will be made on the second pass. It is agreed that the first pass selection referred to will be done no earlier than February 1 of the current calendar year.

**Section 11.03**

Where orderly operation may so require the Employer will have the ultimate right to allocate vacation time. It may elect to shut down one or more operations for the purpose of giving vacation time off to eligible employees working therein. It may also, if agreeable between the Local Union and Management substitute vacation money for vacation time.

**Section 11.04**

Vacation pay for each week of benefit will be two per cent of earnings as defined in the appropriate section 11.05 through 11.10.

**Section 11.05**

All employees will be paid vacation pay at the percentages as shown in section 11.04, applied to the preceding calendar year's earnings. Payment will be made at the time vacation is taken or when he leaves our employ (discharge, quit, lay off), whichever is the earlier.

**Section 11.06**

If an employee who is entitled to a vacation has been away from work, due to an accident or occupational disease which occurred in the performance of his duties with the Employer and which has been accepted as a compensable accident or occupational disease by the Workers' Compensation Board and for which the Workers' Compensation Board has paid for thirty consecutive days, or due to personal illness for thirty consecutive days, his vacation pay shall be for each week two per cent of a calculated figure, such calculation to be made by dividing the total earnings of such employee in the preceding calendar year by the number of calendar weeks worked by such employee in that period and by multiplying the result by 52. Vacation pay will only be paid where the employee has actively been at work for at least one day in the previous year.

**Section 11.07**

If an employee who would be able to qualify for two weeks vacation before the end of his qualifying period is permitted to take his vacation before he has actually attained the required General Seniority he will receive his vacation pay for that vacation for which he has qualified at the time of taking the vacation and the

balance when he has attained the required General Seniority.

**action 11.08 - Employees Leaving our Employ:**

(a) Quit or discharge:

In addition to payment as shown in Section 11.05, will be paid vacation pay (2% for each week of benefit) on the total earnings of the employee in the current calendar year.

(b) Employees laid off:

In addition to payment as shown in Section 11.05 will be paid vacation pay (2% for each week of benefit) on the total earnings of the employee from January 1st of the current year or recall date in the current year, whichever is the more recent, to date of layoff.

Such payments made, calculated on earnings of the current year, will be deducted from the employee's vacation pay in the following year as shown in Section 11.05.

**Section 11.09**

For employees retiring in a current year who were absent from work for all or part of the current year due to an accident or occupational disease accepted as compensable by Workers' Compensation Board or due to personal illness; current year's earnings as referred to in Section 11.09 will be calculated as follows:

(a) Absent for all of current year:

Current year's earnings shall be calculated at the employee's payroll hourly rate at the time of his retirement multiplied by the straight time hours he would have worked during the calendar year.

(b) Absent for part of current year:

Current year's earnings shall be actual earnings during the current year plus the employee's payroll hourly rate multiplied by the number of additional hours he would have worked during the current year.

**Section 11.10**

Total earnings is defined as the total amount earned by employees under the terms of this Agreement.

**ARTICLE 12  
Grievance Procedure**

**section 12.01**

Should an employee believe that he has been unjustly dealt with or should he contend that any of the provisions of this Agreement have not been complied with or that he has been affected by an alleged misinterpretation or violation of this Agreement, he shall have the right to have the contention (hereinafter referred to as "the grievance") investigated and adjusted in accordance with the grievance procedure as hereinafter provided.

**step 1:**

A grievance handled under this procedure shall, in the first instance be taken up by the department shop steward with the foreperson or in his absence the appropriate supervisor, or Management personnel, having supervision over the employee or employees concerned in the grievance. Such foreperson or

supervisor is to render a decision within forty-eight regularly scheduled work hours from the time the presentation is made by the steward.

**Step 2:**

If the grievance cannot be disposed of in the 48 hour period, it will be reduced to writing and presented to the foreperson, who handled the grievance in the first instance, within 5 days after the initial grievance decision.

- (a) The nature of the grievance and the circumstances out of which it arose and the section or sections, if any, of the Agreement claimed to be violated.
- (b) The remedy or correction which the Employer is requested to make. The foreperson will endeavour to settle the grievance and will present his decision in writing within five working days after receipt of the written grievance to the appropriate steward and shall forward one copy to the chairman of the union grievance committee.

**Step 3:**

If the disposition of a grievance in the previous step is not acceptable, the local Union may, within 10 working days of the written disposition of Step 2, inform the Personnel Manager in writing. The Employer's grievance committee will wherever practical meet with the Union grievance committee (which shall not exceed three in number) within ten working days of receipt of the grievance and will dispose of the grievance in writing within 10 days after the final discussion. A representative of the International Union and a representative of the executive of the Employer may be present at this step.

**section 12.02**

A grievance relating to the discharge of an employee shall be disposed of in the first instance under Step 3 of the above grievance procedure, provided that the grievance is presented in writing to the plant manager within five days of the employee's discharge.

If not disposed of under Step 3, such a grievance shall then be dealt with under the balance of the grievance procedure provided in this Agreement. When an employee is discharged, suspended or receives written disciplinary action, the Employer will give notice thereof to the secretary of the Union as soon as reasonably possible, but in no case longer than two days after such action, stating in such notice the cause or causes of the action.

If it is determined or agreed at any step of the grievance procedure or decided by a board of arbitration that any employee has been disciplined or discharged unjustly, or that a penalty is too severe, Management shall put him back on his job with no loss of seniority and they shall pay the employee the amount he would have earned had he been working or by any other arrangement as to compensation which is just and equitable in the opinion of the parties or the arbitrator, if the matter is referred to an arbitrator.

Disposition of a grievance under any of the foregoing steps will be final unless the grievance is pursued to the next step in the time

and manner described above.

