

SOURCE	EFF.	TERM.	No. OF EMPLOYEES	NOTICE

**AGREEMENT**

between

**Carborundum Abrasives  
North America  
Plattsville, Ontario**

and

**Local 12,  
Communications, Energy and Paper  
Workers' Union of Canada**

**Plant & Maintenance Employees**

**April 24, 1997 - April 23, 2000**

## Index

Purpose of this Agreement .....	3
Recognition.. .....	3
Management Rights .....	4
Stewards and Committees .....	4
Grievance Procedure .....	6
No Discrimination .....	9
Strikes and Lockouts.....	10
Seniority, Promotions and Transfers .....	10
Leaves of Absence .....	19
Hours of Work and Overtime.. .....	22
Holidays .....	27
Vacations .....	28
Jury Duty and Bereavement Pay .....	29
Wages .....	31
General Clauses .....	34
Termination .....	39
Addenda	
Pay Equity .....	50
Group Benefit Plan .....	51
Safety <b>Shoe and</b> Tool Allowance .....	57
Continuous Shift Operations .....	57
Pension Plan .....	61
Appendix 1	
Jobs Available for Cross Training .....	67

**Agreement made this 2nd day of July, 1997** between:

Carborundum Abrasives North America, **Plattsville,**  
Ontario (hereinafter referred to as the Company)

and

Local 12, Communications, Energy and Paperworkers  
Union of Canada (hereinafter referred to as the Union)

**Article I**  
**Purpose of this Agreement**

**Section 1.01** The purpose of this Agreement is to promote the mutual interests of the employer and its employees and to develop and insure harmonious relations among all the parties concerned. It is **recognized** by all the parties that this end can best be served by the operation of the plant in a manner which will insure the safety and welfare of all employees, economy of operations, the improvement of quantity and quality of production, and the protection of property. It is **recognized** by this Agreement to be the duty of the employer and the employees to cooperate fully, individually and collectively for the advancement of these conditions..

**Article II**  
**Recognition**

**Section 2.01** The Company **recognizes** the Union or its successor as the exclusive bargaining agent for all employees of the Company except Assistant Supervisor, persons above the rank of Assistant Supervisor, Laboratory employees, Watchmen, office and sales staff, persons regularly employed for not more than twenty-four hours a week and guards as defined in the Ontario Labour Relations Act.

**Section 2.02** All employees in the bargaining unit, as defined in Article II, Section 2.01, who are members of the Union as of the effective date of the Agreement must remain members of the Union for the duration of this Agreement.

**Section 2.03** The Company agrees to deduct from the wages owing to each employee, who has worked five (5) or more days in each month, union dues in the amount as specified to the Company by the local Union and remit the same monthly to the local Union together with a record of each deduction.

**Section 2.04** The Company agrees that there shall not be

any performance of bargaining unit work by employees who are excluded from the bargaining unit.

### **Article III Management Rights**

**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, subject to the terms of this Agreement, 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 material to be used.

**Section 3.02** All the functions, powers of authority, which the Employer has not specifically abridged, delegated or modified by this Agreement will be **recognized** by the Union as being retained by the Employer.

### **Article IV Stewards and Committees**

**Section 4.01** The Company shall **recognize** a total of seven (7) Stewards designated by the Union to represent various departments in the plant. **In** the event a continuous shift is instituted, up to two (2) additional Stewards will be **recognized**. The Company shall be notified of the names of the persons so selected prior to the Stewards assuming their duties.

**Section 4.02** The Grievance Committee shall be made up of the President of the Local, the Steward originating the grievance and the Chief Steward.

**Section 4.03** It is agreed that the Stewards have regular duties to perform and that Stewards will not leave their work without permission from their Supervisors. **In** accordance with this understanding the Company agrees to compensate Stewards for reasonable time lost from regu-

larly scheduled work to handle grievances in their respective departments. When there is no steward available within the department, the aggrieved employee may request a steward who is available from some other department in the plant. When functioning as a part of the afore outlined Grievance Committee such persons will be compensated at their straight time hourly rate while attending such scheduled grievance meetings with the Company. Departments, as it applies to this section, are three (3) areas; Finishing, Making and Maintenance.

**Section 4.04** Each January 1, the Union will supply a list of all Stewards, Chief Stewards, President and all other posts within the Union in writing to the Human Resources Manager. The Company will also be notified of any change to the aforementioned list at the time of the change. The Company will only **recognize** the individuals on this list as Union Officials.

**Section 4.05** It is agreed that the Union President will be assigned to the day shift and will be provided reasonable time to conduct Union affairs. Should the assignment of Union President to the day shift result in other employees being denied full shift rotation, then the Union President will be assigned to a day worker job, at the Union President's pay, or as provided for in Article XIV, Section 14.07. The Union President will be returned to the former job when **doing** so does not **deny** other employees the opportunity for full shift rotation: However, the Union President will be returned to the former job **at** the end of the term in office.

**Section 4.06** The Company agrees to **re-imburse** the members of the Bargaining Committee for regularly scheduled shifts at their normal straight time hourly rate for time lost at negotiations up to but not including conciliation.

**Section 4.07** During the orientation of new employees, the Company agrees to provide a designated local Union Officer reasonable time and space to present the Union orientation program. New employees will be made available during their first scheduled week to attend the Union orientation program.

**Article V**  
**Grievance Procedure**

**Section 5.01** "Grievance" as used in this Agreement means a disagreement as to whether the terms and conditions of the Agreement have been properly applied, administered, performed or enforced. Earnest efforts will be made by both parties to settle grievances through the following grievance procedure in a timely fashion:

**Step 1:** If an employee has a grievance which the employee has been unable to settle by discussion with the employee's supervisor, it may be presented in writing to the supervisor by the employee and the employee's steward within ten working days of the event on which the grievance is based. If the supervisor is unable to satisfactorily settle the grievance within three (3) days after receipt of the grievance, the grievance may be moved to the next step. The written grievance must set forth the following:

- a) The nature of the grievance and the circumstances out of which it arose.
- b) The remedy or correction which the Employer is requested to make.
- c) The section or sections of the Agreement which are claimed to have been violated.