### **Arbitration**

#### **Section 12.03**

If a grievance is still not resolved by the foregoing steps it shall be submitted to arbitration provided demand in writing is presented to the Personnel Manager, not later than ten days after the disposition of the grievance by the representatives of the executives of the Employer. The arbitrator will be chosen and mutually agreed to by the parties. In the event the parties are unable to agree upon an arbitrator within ten days following the presentation of written demand for arbitration, an application may be made to the Minister of Labour for the Province of Ontario by either party to appoint an impartial arbitrator.

The decision of the arbitrator shall be final and binding upon the Employer, the Union and all employees involved.

The arbitrator shall not have the power to add or subtract from or modify any of the terms of this Agreement or any Agreement supplements hereto, not to pass upon any controversy arising from any demand of the Union to increase any wage rates prevailing at the time, except as provided for in Section 8.03 nor to rule on any matter outside the coverage of this Agreement.

Each of the parties hereto will jointly share and share alike the expenses of the arbitrator and such other expenses as may be mutually agreed upon by the parties

#### **Section 12.04**

The expense incident of the services of the impartial third party so selected or appointed shall be paid equally by the Employer and the Union.

#### **Section 12.05**

Employer time shall be used by Shop Stewards only for the investigation, presentation and discussion of grievances and only upon permission of the foreperson, or in his absence the appropriate supervisor.

#### **Section 12.06**

The Employer shall be under no obligation to recognize or deal with shop stewards or committee men with reference to adjustments of grievances unless their names have been duly certified in writing by the Union to the Personnel Manager. Upon approval of the item by the Personnel Manager, a shop steward will be paid for time lost from his regular work in the adjustment of grievances.

#### **Section 12.07**

Subject to the foregoing and when necessary, the Employer will permit the appropriate shop steward to go into the parts of his department other than his own regular place of work for the purpose of discussion of grievances, provided this can be done at times designated therefore by the Foreperson, or in his absence the appropriate supervisor. Such foreperson or appropriate supervisor shall arrange the necessary appointment for such discussion. In every such instance permission is to be obtained in advance from such foreperson or in his absence, the appropriate supervisor.

Provided the foregoing is complied with, such shop steward will be paid for time lost at his hourly rate.

**Section 12.08**

Representatives of the Employer and the local Union shall meet monthly to consider matters of mutual interest. The committee shall consist of the local Union president or chairperson, whichever is a member of this bargaining unit, and one representative from the Production Unit, Maintenance unit, the Personnel Manager, and one representative of Management from the production unit and maintenance unit. Each party may request an additional Management personnel or Union personnel, which would include the international staff representative. The meeting shall be limited to two hours duration and shall be conducted under the chairmanship of the Personnel Manager. Items for discussion must be submitted one week in advance to the chairman who will prepare an agenda.

**Section 12.09**

A member of the grievance committee shall be permitted to visit departments of the plant other than their own for the purpose of investigating and adjustment of grievances being adjusted through the grievance procedure under this Agreement, provided this can be done at times designated by the plant manager or his designated appointee whose permission is to be obtained in advance and who shall arrange the necessary appointments for such purpose.

**Section 12.10**

In all the above clauses the number of days in every case does not include:

- a) Other than continuous shift workers; Saturdays, Sundays and holidays.
- b) Continuous shift workers; regularly scheduled days off and holidays.

**section 12.11**

Grievances in order to be considered must be presented within 30 days after the occurrence leading up to the grievance except where the condition causing the grievance is of such a nature that the employee could not normally be expected to be aware of the condition within that period of time.

**section 12.12**

Both parties will attempt to settle grievances according to the grievance procedure therein contained, and during the terms of this Agreement the Employer agrees that there shall be no lockout and the Union agrees that there shall be no slow down, strike or other stoppage (total or partial) of work or any interference with work.

**Section 12.13**

The Union negotiation committee will consist of three members, including the Union president or chairperson. The Employer will pay for time necessarily lost in negotiating meetings up to but not including the conciliation process at the regular straight time hourly rate up to maximum of eight hours per day per member. This will be increased to 12 hours per day for those employees working the 12 hour shift schedule.

**ARTICLE 13**  
**Bulletin Boards**

**Section 13.01**

After submission thereof to the Personnel Manager and approval thereof by him the Employer will promptly post on the plant bulletin boards and maintain thereon for appropriate periods of time not exceeding seven days, notices including credit union notices directed to members of the Union and bearing the signature of a responsible officer of the Union. Neither the Union nor any member thereof shall otherwise post any notice of any kind in the plant. All items posted will have prior approval of Management.

**ARTICLE 14**  
**Safety and Health**

**Section 14.01**

Safety supervisor and safety committee will meet within sixty days from expiry of the contract to review and make necessary changes in all safety procedures that are required. This will be policed by both parties.

**Section 14.02**

The Employer will pay, to all active employees, before January 31st, a safety shoe allowance of \$95.00. Employees who are not actively employed at the date of payment of the safety shoe allowance will receive the allowance upon return to work within the calendar year.

This safety shoe allowance will not be paid to probationary employees, however, probationary employees without safety shoes will be given the allowance, if requested, and the Company will deduct the allowance over the first two pay periods. Upon completion of the probationary period, the Company will pay the allowance.

**ARTICLE 15**  
**General**

**Section 15.01**

Shift workers shall be allowed the right to change shift providing such employees can arrange such changes between themselves, and obtain permission from Management in advance and provided further that the Employer shall not be liable to pay any overtime or meal allowance in respect to any such change.

**Section 15.02**

An employee prevented from reporting for work by reason of sickness or other sufficient cause shall notify the Employer one hour in advance of the scheduled reporting time of his shift.