**Step 2:** Within five (5) days of the decision in Step 1, the Grievance Committee may present the grievance to the Plant Manager or the Plant Manager's designate. The Plant Manager, or the designate, shall have the second step meeting within five (5) days of receipt of the written grievance. A representative of the Employer's division and/or corporate Personnel staff may be present at this meeting as well as a representative of the National Union and/or a representative designated by the local union. The Plant Manager, or designate, will give a decision in writing within five (5) days after the meeting in this step.

**Step 3:** If the grievance is not satisfactorily settled in Step 2, then within thirty (30) days either party may appeal, in writing, the matter to a single

- arbitrator. The parties may, by mutual agreement, refer the matter to an arbitration board.
- A. Single arbitrators will be chosen in the following manner:
    - 1) When a grievance is appealed to arbitration the Union will at the same time submit the names of four (4) arbitrators.
    - 2) Within five (5) days of receipt of the names of these arbitrators, the Company will name four (4) arbitrators.
    - 3) The Union will delete two (2) of the Company's choices and the Company will delete two (2) of the Union's choices.
    - 4) The four (4) remaining arbitrators will be contacted and the first available arbitrator will be the arbitrator used.
    - 5) The same arbitrator will not be used twice, consecutively.
    - 6) The parties shall jointly bear the expenses of the single arbitrator.
  - B. Arbitration boards will **be chosen** in the following manner.
    - 1) Each party will nominate a board member within five (5) days of the grievance being appealed to arbitration.
    - 2) The two nominees will attempt to select by agreement a Chairman of the Arbitration Board.
    - 3) The parties shall pay the expenses of their nominee to the Board.
    - 4) The parties shall equally bear the expenses, if any, of the Chairman of the Arbitration Board. If an agreement cannot be reached with the name of the Arbitrator within five days, the Minister of Labour of the Province of Ontario will be asked to appoint an impartial individual to act as an Arbitrator.

**Section 5.02** The Arbitration Board shall not be **authorized** to make any decision inconsistent with the provision of the Agreement, or to alter, modify or amend any parts of this Agreement. The decision of a majority of such Board or if there is no majority decision, the decision of the Chairman will be final and binding upon the parties.



A single Arbitrator shall not be **authorized** to make any decision inconsistent with the provision of the Agreement, nor to alter, modify, or amend any parts of this Agreement. The decision of the Arbitrator will be final and binding upon the parties.

**Section 5.03** Any difference arising directly between the Company and the Union may be submitted in writing by either party at Step No 2.

**Section 5.04** A claim by an employee of having been unjustly disciplined or discharged:

- a) Shall be treated as grievance. All preliminary steps of the Grievance Procedure prior to Step 2 will be omitted in such cases.
- b) May be settled by confirming the Company's action, by **re-instating** the employee with full compensation for time lost, or by any other arrangement which may be deemed just and **equitable** in the **opinion** of the conferring parties or through arbitration as provided in this article.
- c) Shall entitle the aggrieved employee, upon request to the supervisor to see the department steward for **30** minutes before leaving the property.

**Section 5.05** Saturdays, Sundays and paid holidays will not be counted in determining the time limits set out in this Article.

**Section 5.06** Any grievance which is not moved into the following step of the procedure in the time limits specified will be considered barred from further processing, unless the parties have mutually agreed to extend the time limits. A request for extension of time limits will not be denied arbitrarily. Any request for an extension of time limits must be submitted in writing and agreed to by both parties.

**Section 5.07**

- a) When an employee is to be notified of any verbal, written or disciplinary action which is to be recorded on the personnel file, the depart-

**ment** steward will be in attendance. When there is no steward available within the department, the Union President will select a steward to attend. A copy of any written disciplinary action will be provided to the Union at the time of the written disciplinary action.

If the Union and the employee are not notified, such written or verbal disciplinary action will not be used against them for further disciplinary action or in arbitration cases.

Any verbal or written disciplinary action to be taken by the Company must be presented within ten (10) days of the event or events on which the action is based. Subject to Section 5.07(b) this ten (10) day time limit will not prevent the Company from using past incidents which indicate a pattern of behaviour that warrants discipline.

- b) When an employee has completed any twelve (12) continuous month period without any notations or suspensions being placed against the employee's record, the record prior to the twelve (12) month period shall not be used as a basis for any subsequent disciplinary action taken against the employee.

## **Article VI No Discrimination**

**Section 6.01** There shall be no discrimination, interference, restraint or coercion by the Union, the Company or any of their respective agents or employees against any employee because of membership or non-membership in the Union or legitimate activity on behalf of the Union or because of race, colour, religious creed, age, sex, marital status, nationality or place of origin of such person or employee. Reference to gender under any of the terms of this agreement shall be construed as applying equally to male and female employees.

**Section 6.02** The Union will not carry on *organizational*

activities or other Union business during regular working hours, nor will the Union conduct activities during working hours on Company property which will interfere with proper conduct of Company business.

**Article VII**  
**Strikes and Lockouts**

**Section 7.01** During the term of this Agreement no employee bound by it shall strike, the Union shall not call or condone a strike and the Company shall not lock out the employees.

**Article VIII**  
**Seniority, Promotions and Transfers**

**Section 8.01** After completion of a probationary period of sixty (60) days of continuous service with the Company, a new employee's seniority will date back to the date of hire. Prior to the completion of the probationary period, an employee may be transferred, demoted, laid-off or discharged at the Company's lawful discretion.