Inability to work, properly reported, shall be deemed to continue until express notice to the Employer that the employee is again able to report for work is given to the Employer at least one hour before the scheduled reporting time of the employee's regular shift. An employee failing without good reason to comply with the foregoing provision shall be subject to discipline.

### **Section 15.03**

The Employer will provide insurance and pension benefits which are described in separate documents which are to be considered as separate agreements between parties. Each employee will be given a copy of the pension plan and the insurance plans other than the Ontario Hospital Services Commission Plan and Supplementary Plan equivalent to Blue Cross Supplementary.

### **Section 15.04**

Employees required by the Company to perform work in government licensed trades or crafts, will be reimbursed by the Company for the periodic costs of such licences or renewals. Reimbursement will only be made upon receipt by the Company of proof of expenditure for such licences.

### **Section 15.05**

The term Department shall refer to one of the following departments:

- Production Unit: Furnace Department; Service and Crusher
- Maintenance Unit: Maintenance Department

## **ARTICLE 16 Bereavement Leave**

### **Section 16.01**

- a) When a relative of an employee shall die, the Employer shall grant an excused absence from the hours the employee is scheduled for work in his regular work week of three working days and will pay the employee for the scheduled hours not worked during the said three days at the employee's payroll hourly rate, provided that upon request he furnishes the Employer with satisfactory proof of death. When the spouse, son, or daughter of an employee dies, the employee will be granted seven calendar days, with pay for regularly scheduled hours missed.
- b) The word "**relative**" as used in this article shall include only father, mother, father-in-law, mother-in-law, son, daughter, brother, sister, husband, wife or common-law spouse, if listed as a dependent on the employee's health benefit plan, or if the employee is listed as a dependent on the deceased's health benefit plan.
- c) When a grandparent, grandchild, son-in-law, daughter-in-law or grandparent of the spouse of an employee dies, the Employer shall grant an excused paid absence from the hours the employee is scheduled for work in his regular work week for the day of the funeral only.
- d) In a case under this article where because of distance or other cause the employee does not attend the funeral of his brother, sister, mother-in-law, or father-in-law, the Employer shall grant an excused absence from the hours the employee is scheduled for work in his regular work week of one day between the date of death and the date of the funeral and will pay the employee the scheduled hours not worked during the said one day at the employee's payroll hourly rate, provided that upon request he furnishes the Employer with satisfactory proof of



death.

- e) The days which are thus paid for will be counted as days worked for the determination of the sixth day of work in the work week and also as days worked for the purpose of establishing eligibility for holiday pay.

**ARTICLE 17**  
**Jury Duty and Crown Witness**

**Section 17.01**

If an employee is called for jury duty or serves as a juror, or is subpoenaed by the Crown as a Crown witness, the Employer will pay to the employee the difference between his payroll hourly rate for hours spent on jury duty and the jury fee. Travel allowance paid to the employee will not be included when determining the jury fee and the Crown witness fee. The Crown witness payment will not apply to employees who appear in their own defence, or those who appear as a witness for any other reason.

**Section 17.02**

Shift workers called for jury duty, or serving, will, upon request, be excused from work that day. Such request must be made, in writing, three days in advance of the day off. The Company will make up the employees pay in the manner described in 17.01.

**Section 17.03**

Any regularly scheduled work days thus paid for will be counted as days worked for the determination of the sixth day of work in the work week and also as days worked for the purpose of establishing eligibility for holiday pay.

**ARTICLE 18**  
**Duration of Agreement**

**Section 18.01**

This Agreement shall replace and supersede all previous agreements between the parties hereto.

**Section 18.02**

This Agreement is effective from April 26, 1994 until midnight April 25, 1996 and shall automatically renew thereafter from year to year unless either party within the period of ninety days prior to April 25, 1994 or a like period in any subsequent year notifies the other of desire to modify or amend the Agreement. In such event, negotiations on any such proposed modification or amendments shall take place between the parties within ten days of such notice.



IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and date first above written.

WASHINGTON MILLS ELECTRO MINERALS CORPORATION

S. Thorne

D. Rewbury

R. Powell

M. Sproule

UNITED STEELWORKERS OF AMERICA

G. Teal

UNITED STEELWORKERS OF AMERICA LOCAL 4151  
(Production and Maintenance Unit)

J. Gazley

J. Cote

M. McLaughlin

**EXHIBIT A  
PRODUCTION UNIT**

| <b>OCCUPATION</b>                | <b>JOB CLASS</b> |
|----------------------------------|------------------|
| Labour 15MW Furnace              | 9                |
| Labour Storage                   | 4                |
| Labour Service Group             | 2                |
| Labour Furnace                   | 4                |
| Labour Crushing Unit             | 2                |
| Labour Bubble Operation          | 7                |
| U.O.I.C.(W) Briquette Unit       | 10               |
| Labour Loader                    | 5                |
| Prepare Molds                    | 7                |
| U.O.I.C.(W) Crushing             | 9                |
| Drive Industrial Vehicle         | 9                |
| Operate Crane                    | 13               |
| Assemble Electrodes              | 9                |
| Weigh & Mix Materials            | 11               |
| Operate Pan Mill & Grinding Unit | 10               |
| Operate Tilt Furnace             | 15               |
| Operate 3500KW Furnace           | 15               |
| Bagger                           | 6                |
| Piler                            | 5                |
| Conveyor Man                     | 8                |
| U.O.I.C.(W) Molds                | 9                |
| U.O.I.C.(W) Furnace              | 13               |
| Service Group Head Operator      | 7                |
| Perform Clerical Work            | 8                |
| Operate 15MW Furnace             | 20               |
| Group Leader(Furnace Area)       | 17               |

**MAINTENANCE UNIT**

|  |                      |
|--|----------------------|
| Instrument Man                             | 23                   |
| Storekeeper                                | 11                   |
| Electrician - 1st Class                    | 22                   |
| oiler                                      | 8                    |
| Assistant Storekeeper                      | 9                    |
| Welder 1st Class                           | 19                   |
| Pipefitter 1st Class                       | 20                   |
| Mechanic 1st Class<br>(Industrial Vehicle) | 20                   |
| Mill Mechanic 1st Class                    | 19                   |
| Industrial Mechanic<br>(Millwright)        | 21                   |
| Trades Helper                              | 8                    |
| Apprentices                                | as per C.W.S. Manual |
| Machinist                                  | 21                   |

EXHIBIT B

Effective April 26, 1994 all jobs will use the following rates for their standard hourly wage scale:

| Job Class | Standard Hourly Rate | Job Class | Standard Hourly Rate |
|-----------|----------------------|-----------|----------------------|
| 1         | 12.995               | 14        | 16.635               |
| 2         | 13.275               | 15        | 16.915               |
| 3         | 13.555               | 16        | 17.195               |
| 4         | 13.835               | 17        | 17.475               |
| 5         | 14.115               | 18        | 17.755               |
| 6         | 14.395               | 19        | 18.035               |
| 7         | 14.675               | 20        | 18.315               |
| 8         | 14.955               | 21        | 18.595               |
| 9         | 15.235               | 22        | 18.875               |
| 10        | 15.515               | 23        | 19.155               |
| 11        | 15.795               | 24        | 19.435               |
| 12        | 16.075               | 25        | 19.715               |
| 13        | 16.355               | 26        | 19.995               |

Effective April 26, 1995 all jobs will use the following rates for their standard hourly wage scale:

|    |        |    |        |
|----|--------|----|--------|
| 1  | 13.215 | 14 | 16.855 |
| 2  | 13.495 | 15 | 17.135 |
| 3  | 13.775 | 16 | 17.415 |
| 4  | 14.055 | 17 | 17.695 |
| 5  | 14.335 | 18 | 17.975 |
| 6  | 14.615 | 19 | 18.255 |
| 7  | 14.895 | 20 | 18.535 |
| 8  | 15.175 | 21 | 18.815 |
| 9  | 15.455 | 22 | 19.095 |
| 10 | 15.735 | 23 | 19.375 |
| 11 | 16.015 | 24 | 19.655 |
| 12 | 16.295 | 25 | 19.935 |
| 13 | 16.575 | 26 | 20.215 |

**EXHIBIT C**  
**Learner Periods**

| <b>PRODUCTION UNIT</b>           | <b>JOB CLASS</b> | <b>LEARNER PERIOD</b>       |
|----------------------------------|------------------|-----------------------------|
| Labour 15 MW                     | 9                | 120 hrs. worked at class 7  |
| Labour Assigned                  | 2                | None                        |
| Labour Fce.                      | 4                | None                        |
| Labour Bubbles                   | 7                | 120 hrs. worked at class 5  |
| U.O.I.C.(W) Briquettes           | 10               | 120 hrs. worked at class 8  |
| Prepare Molds                    | 7                | 120 hrs. worked at class 5  |
| U.O.I.C.(W) Crushing             | 9                | 120 hrs. worked at class 7  |
| Drive Industrial Vehicle         | 9                | 120 hrs. worked at class 7  |
| Operate Crane                    | 13               | 160 hrs. worked at class 11 |
| Assemble Electrodes              | 9                | 120 hrs. worked at class 7  |
| Weigh & Mix Materials            | 11               | 160 hrs. worked at class 9  |
| Operate Pan Mill & Grinding Unit | 10               | 120 hrs. worked at class 8  |
| Operate Tilt Fce.                | 15               | 240 hrs. worked at class 13 |
| Operate 3500 KW Fce.             | 15               | 240 hrs. worked at class 13 |
| Bagger                           | 6                | None                        |
| Piler                            | 5                | None                        |
| Conveyor Man                     | 8                | 120 hrs. worked at class 6  |
| U.O.I.C.(W) Molds                | 9                | 120 hrs. worked at class 7  |
| U.O.I.C.(W) Fce.                 | 13               | 160 hrs. worked at class 11 |
| Service Group                    |                  |                             |
| Head Operator                    | 7                | 120 hrs. worked at class 5  |
| Perform Clerical Work            | 8                | 120 hrs. worked at class 6  |
| Operate 15 MW Fce.               | 20               | 480 hrs. worked at class 18 |
| Labour Storage                   | 4                | None                        |
| Labour Loader                    | 5                | None                        |
| Group Leader Fce.                | 17               | 240 hrs. worked at class 15 |

For the occupations of U.O.I.C. Molds and Assemble Electrodes only one learner period of 120 hours will apply

**MAINTENANCE UNIT**

|   |    |                                |
|---|----|--------------------------------|
| Instrument Man                          | 23 | CWS Schedule of Apprenticeship |
| Storekeeper                             | 11 | 160 hrs. worked at class 9     |
| Electrician 1st Class                   | 22 | CWS Schedule of Apprenticeship |
| Oiler                                   | 8  | 120 hrs. worked at class 6     |
| Assistant Storekeeper                   | 9  | 120 hrs. worked at class 7     |
| Welder 1st Class                        | 19 | CWS Schedule of Apprenticeship |
| Pipefitter 1st Class                    | 20 | CWS Schedule of Apprenticeship |
| Mechanic 1st Class (Industrial Vehicle) | 20 | CWS Schedule of Apprenticeship |
| Machinist 1st Class                     | 21 | CWS Schedule of Apprenticeship |
| Industrial Mechanic (Millwright)        | 21 | CWS Schedule of Apprenticeship |
| Trades Helper                           | 8  | 120 hrs. worked at class 6     |