An employee who has worked less than sixty (60) continuous days and has left the employ of the Company and is rehired, shall have the previous period(s) of employment added to the seniority date after completion of a probationary period of sixty (60) continuous days, providing all such periods are within a twelve (12) month period from the most recent date of hire.

**Section 8.02** A Seniority list will be posted on the bulletin boards and a copy provided to the Local Union President, Vice-President, Treasurer, Recording Secretary and all Union Stewards.

The Union Treasurer will also be notified once each month of the names of the new employees hired and the names of employees who have terminated their employment. Seniority lists shall be updated and **reposted** every six (6) months..

Where two (2) or more employees have the same seniority date, their names will be placed on the list in

alphabetical order. **This order will not be changed by any subsequent name changes.**

**Section 8.03** An employee's seniority will be lost if the employee:

- a) Quits the employ of the Company.
- b) Is discharged and is not reinstated through the grievance procedure.
- c) Is laid off for a period of more than twenty-four (24) months.
- d) Fails to return from lay-off within five days after recall by the Company. Such recall will be by registered mail to the last address furnished to the Company by the employee. The Company shall notify the Local Union Secretary of any person on the recall list they have failed to locate and any person who has declined recall.
- e) Exceeds a leave of absence, unless able to provide a satisfactory reason for the absence to the Plant Manager, or designated representative. The Plant Manager, or designated representative will act in a fair manner in making a decision.
- f) Is absent for more than three (3) consecutive days without just cause except in the case of illness or accident, provided the Company is notified within the above period.

**Section 8.04** When it shall become necessary to reduce the number of employees in an occupation the following procedure will be followed:

- a) The least senior employee in the occupation to be curtailed will be declared excess.
- b) i) The excess employee shall displace another employee who has less seniority provided the excess employee has the ability according to the following factors which will be used by the Company to determine qualifications and ability to do the work:
  - "Previous incumbency on the job according to the Employee Record" (not required when displacing a probationary employee)
  - "Physical Fitness"

“Ability to do the work required as outlined in the Canada Sand Papers Job Descriptions”

- ii) The excess employee will start in the highest rate and proceed to each lower rate to find an employee to displace.
- iii) In each rate the excess employee will start with the most junior employee of that rate and work up the seniority of that rate until they find the first employee that they have the ability to displace who is junior to them.
- iv) **The employee receiving a lay off notice as a result of the above procedure will elect whether to accept this lay off or bump the most junior employee if the following qualifications are met: greater seniority than the most junior employee, physical fitness, and ability to do the work required as outlined in the Canada Sand Papers Job Descriptions.**
- c) Any such excess employee not wishing to displace an employee as provided above, may displace the least senior employee in the lowest job rate provided the excess employee has the qualifications and ability to perform the work and has greater seniority at the time of the reduction.
- d) “Previous incumbency on the job” as referred to in Section 8.04 (b) shall not apply to those jobs that are indicated in Schedule “A” of this Collective Agreement.
- e) Employees assigned to a job as a result of the above procedure, who fail to make good on the job they are assigned to, will be reassigned in accordance with 8.04 (b) (ii).
- f) The President, Chief Steward, Vice-President, Recording Secretary and Treasurer shall be retained at work, notwithstanding their positions on the seniority list, providing they are qualified to perform the work available.
- g) It is agreed that employees will be given a minimum of one (1) calendar week’s notice of any lay-off or one (1) week’s pay in lieu of notice. A lay-off, as it applies to this paragraph (g), is five (5) or more consecutive days.

- h) The company agrees to give the Union President a copy of layoff notices at time of issue and any curtailment list developed.

Section **8.05** Seniority will accumulate during layoff up to the length of seniority with a maximum of two years. Such seniority accumulation will not apply to credited service under the Pension Plan.

**Section 8.06** When there is a need for additional employees in an occupation, the following procedure will be used to fill these vacancies:

- a) Employees actively at work in the plant who have been curtailed from the occupation, will be transferred back to the occupation in order of seniority except if the employee who was curtailed has subsequently successfully bid to another job in which case they shall have the opportunity by seniority to return to **the job** they were curtailed from and except as provided for in Section **8.04 (e)**. Employees shall not lose their recall right to the job that they have been originally curtailed from until such time as the employee has successfully bid to a job of equal to or higher rate than the job from which they have been curtailed. The occupation not filled as provided above will be posted and filled as outlined in Section **8.06 (b)**.
- b) If there are no curtailed employees actively at work, the position will be posted and a copy given to the Union President. Such posting will include a job description, number of vacancies and an anticipated commencement date. The posting period will be three (3) working days. When continuous 4 shifts are worked, the posting period will be five (5) working days. Any employee who wishes to bid must notify the Personnel Department in writing during the posting period. In filling a posted job the Company will only consider those employees making application.

The following factors will be considered in making the selection of an employee to fill the job:

i) Physical fitness

ii) Ability to do the job as outlined in the Canada Sand Papers Job Description.

iii) Seniority.

The most senior employee making application who meets the first two factors will be selected. The selected employee will be given a period of time to train and become acquainted with the new position. If during the first five (5) days of this period of time the employee wishes not to remain on the new position, the employee will be returned to the former position. However, such employee will be prevented from bidding on another posting to that same job for a period of six (6) months.

If found suitable for any given job, an employee's application for such job will be marked "accepted". Should the employee prove unable to perform the duties in an acceptable manner, the application will be marked "rejected" and withdrawn from file. Reasons for such rejection to be supplied, in writing, to the Union and the employee.