**EXHIBIT D**  
**Apprenticeship Training Programme**

The Company and the Union agree that, at the Company's discretion, apprentices for each trade and craft may be employed under the following conditions:

1. He shall be Government indentured.
2. He shall be paid in accordance with the CWS procedure for apprentices and shall advance in accordance with the schedules set forth in the CWS manual.
3. The Company shall set reasonable qualifications for entry into an apprenticeship contract.
4. He shall not be laid off during his training programme unless all tradesmen in that trade or craft job are laid off.
5. He shall be able to exercise any bumping rights on other plant occupations in the event he is laid off during the course of his apprenticeship training programme as described in No. 4 above.
6. All provisions of the Collective Agreement shall be applicable to any apprentice except that the special provisions for seniority as described in this apprenticeship agreement, shall replace the regular seniority provisions during his apprenticeship programme. Apprentices shall not have the right to bid for other occupations during the training programme.
7. The Company shall ensure that the apprentice receives the rates set forth in the Collective Agreement, in accordance with the training progression schedule set forth in the CWS manual, during the time the apprentice attends the special schooling classes provided for him, by paying the difference between the Government grant and his regular rate. Such time shall be considered time worked.
8. Employees who fail to progress in accordance with the training programme shall be terminated from the apprenticeship training programme and the Maintenance Department. They will then displace the least senior employee in another seniority unit who is actively employed, whose work he can perform, provided his seniority is greater. In the event his seniority is not sufficient to displace such an employee, he shall take his place on the recall list. Upon transfer to another seniority unit he will progress from his entry level by means of the job posting procedure.

**APPENDIX A  
Pension Plan**

The parties agree that the Pension Plan shall be amended as follows:

1. Continue the present plan with an increase in the benefit to the employee as follows:  
Effective April 26, 1994, the Pension Plan is amended to provide \$21.75 for all credited service as defined under the Plan.  
Effective April 26, 1995, the Pension Plan is amended to provide \$22.50 for all credited service as defined under this plan.
2. Effective May 1, 1975, provide the retirement at Age 62 with no actuarial reduction.

**APPENDIX B  
Group Insurance Plan**

**1. LIFE INSURANCE**

The Company will provide Life Insurance to employees in the bargaining unit, payable for death from any cause to any person named by the employee as beneficiary. The employee may have the beneficiary changed at any time.

**SCHEDULE OF INSURANCE**

**GROUP #1**

Active, non-probationary employees who do not fall in any of the other groups.

Life Insurance will be \$25,000 - 100% Company paid

**GROUP #2**

Non-probationary employees (at April 26, 1992) who wish to maintain their pre-April 26, 1992 insurance, up to a maximum of \$60,000 may do so before August 31, 1992, through the group, at a cost of 41 cents per thousand. If they do not take advantage of this before August 31, 1992, they will lose the opportunity.

If they elect, at a later date, to reduce their life insurance to the \$25,000 they will not have another opportunity to sign up.

If an employee elects to maintain the higher level of insurance and then is laid off he/she will be allowed to maintain the higher level of insurance again when they return to work, provided their recall rights have not expired.

**GROUP #3**

Active employees who were age 55 or over at April 26, 1988.

Coverage equal to 1.5 times base earnings, frozen at the pre-April 26, 1992 level.

Employees pay 15 cents per thousand dollars of coverage.

Life Insurance at age 65 subject to reduction formula. i.e. at age 65 life insurance is reduced by 50%. On the second anniversary after attainment of age 65 a further reduction of one-sixth of the amount of life insurance in force immediately prior to the date of the first reduction will be made. No employee contributions are

required for the life insurance continued in force, in reduced amount, after age 65.

#### **GROUP #4**

Active employees who turned age 55 between April 26, 1988 and December 31, 1992.

Coverage equal to 1.5 times base earnings, frozen at the pre-April 26, 1992 level.

Employees pay 15 cents per thousand dollars of coverage.

Life insurance reduces to \$4,000 at age 65.

#### **INSURANCE FOR RETIREES**

The Company will provide a \$4000 paid up Life Insurance Policy to employees retiring at age 65.

Early retirees will maintain the same life insurance coverage as was in force prior to taking early retirement until age 65, when they will receive a \$4000 paid up policy. The employees U.I.C. rebate will be used towards funding this.

The Company will pay current premium charges for Extended Health Care (excluding Semi-Private coverage) for employees who retire at age 62, until age 65. It is understood that premium increases will be borne by the employee.

Prior to age 62, employees will be allowed to pay premium to the Company for Extended Health Care to have coverage as above.

#### **ELIGIBILITY AND EFFECTIVE DATE**

The employee becomes eligible for Life Insurance on the day after completing three months of continuous service.

By enrolling on or before the day an employee becomes eligible he will become insured on the date of eligibility if he is then at work; otherwise on the day he returns to work.

To enrol, the employee must fill out and return his enrolment card. The employee is not required to take a physical examination if he enrolls on or before the day he could first become insured or within 31 days thereafter. However, if he does not enrol during that period, the Insurance Company may require him to pass a medical examination before he can become insured.

#### **TERMINATION OF INSURANCE**

When an employee's employment is terminated his insurance will cease on the last day of the month in which employment is terminated. Nevertheless, if he should die within 31 days thereafter, his Life Insurance will still be paid to his beneficiary.