- c) Employees going on vacation or other approved absences may file a request with the Company to ensure their eligibility and consideration for any permanent vacancy occurring during their absence.
- d) The employer agrees to post office Union job postings simultaneously on office and plant job posting boards. Plant employees wishing to be considered for such openings may do so within the posting period provided in this Article. The employer is under no obligation to fill such posted job with a plant applicant.
- e) If there are no successful bids on the posted vacancies, employees on the recall list will be recalled in order of seniority. Employees who refuse recall to train under this section shall not lose their seniority nor shall their recall rights to other jobs or training opportunities be affected.
- f) Where a job posting for a permanent position has not been filled under the above procedures,

consideration will be given to probationary employees who have bid on the job. The employee with the earliest start date will be assigned to the job at the minimum rate for that classification. Any vacancy resulting from a probationary employee being assigned to a job as a result of this provision will be filled by a new hire or another probationary employee.

- g) If, after the above procedure, vacancies still remain, the Company will be free to use its discretion in filling the vacancy.
- h) When a new job is created in the bargaining unit, the occupation will be posted in the plant and filled in accordance with the factors as outlined in Section 8.06 (b). If there are no bids received or if there are no qualified bidders, the Company is free to fill the vacancy at its discretion.
- i) An employee who bids on a job may withdraw such application at any time by applying in writing to the Personnel Department.
- j) The successful bidder will be entitled to the vacancy unless such bidder is notified in writing that the vacancy has been cancelled.
- k) When the Company determines a vacant job will not be filled, the Company will post a notice advising the employees such vacancy will not immediately be filled.

**Section 8.07** Any employee who is a successful bidder will not be considered for any further vacancy for a period of six (6) months except where such vacancy is in an equal or higher rated category. Similarly, any employee who rejects a transfer to any job will sign a waiver to that effect and will not be considered for the same job for a period of six (6) months.

**Section 8.08** Due to the unique operations of the # 3 Making Department, operating requirements from time to time necessitate changes in shift schedules, numbers of shifts and the number of employees.

- a) When it is necessary to reduce the number of employees in the # 3 Making Department, the



most senior employees will be given the first opportunity to decide which jobs they wish to be assigned to in the # 3 Making Department provided they have the qualifications to perform such work. Those **employees** who are declared excess will displace **junior** employees in other classifications as provided for in Section **8.04 (b)**. If displacement is not possible, they will be laid off.

- b) When it is necessary to increase the number of people in the # 3 Making Department, the following procedure will be used:
  - i) The most senior employees will be given the first opportunity to decide which jobs they wish to be assigned to in the # 3 Making Department provided they have the qualifications to perform such work.
  - ii) Curtailed employees actively at work who are curtailed from the remaining vacancies will be returned to their former positions.
  - iii) Remaining vacancies will be posted and filled in accordance with Section 8.06 (b), (e), (f) and (g).

**Section 8.09 Temporary vacancies will be filled in accordance with the following steps:**

- a) **Vacancies and surges of work that are for a known duration of five days or less will be filled from within the job groupings as defined in Appendix I. When the vacancy cannot be filled from within the job groupings, the Company will fill the vacancy at its discretion.**
- b) **Vacancies and surges of work that may last longer than five days will be filled as follows:**
  - i) **&-tailed employees actively at work in order of seniority. Such employees will be deemed recalled to the job and will be curtailed at the end of the vacancy.**
  - ii) **Employees actively at work who have previous incumbency.**
  - iii) **Company discretion.**
- c) **Vacancies and surges of work in excess of ten**

days will be filled as follows:

- i) Curtailed employees actively at work in order of seniority. Such employees will be deemed recalled to the job and will be curtailed at the end of the vacancy.**
- ii) The Company will post the vacancy immediately for one day and the Company will have three days to fill the vacancy.**
- iii) Qualified employees on the recall list will be recalled, but an employee who refuses such offer shall not lose seniority or recall rights.**
- iv) Employees actively at work who have previous incumbency.**
- v) Company discretion.**
- d) For surges of work for longer than four (4) weeks the vacancy will be filled by Section 8.06.
- e) When an additional shift is required and the duration of the shift is shorter than two (2) months, the job or jobs will be considered as a temporary vacancy and the employee(s) in these positions shall return to the job they last held.
- f) For vacancies as a result of 8.06 (b) the Company may fill the resulting vacancies at its discretion for a maximum of ten (10) working days.

**Section 8.10**

- a) Excepting temporary disabilities, employees who, because of health or other reasons acceptable to the Company, have to withdraw from their jobs, shall be placed in the lowest rated job in the plant provided they are qualified and their seniority is greater. Such employees will not be considered again for the jobs from which they withdrew for a period of one (1) year, unless they provide medical confirmation of the ability to do the job.
- b) The Company will make every attempt to obtain suitable employment, if available, for bargaining unit employees who, in the Company's opinion, have become unfit or handicapped as a

result of a medical condition to such an extent that they can no longer perform their regular job.

In the event that suitable employment is not available, such employee will be placed on a job that the employee would be able to perform as a regular employee. This may include the displacement of less senior employees. This only takes place upon the agreement of both the Union and the Company. This section will only apply when 8.10 a) cannot be used.

**Section 8.11** Senior employees working within occupations having more employees than required for rotating shifts may, with one (1) week's written notice, decline to work the shift schedule provided the Company has sufficiently qualified junior employees within that occupation to fill the shift schedule.

**Section 8.12** Transfer from Plant Unit to Office Unit

- a) When an employee is transferred from the Plant Bargaining Unit to the Office Bargaining Unit then such employee shall be considered a new employee with no seniority in the Office Bargaining Unit.
- b) An employee so transferred will not be required to serve the probationary period as provided for in Article 8, Section 8.01 of the Office & Clerical Employees Collective Agreement.
- c) A transferred employee shall be entitled to participate in the Employee Benefit Programmes, Appendix I of the Office & Clerical Employees Collective Agreement, on the first day of the month following the date of transfer.
- d) Vacation entitlement shall be based on the employee's office continuous service plus the years of accumulated seniority in the Plant Bargaining Unit, which together shall be deemed "continuous service" for the purposes of Article 12, Section 12.01 of the Office & Clerical Employees Collective Agreement.
- e) Entitlement for Earnings Continuance shall be the same as that of a new employee.