He may arrange with the Insurance Carrier to continue his Life Insurance protection under an individual policy, without medical examination, if he applies for it within 31 days after the date his employment terminates. The individual Life Insurance Policy will be issued upon one of the forms of policies, except Term Insurance, then customarily issued by the Insurance Carrier only, without Disability benefits, at the rate for his class of risk and age at that time.

Because the Life Insurance will be payable for death occurring during the 31 days after the date his insurance terminates, the individual policy will not become effective until the 31 day period has expired.

## 2. ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE

The Company will provide an amount equal to one and one half times the employee's base earnings, to a maximum of \$50,000.

### Dependant Life

Spouse - \$4000  
Dependant children - \$2000

## 3. LONG TERM DISABILITY BENEFITS

The Company will provide an amount equal to **66 and 2/3%** of the employees basic monthly earnings, up to a maximum of \$1,000 per month and offset by Canada Pension Benefit. This benefit is payable for a maximum of five years or until age **65**. L.T.D. payments do not reduce life insurance amount.  
Effective April 26, 1993 = \$1,100 per month.

## 4. WEEKLY SICKNESS & ACCIDENT INSURANCE

(Non-Occupational)

The Company will provide Weekly Sickness and Accident Insurance (Non-occupational) to employees in the bargaining unit. Benefits start with the first day of hospitalization, the first day of an accident or the fourth day an employee is totally disabled and will continue during his disability for as long as **26** weeks. Benefits will equal **66 and 2/3%** of basic weekly earnings up to the maximum U.I.C. benefit.

After he returns to work, if he again becomes disabled from a different and unrelated cause he again becomes eligible for full benefit. Of course, he must be under the care of a Physician licensed to practice medicine.

No disability benefits are payable for a period of pregnancy leave of absence in accordance with the following:

- a) Employees entitled to pregnancy leave of absence in accordance with applicable provincial statutes. No benefits are payable for any period of pregnancy leave of absence requested by the employee and granted by the Employer in accordance with any existing provincial statute or during any period an employee could be placed on such pregnancy leave by the Employer in accordance with the pregnancy provisions of the applicable provincial statute.
- b) Employees not entitled to pregnancy leave of absence in accordance with provincial statutes. No benefits are payable for any period that an employee is on pregnancy leave of absence as defined in this Contract or any period during which an employee could be placed on such pregnancy leave by the Employer. For insurance purposes hereunder, pregnancy leave of absence is defined as a period of time:
  - i) which commences
    - on the date of leave of absence from work or
    - ten weeks before the week on which confinement is expected whichever is later, and
  - ii) which terminates
    - six weeks after the week of delivery or



- fourteen weeks after the first week for which maternity benefits are claimed and payable under Section 30 of the Unemployment Insurance Act-Canada, whichever is later.
- c) No disability benefits are payable during any period of leave of absence that is greater than the period provided for under (a) or (b) above, if an employee is entitled to and has applied for such greater period of pregnancy leave of absence under any term of contract of employment, or written, express or implied, that prevails over (a) and (b) above.

Agreement made this 26th day of April 1994, between Washington Mills Electro Minerals Corporation of Niagara Falls, Ontario (hereinafter called the "**Employer**") and the United Steelworkers of America (hereinafter called the "**Union**") on behalf of itself and its Local 4151 plant unit (hereinafter called the "**Local Union**").

The parties agree that the Appendix "**A**" describing the Pension Plan and Appendix "**B**" describing the Group Insurance Plan attached to this Agreement dated April 26, 1994, will be continued in effect until April 25, 1996.

The parties agree that the cost of Hospital and Medical Plans, and Sickness and Accident Insurance (non-occupational) listed below will be shared as follows:

The Company will pay 100% of cost of premium for:

Hospital Plan  
Supplementary Hospital Plan

**SICKNESS AND ACCIDENT INSURANCE;**

The parties agree that the attached Weekly Sickness and Accident Insurance (non-occupational) will remain in effect for the duration of this Agreement.

**EXTENDED HEALTH CARE PLAN:**

Drug Plan:

a) A.G. Drug Plan, with voluntary use of Medi-Trust mail order pharmacy, and pay direct drug card with a maximum dispensing fee of \$5.00.

**DENTAL PLAN:**

Effective April 26, 1994, the Company will provide a Dental Plan; providing 100% coverage for basic preventative treatment, Major restorative (crowns, dentures, bridgework) will be based on a 50-50 shared risk basis.

April 26, 1994 - 1993 O.D.A.

January 1, 1995 - 1994 O.D.A.

There is a \$1,500 maximum, per insured person, per year, for both the basic and major plans.

**Probationary employees:**

Probationary employees will not have Group Insurance coverage listed in Appendix "**B**" until their 91st day of employment.

Note: This will not include safety items as listed in the Contract.

GENERAL

As agreed during the 1984 negotiations, the Employer will select the carriers for all benefits negotiated between the Employer and the Union.

This Agreement will continue in effect until April 25, 1996 and shall automatically renew thereafter from year to year unless either party within the period of ninety days prior to April 25, 1996 or a like period in any subsequent year notifies the other of desire to modify or amend the Agreement.

**FOR THE COMPANY**

D. Rawbury

R. Powell

S. Thorne

M. Sproule

**FOR THE UNION**

G. Teal

J. Gazley

J. Cote

M. McLaughlin

Dear Sirs:

During our **1994** negotiations, the Company and the Union agreed that the following items should be included in this letter of understanding:

**Item 1**

The Company agrees to continue its present practice of providing prescription safety glasses for employees as outlined below:

- a) Limited to **1** pair of glasses per calendar year
- b) The Company will pay the full cost of prescription lenses and frames
- c) The glasses and frames to be provided by a vendor chosen by the Company and at a price scale agreed to by the Company and the Vendor
- d) Eye examination is the responsibility of the employee
- e) Purchase to be arranged through the Personnel Department

**Item 2**

In order to make Section **12.09** of our Agreement less burdensome for all concerned, the following procedure is established effective immediately:

The Union President, or Chairperson, will be granted eight hours a week, to conduct union business in our plant. If the number of EMC hourly employees goes to 225 or more the Union President, or Chairperson will be granted **15** hours per week.