- f) If, after thirty (30) working days, the Employer finds that a transferred employee cannot satisfactorily perform the duties of the job, the employee will be returned to the former job and rate of pay.
- g) A transferred **employee may** not transfer back to the Plant Bargaining Unit **except** in the event of the employee's layoff from the Office.
- h) If the employee is laid off from the Office Bargaining Unit the employee will be returned to the Plant with the seniority accumulated upon leaving the Plant Bargaining Unit, and displace according to Article 8, Section 8.04 of the Plant Collective Agreement.

**Section 8.13** Within the first two work weeks of an assignment or transfer the Company will issue a written record of the assignment or transfer to the employee.

#### **Article IX Leaves of Absence**

**Section 9.01** The Company may grant leaves of absence, without **pay**, for legitimate personal reasons. **Requests** for such leave will **be submitted**, in writing, to the Plant Manager, or designate, for approval. The Union will receive copies of **such** approved requests.

**Section 9.02** The Company will grant leaves of absence, without pay, to employees for the purpose of attending legitimate Union business including Union conventions and seminars provided an employee gives one (1) week's advance notice in writing stating the purpose for this leave of absence.

**Section 9.03**

- a) The Company will grant a leave of absence, without pay, for a period of one (1) year to any employee who is appointed to a full-time staff position with the Union, the Ontario Federation of Labour or the Canadian Labour Congress provided the employee gives a minimum of two

(2) weeks advance notice in writing. Such leave may be extended by mutual agreement of the parties upon annual application by the employee prior to the expiration of the leave.

- b) All benefit coverages will cease at the end of the month in which the employee last worked. Employees will be allowed to maintain the benefit levels through the Company provided the employee pays to the Company the total premiums in advance of the billing date. For pension purposes, any leave in excess of ninety (90) days shall not be included in credited service.

**Section 9.04** Seniority shall not accumulate during leaves of absence **except** as follows:

- a) An employee on leave of absence for illness or injury will accumulate seniority for not more than twelve (12) months.
- b) Seniority will accumulate during short leaves of absence to attend legitimate Union business including Union conventions, not to exceed three (3) weeks, and to attend Union training schools, not to exceed twenty-four (24) weeks.
- c) Seniority will accumulate for the period of legal temporary disability in case of illness or injury which is compensable under the Ontario Workers' Compensation Law.
- d) Seniority will accumulate for a maximum of thirty (30) days during a leave of absence granted under Section 9.01.
- e) Seniority will accumulate during leaves of absences when the employee is hired for temporary work in the office bargaining unit, provided such employee does not become permanent in the office immediately following such temporary work assignment.

**Section 9.05**

- a) An employee who becomes pregnant who has been employed for at least one (1) year shall be granted, upon written application, a leave of absence without pay of seventeen (17) weeks or

such shorter absence as the employee may request.

- b) Application for such leave shall be submitted at least three (3) weeks in advance and shall include the requested date for the commencement of such leave and be accompanied by a certificate from the employee's doctor specifying the anticipated delivery date.
- c) Such leave shall commence during the period of eleven (11) weeks immediately preceding the estimated date of delivery and shall not end before the expiration of six (6) weeks following the actual date of delivery or such extended periods as required by the employee's condition as certified by the employee's doctor.
- d) Where the employee and the employer agree that the period of leave which follows the date of birth may be less than six (6) weeks, the employee may return to work providing a certificate from the doctor of fitness to resume employment. If the employee cannot perform the normal duties, the Company can order an extension of the leave provided in this article.
- e) An employee to whom such leave has been granted shall be reinstated to the former position, or work of comparable nature, at the same increment level of pay as received prior to the commencement of the leave. An employee will provide three (3) weeks' written notice to the company in the event that:
  - i) the employee is requesting to return to work prior to the termination of the seventeen (17) weeks' leave of absence; or
  - ii) the employee is requesting an extension beyond the seventeen (17) weeks' leave of absence. Such request must be made three (3) weeks prior to the expiration of the seventeen (17) weeks.
- f) Credits for seniority, vacations, and pension under the provisions of this collective agreement shall continue to accrue during the period of the leave.
- g) Contributions for any employee benefits pro-

vided under the Collective Agreement will continue to be made by the Company during such leave.

- h) An **employee** who has ceased to work due to complications related to pregnancy, and is otherwise entitled to Maternity Leave, shall be granted leave upon providing the Company, before the expiration of two (2) weeks after ceasing work, with a certificate from the doctor stating that the employee was unable to perform the duties of employment because of medical conditions arising from the pregnancy.
- i) In the event that an employee is unable to return to work at the conclusion of such leave because of disability not related to the pregnancy, the employee must be paid disability benefits accumulated in respect of service when the leave began. Such benefits will commence on the date the employee would otherwise have returned to work.
- j) An employee who becomes pregnant shall at the employee's request be allowed to displace another employee on a job for which the pregnant employee has previous incumbency and the physical fitness in accordance with 8.04 (b) (ii) and 8.04 (b) (iii) for the duration of the pregnancy.

#### **Article X Hours of Work and Overtime**

**Section 10.01** For the purpose of computing the employee's pay, the standard work day will be defined as the twenty-four (24) hour period commencing with the start of the **employee's** scheduled shift and the standard work week will be forty (40) hours commencing at 00:01 Monday, with the exception of the 3rd shift of Continuous 3 Shifts which shall commence at 11:00 p.m. Sunday.

Section **10.02** The regularly scheduled work shift shall be defined in terms of continuous operation of equipment with relation to start and end times as follows:

Continuous 3 Shifts

Shift	Start	End
1	7:00 a.m. Monday	3:00 p.m. Friday
2	3:00 p.m. Monday	11:00 p.m. Friday
3	11:00 p.m. Sunday	7:00 a.m. Friday

See Notes 1, 2 and 4

Continuous 2 Shifts

Shift	Start	End
1	6:00 a.m. Monday	2:00 p.m. Friday
2	2:00 p.m. Monday	12 Midnight Thursday

See Notes 1 and 2

Continuous 4 Shifts

As defined in Addendum to Contract Number 4.

Day Workers - Monday to Friday

Start	End
7:30 a.m.	4:00 p.m.

See Note 3

Note 1 Adhesive Mix Operator and Inspector-Mixer will start one hour earlier.

Note 2 **Takedown** Operator and Maker Utility II will start one (1) hour later, except during a Hot Resin Schedule the Sizer Operator may also be scheduled to start up to one (1) hour later than their regularly scheduled starting time.

Note 3 Maintenance personnel for the purpose of boiler start up, may be required to work 4:00 a.m. to 12:00 a.m. Monday (paid lunch).

Note 4 Maintenance **personnel** who work Shift #2 (afternoons) **may** be required to work four **9-hour** shifts (Monday to Thursday) and one **4-hour** shift (Friday) to meet production requirements.



**Section 10.03** Time and one-half will be paid for all hours worked in excess of eight hours within a **standard** work day as outlined in Section 10.02 and for all hours worked in excess of the standard work week as outlined in Section 10.02 (unless already paid on a daily basis).

**Section 10.04** Time and one-half will be paid for all hours worked on Saturday and double time will be paid for all hours worked on Sunday except for employees working on continuous 4 shifts. Employees working on continuous shifts will be paid time and one-half for the sixth consecutive day worked and double time for the seventh consecutive day worked.

**Section 10.05** Nothing in this Agreement shall be construed to require the pyramiding of premium pay.

**Section 10.06** Except as provided in Section 14.06 nothing within this Agreement shall be deemed to guarantee eight (8) hours work or any other number of hours in any day, or forty (40) hours or any other number of hours, in any week, or five or any other number of days in a week, or pay for any time lost from work as a result of fire, flood, power failure or other cause beyond the control of the Company.

**Section 10.07**

- a) A record of overtime opportunity will be posted and maintained on a weekly basis. The overtime distribution list will show hours worked, hours refused in amounts equal to hours worked, and total of the previous two as total hours. The overtime distribution list shall revert to zero (0) hours at the beginning of each calendar year. The Company shall offer to distribute overtime on the basis of total hours. Initially, the Company will offer overtime hours among employees in the classification where the overtime occurs, in accordance with the overtime distribution list. Subsequent overtime will be offered to employees able to perform the work in accordance with the overtime distribution list.

The Company will attempt to keep overtime opportunity hours equitable among employees in accordance with the above. A maximum of forty-eight (48) hours will be maintained between employees in the classification.

Employees who have permanently transferred, been curtailed or temporarily transferred for a period of one week or more into a classification will be deemed to have received overtime opportunity based on the average of their new classification.

Probationary employees will be deemed to have received overtime opportunity equal to the highest individual in that classification.

An employee having a legitimate claim for being bypassed for overtime shall be given the first consideration for the next overtime opportunity. If the bypassed employee is prevented, because of curtailment, to work that opportunity the employee will be paid the equivalent of lost hours.

- b) The Company shall give no less than forty-eight (48) hours notice when overtime work is desired on Saturday and Sunday. It is understood that emergency situations may occur and that employees are expected to respond to reasonable requests to work the necessary overtime.

**Section 10.08** A request from the Union for hours of work other than those provided for in other sections of this Agreement may be considered by the Company provided reasonable and efficient coverage of job requirements are retained.

**Section 10.09** Employees will be provided a minimum of twenty-four (24) hours prior notice of a shift change. In the event such advance notice is not given, the employee will be paid at the rate of time and one-half for the first re-scheduled shift only.

An employee required to change a scheduled shift

during the course of the work week due to operation requirements shall be paid at the rate of time and one-half for the hours worked on the first shift following such change or changes. However, this premium payment will not apply where the change is due to the employee's own request, assignment as a result of a job posting or when an employee is exercising seniority rights.

**Section 10.10** If an employee's shift is changed after a break of only one shift, the employee shall be paid at the rate of time and one-half for the first shift following such a change.

**Section 10.11** Day Worker - One ten (10) minute paid rest period will be provided in the first four (4) hours of work and one ten (10) minute paid rest period will be provided in the second four (4) hours of work. Day Workers do not receive a paid lunch.

Continuous shift workers, and employees required to run equipment or processes continuously, shall receive a thirty (30) minute paid lunch period and one ten (10) minute break period during the shift. Such break period will be scheduled so as to not interfere with normal operations.

**Section 10.12** Effective **July 2, 1997**, a premium of **seventy-three (73)** cents per hour will be paid for all hours worked on afternoon shifts and a premium of **eighty-five (85)** cents will be paid for all hours worked on night shifts. Effective **April 23, 1998**, a premium of **seventy-eight (78)** cents will be paid for all hours worked on afternoon shifts and a premium of **ninety (90)** cents will be paid for all hours worked on night shifts. Effective **April 23, 1999**, a premium of **eighty-three (83)** cents will be paid for all hours worked on afternoon shifts and a premium of **ninety-five (95)** cents will be paid for all hours worked on night shifts.

An afternoon shift is a shift which starts between 2 p.m. and 10 p.m. A night shift is a shift which starts between 10 p.m. and 6 a.m.