It will be necessary for him to check out with his supervisor each day, and to contact the supervisor in each department he wishes to visit, to tell him he is there and to indicate who he is there to visit. The foregoing is contingent on the following:

- a) This time allotment will apply only to the Union President, or chairperson, except when he is absent for illness, vacation, or authorized leave of absence and,
- b) All meetings with the Company must fall within these hours.

**Item 3**

Should the Company decide to assign part of the employees in a job occupation, to more than one shift, the least senior employee within the job occupation who can satisfactorily perform the required work will rotate.

**Item 4**

The commitment made by the Company regarding the use of outside contractors will continue for the duration of the **1994** labour Agreement (see letter attached).

**Item 5**

The Company agrees that all verbal and written warnings will be removed from the employees file after a six month period.

**Item 6: Technological Change**

Both parties recognize the importance of lessening as much as reasonably possible the effects of technological change upon the job security and the earnings of an employee older in service who may be displaced from his job as a result of such change. The

Company will notify the Union six months in advance of any technological change which may cause a displacement of employees from their jobs. The Company will meet and inform the Union of the planned change and will hold further meetings with the Union, if requested, for the purpose of discussing general matters of mutual concern affecting the interests of the employees affected. The Company will also meet with the Union as far in advance as practicable prior to the time that the technological change is to take place to discuss the application of this programme with respect to such employees.

**Definition:**

Technological change shall mean the automation of equipment, replacement of an existing facility with a new facility which produces the same product. The displacement of an employee from a job description as a result of depressed business conditions, relocation or reassignment of equipment which is not the direct result of a technological change in such equipment, resource depletion or product obsolescence or marked shift which is not the cause or the result of a technological change, fault of the employee, or layoffs caused by any strike, slowdown, lockout, sabotage, Act of God, or breakdown shall not be considered to be a technological change.

**Item 7**

The Company agrees to provide a maximum of two pairs of coveralls per week to each employee working in the following areas only: Maintenance and production employees in the following occupations: weigh and mix materials, operate pan mill and grinding unit.

**Item 8**

There will be a humanity fund set up. All employees of this unit will contribute 40 cents per week.

**Item 9**

An employee hurt in an industrial accident shall be paid for the balance of the shift on which he is working, including any overtime premium and applicable shift premium.

**Item 10 - District 6 Savings Plan**

The Company agrees to allow employees to participate in the District 6 Savings Plan (The "District 6 Plan"), subject to the following conditions:

Participation in the District 6 Plan is optional on the part of employees.

The Union agrees to provide the Company with signed directions from employees containing the following information:

- A) The employee's name and social insurance number
- B) That contribution will be to the District 6 Plan
- C) The amount of the contribution; and
- D) Whether or not the contribution is to be made to a registered retirement savings plan.

The parties recognize that employees' ability to contribute to a registered retirement savings plan within the District 6 Plan may be limited by virtue of the employees' membership in a registered pension plan.

The Company shall bear the administrative cost associated with deducting and remitting any contributions. All other costs associated with the plan, including but not limited to, enrolling members, printing and distribution of literature, drives to increase membership, or explaining changes in the plan, shall be the responsibility of the Union.

The Union shall indemnify the Company and hold it harmless from any and all costs (other than the above mentioned administrative costs associated with the operation of the plan, including but not limited to, costs associated with the defence, investigation and settlement of any claims as well as any judgements obtained including claim, interests and costs) pertaining to the operation of the District 6 Plan.

The Company reserves the right to cancel this agreement on 60 days written notice to the Union.

**Item 11**

The parties agree to meet semi-annually to discuss contracting out issues.

**Item 12**

The parties agree to meet to discuss possible changes to the 12 hour shift schedule. Any change arising from these meetings will not be implemented until January 1, 1995.

April 1994

United Steelworkers of America  
International Union and  
Local 4151  
Niagara Falls, Ontario

Gentlemen:

During negotiations the Union proposed that the Company enter into an Agreement which would restrict the Company's rights to employ outside contractors.

The Company consistently refrained from agreeing to such a restrictive measure. As a result of meetings with the Union Committee and Representatives of the International Union, Management believes that a clean Company Policy and Procedure should be established with respect to Contracting Out of Work.

The Company has for many years maintained a policy to provide stable employment for employees in our Maintenance Department as well as all other employees. The Company intends to continue this policy. The number of Maintenance employees required depends upon the normal maintenance work which must be done. However, the volume of normal maintenance work increases or decreases when there is a variance of production requirements. It is not the practice of the Company to hire employees on a short term basis to perform work which falls in the general area of building and equipment changes, maintenance, repairs and construction, and then lay them off after a few days or a few weeks. In such cases, the Company will continue to employ outside contractors.

A number of factors will be considered in determining whether work will be contracted out. One of these is the ability of our own facilities and personnel to do the work; another is the matter of time - can we have the work completed when it is needed without stopping other needed work? And then we have the matter of cost. How can we do it at the lowest cost? These factors must be considered in each case.

We cannot expand our facilities to take care of temporary work nor consider work that falls in the category of a "specialty" for which we are not equipped or staffed. In such cases, we will be required to hire an outside contractor.