**Section 10.13** Effective November 18, 1994, a premium of fifty (50) cents will be paid for all hours worked on a "Hot Resin" or "Waterproof" run. Effective April 23,

1995, a premium of fifty-three (53) cents will be paid and effective April 23, 1996, a premium of fifty-six (56) cents will be paid.

**Section 10.14** An emergency call-in shall be defined as a call-in to perform work during a period separated from the employee's regular shift and not continuing into or extending beyond such scheduled shift.

**Section 10.15** An employee responding to an emergency call-in shall be paid for such hours at the appropriate rate of pay, but shall be guaranteed not less than four (4) hours pay at the employee's straight-time payroll hourly rate.

## **Article XI Holidays**

**Section 11.01** The following holidays will be observed: New Year's Day, Good Friday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, December 24th, Christmas Day, Boxing Day, Employee's birthday and an additional holiday, the date of which will be mutually agreed upon by the parties. Any holiday falling on Saturday or Sunday shall be **recognized** on the working day nearest to the holiday or on a day mutually agreed to by both parties.

**Section 11.02** Employees who complete their probationary period will be paid for any holiday which may have fallen within the probationary period. Employees with seniority will be paid for holidays at their regular **straight-time** rate times the number of their scheduled hours, plus shift premium, provided such employees work their full scheduled day immediately prior to and following the holiday.

**Section 11.03** An employee will be eligible to receive holiday pay if the employee is absent on the last scheduled working day prior to or following the holiday by reason of illness or injury substantiated by medical evidence or for other bona fide reasons acceptable to the Plant Manager or designate, and provided the employee is not receiving

Sickness and Accident nor Workers' Compensation Benefits.

**Section 11.04** An employee who works on the day of observance of a holiday will be paid the holiday pay allowance and, in addition, double time for all hours worked.

**Section 11.05** An employee who is scheduled to work on a holiday and who fails to fulfill the work schedule will not receive holiday pay unless the employee had a legitimate reason for such absence.

## **Article XII Vacations**

**Section 12.01** Each employee who has worked in the current calendar year shall be entitled to receive a vacation with pay subject to the provisions of this Article.

Years of Seniority in the Current Calendar Year	Vacation Entitlement	Percentage of Total Annual Earnings
Effective April 23, 1990		
1 but less than 5	2 weeks	4
5 but less than 10	3 weeks	6
10 but less than 18	4 weeks	8
18 but less than 25	5 weeks	10
25 years or more	6 weeks	12

Total annual earnings for the purpose of this paragraph Section 12.01 shall include those earnings earned between July 1 of the previous year and June 30 of the current year.

**Section 12.02** Employees will receive the greater of the applicable percentage of their total annual earnings or their regular hourly rate as of June 30, multiplied by 40, multiplied by the number of weeks they are to receive as vacation entitlement.

**Section 12.03** For employees who have less than one year seniority as of June 30 of any year, they will receive

4 percent of their total earnings from their date of employment to June 30 as vacation pay. They will receive 10/12 of a day's vacation for each month worked as vacation entitlement.

**Section 12.04** Vacation pay will be issued in the second week of July of the current calendar year. An employee who wishes to take vacation and receive vacation pay prior to the second week of July may do so by giving the supervisor two week's notice in writing.

**Section 12.05** Vacation pay and time in excess of two weeks may be carried forward. In such instances, weeks of vacation pay carried over will be paid at the rate calculated as of June 30 of the year in which the vacation credits were obtained. Such re-scheduled vacation will have secondary consideration to vacations normally scheduled in that calendar year.

**Section 12.06** If an employee terminates for any reason or is laid off, vacation pay will be calculated on the basis of 2 percent of gross earnings from the previous July 1 to the date of termination or lay-off for each week of vacation entitlement as outlined in Section 12.01.

**Section 12.07** If an employee is re-employed, only those earnings received after such reemployment will be considered in calculating vacation pay.

### **Article XIII Jury Duty and Bereavement Pay**

**Section 13.01** An employee called for jury duty, or subpoenaed as witness in a court proceeding, will be paid the difference between the fee received and the employee's payroll hourly rate, for each hour lost from regularly scheduled shifts, provided that the employee returns to work if excused in time to do so.

**Section 13.02** The Employer will protect the employee against loss of pay during absence due to a death in the immediate family in accordance with the following regulations:

- a) The term “immediate family” shall include only father or mother, step-father or step-mother, step-son or step-daughter, brother or sister, father-in-law or mother-in-law, and grandchildren.
- b) An employee will be protected under such circumstances against loss of pay during the time lost from the employee’s regularly scheduled work hours at the employee’s regular **straight-time** hourly rate subject to the following:
  - i) The time to be paid for, shall be for three (3) days straight time pay lost in the seven day **period commencing from the day of death**, which may include days after the funeral.
  - ii) Compensation shall not exceed pay for three (3) times the number of hours in the regularly scheduled work day.
  - iii) In a case under the article where because of distance or other cause the employee does not attend the funeral of the deceased relative, the Employer shall grant an excused absence from the hours the **employee** is scheduled for work in the regular work week of one (1) day between the date of death and the date of the funeral and will pay the employee for the scheduled hours not worked during the said one (1) day at the employee’s payroll hourly rate, provided that upon request the employee furnishes the Employer with satisfactory proof of death.

**Section 13.03** In the event of the death of a grandmother or grandfather, or brother-in-law or sister-in-law, or **son-in-law** or daughter-in-law, or grandparent-in-law, the employee will be permitted one (1) day compassionate leave with pay.

**Section 13.04** In the event of the death of an employee’s spouse, son, or daughter, the employee will be permitted one week **compassionate** leave with **pay** at the **employee’s** regular **straight** time hourly rate for **the employee’s** scheduled hours in the seven-day period following the day of the death to a maximum of **48** hours.

**Section 13.05** In the event the death of a family member occurs while the employee is on vacation, the vacation may be extended by the applicable number of bereavement days.