In the case of new construction or changes in basic structure many design problems arise which are outside the capacity of our engineering staff. When this happens it is essential that we retain a contractor who has available an engineering staff and a supervisory organization which is competent to meet the various building codes and design and construction requirements. New construction frequently requires a substantially larger work force than we have available and we must look to outside contractors in these cases too.

When we consider that our Maintenance Department is staffed to handle the normal maintenance load, it becomes obvious that there

is little time available to do special jobs, particularly if the work must be accomplished quickly. Every man day taken away from normal maintenance creates a danger of machine breakdown or delay in making needed repairs to keep the production operations going and the production employees at work.

In the future all work which is to be contracted out will be referred to the Maintenance Manager for his review, estimate and final determination. His final determination will be made with the understanding that if the work can be done with our own personnel, facilities and equipment in the time required and giving due consideration to the cost element of the work to be done, then it will not be contracted out.

When a determination is made that work will be contracted out the Union President will be notified when practicable before the contractor appears on the job.

We recognize the desire of our employees to have as much as possible of the so called contracting out work done by our Maintenance staff. We are sympathetic to this desire. So long as we can meet the other requirements which have been covered in this letter we will make every effort to retain for our employees as much of this type of work which we are equipped and staffed to do.

Copies of this letter are being sent to all concerned members of supervision so that we all have a clear understanding of our policy in this matter.

If you are in agreement with our policy and procedure set forth in this letter indicate by affixing your signature below.

Yours truly,  
Washington Mills Electro Minerals Corporation

S. Thorne  
Manager, Human Resources

United Steelworkers of America

G. Teal  
International Representative

United Steelworkers of America  
J. Gazley  
President  
Local 4151

April 1994

Area Representative  
United Steelworkers of America  
President  
Local 4151

Dear Sirs:

During our 1994 negotiations, the Company and the Union agreed that the following procedure would be followed, as it relates to incumbency overtime:

**Continuous Shift Workers:**

When in the judgement of the Company, an overtime assignment is necessary to fill a vacancy in an occupation of the following shift the employee on the job where the vacancy occurs will be given the first opportunity for the overtime assignment. If said vacancy cannot be filled as outlined above or is known to continue for more than one shift and in the judgement of the Company an overtime opportunity is necessary the provisions of Section 9.13(b) and 9.13(c) will be used.

**Maintenance Department Employees:**

Incumbency can be broken down into two areas for Maintenance Department employees; daily and weekend. The daily incumbency is straightforward and covers a period when a maintenance employee is working on a specific job and the end of the shift comes prior to his finishing the job. Such maintenance employees would then be kept on to continue on an overtime basis until the job is finished. On a weekend basis, or on an off-shift call-in basis, where jobs which are started on a Friday day shift, the employee(s) designated to work on that particular specific job will continue on an overtime basis until the job is completed. For example, if two Mill Mechanics are called in on Saturday to repair the Crusher and the repairs are not effected on Saturday, necessitating someone to come back and work on the Crusher on Sunday, then the same two individuals would come back to work on the Crusher on Sunday. Similarly, if a group or an individual maintenance employee is designated, by his overtime hours, to come in and work a regular shift on Saturday on a particular job assignment and the assignment is not finished at the end of quitting time on Saturday, this employee would either be kept to complete the assignment on Saturday, or return to complete the assignment on Sunday. Maintenance employees who begin a job on Friday which necessitates some work to be done on Saturday or Sunday will also be considered under this incumbency section.

**3. Productions Workers:**

Incumbency for production workers is viewed as a situation where a specific employee is working on a job and has to continue that run beyond the normal quitting time in a day.



For example, a bagger may be working on a particular work order, or batch of mix for the Briquette Department. His or her normal quitting time would come up, but the order or the mix batch is incomplete and must be completed. This individual would stay on the job until the order is complete. If, in the case of production workers, a Saturday is scheduled, the incumbency provision will not apply and the employee with the lowest overtime in the occupation will be given the first opportunity to work the Saturday.

Yours truly,

S. Thorne  
Manager, Human Resources

United Steelworkers of America

G. Teal

United Steelworkers of America  
Local 4151

J. Gazley  
President

April 1992

United Steelworkers of America  
International Union and  
Local 4151  
Niagara Falls, Ontario

Gentlemen:

During our 1994 negotiations the Company and the Union have agreed that all qualified employees must be certified annually as per the certification programme.

This Agreement will be renewed every contract year and is non-negotiable.

It is understood that an employee who fails the recertification test, as per the certification programme, will be granted an additional one week to review the operation and safety manual before retesting.

It is also understood that an employee who fails to **pass** their certification or recertification test due to medical reasons **will** be given an opportunity to be retested once their medical disability has been corrected or controlled.

Yours truly,

S. Thorne  
Manager, Human Resources

G. Teal  
United Steelworkers of America

J. Gazley  
United Steelworkers of America

Mr. J. Gazley  
resident  
Local 4151  
United Steelworkers of America

Dear Mr. Gazley:

RE: Grievance #88-03  
Grievor: J. Gazley

As we discussed in our grievance meeting of February 11, 1988, we will adopt the following policy until the contract language can be changed to accurately cover these situations. This policy will apply to employees who are away from their job site as a result of Company paid Union business, such as Union President's hours, safety meetings, and grievance meetings.

If the individual is working on the job when the need for overtime is realized he becomes the incumbent, and the person assigned to fill in while he attends to the union business will be informed that he will not become incumbent.

If the need for overtime is not realized until the individual has left to attend to the union business, he will not be incumbent; the person assigned to fill in for him will then become incumbent.

This policy will correct the present situation where the Union president can never be incumbent since he is not at his work station at the end of his shift.

Yours truly,

S. Thorne  
Manager, Human Resources