**Article XIV**  
**Wages**

**Section 14.01** The rate ranges for each occupation included in the Bargaining Unit are set forth in Schedules A and B, and have been initialled by the parties and made a part of this Agreement. The hourly job evaluation plan has been agreed upon and is made a part of this Agreement. Two employees, selected by the Union, will compose the Union Job Evaluation Committee. Nothing in this Agreement will be construed to restrict the Company in establishing a new occupation nor to make a change in an existing occupation.

- i) If a new occupation is established or if there is a change in an existing occupation which will increase or decrease the job evaluation point value, the new or changed occupation will be evaluated and classified into its proper wage rate classification by the Company in accordance with the aforementioned job evaluation plan.
- ii) In the case of an occupation which has changed as provided above, only those factors affected by the change will be considered in the re-evaluation.
- iii) A copy of a new or changed job description and evaluation will be submitted to the Union Job Evaluation Committee within thirty (30) days for validation, review and agreement. When the job description/evaluation has been agreed to, it will be signed off by both parties.
- iv) For the purposes of job posting, the Company will establish a tentative job classification subject to final validation of the description and the evaluation.
- v) Should the Union Evaluation Committee not



indicate in writing their disagreement with the new or changed job description and evaluation within thirty (30) days of receipt of same, such description and evaluation shall stand as submitted.

- vi) If no agreement is reached between the Company and Union Evaluation Committee, then both parties will meet within 30 days of notice of disagreement and attempt to resolve their disagreement(s). The Company will pay the Union Job Evaluation Committee at their straight time hourly rate for time spent at such meeting. Should the parties fail to resolve their disagreement(s) then within ten (10) days, either party may notify the other in writing of its intent to submit their differences to referees.
- vii) One (1) referee shall be appointed by the Company and one (1) shall be appointed by the Union.
- viii) Agreement by the referees shall be final and binding on both parties.
- ix) If the referees fail to reach agreement, the job description and evaluation shall be treated as a grievance and submitted in Step 2 of the grievance procedure.
- x) Job descriptions established prior to April 22, 1984, will only be referred by either party to the other for review, validation and reevaluation where significant inaccuracies are apparent. Significant inaccuracies are defined as factor degrees which will result in one (1) or more grade changes. A changed job description, if applicable, and the reevaluation will be submitted. The receiving party must respond in writing within 30 days with their agreement or disagreement. If no agreement is reached, the steps indicated in vi, vii, viii, and ix above shall be applicable.
- xi) Any change in rate as a result of re-evaluation will be effective on the date the employee provides a written submission describing changes to the job to the supervisor or the supervisor

provides a **written** submission describing change to the job to the Personnel Department.

**Section 14.02** The progression schedule on jobs within the rate ranges as set forth in Schedules A and B, shall not exceed a period of six (6) months divided into intervals with promotional increments at three (3) months and six (6) months as indicated in Schedules A and B.

**Section 14.03** New employees will be paid the minimum rate for their occupation as provided in subsection (a) below and all other rate changes will be made on the date as provided in sub-section a) below.

- a) All rate changes that may occur as the result of the application of this Agreement will become effective on the first day of the work week nearest of the date of the change.

**Section 14.04** Employees who successfully bid to higher rated occupations will be transferred at their own rate, or the mid point for the occupation to which they are transferred, whichever is higher, and will progress to the maximum of the rate in accordance with Schedules A and B.

**Section 14.05** Employees who are demoted, or successfully bid to a lower rated occupation, will be transferred at their own rate or the maximum rate of the occupation to which they are transferred, whichever is lower, and will progress to the maximum of the rate in accordance with Schedules A and B.

**Section 14.06** Employees who report for work when there is no work for them, unless previously notified not to report for work, will be given four (4) hours pay provided they perform work that may be assigned by the supervisor. This will not apply in a case of fire, flood, power failure or other causes beyond the control of the Company.

**Section 14.07** Employees who are temporarily transferred to higher rated jobs will receive their own rate, or the mid point of the temporary job, whichever is the greater. The Company will keep a record of time worked by employees assigned to jobs on a temporary basis for

weekly periods. These weekly periods will be accumulated for the purposes of progression within the job range of the progression rate schedule, as provided for in this Agreement. The rate of pay that employees will receive on second and subsequent temporary transfers will be determined by the accumulation of time spent on the job in accordance with the record mentioned above. Employees temporarily transferred to lower rated jobs will receive their own rate for the period of the transfer. Temporary transfers do not affect an employees' progression on their own jobs.

#### **Article XV General Clauses**

**Section 15.01** The Company agrees that the Union notices may be posted on the Bulletin boards after the approval of the Plant Manager.

**Section 15.02** Monthly meetings of the Labour Management Safety Committee will be held in the interest of the safety and health of the employees.

**Section 15.03** The Insurance and Pension Plan have been agreed to, and will remain in force for the life of this Agreement unless changed by Government order. A description of such plans has been reduced to writing and is made a part of this Agreement for reference.

**Section 15.04**

- a) The Local Union President will be notified in writing as soon as practical of any employee promoted from the bargaining unit.
- b) Any such employee returning to the bargaining unit will do so as a new hire.

**Section 15.05** Supervisory employees will not perform work normally performed by the bargaining unit, unless such work is for the purpose of training or development or in cases of emergency (an unforeseen combination of circumstances which calls for immediate action).

### Section 15.06 Maintenance Training Program

a) Preamble:

The parties **recognize** the importance and value of ensuring that Maintenance Department employees have a thorough knowledge of methods, practices and skills of their trades in order to meet the needs of industry and to acquire the appropriate certificates of qualification or recognition available through the Ministry of Skills and Development, or as may otherwise be **recognized** by the parties if not designated or regulated officially. Nothing in this Section 15.06 shall be deemed to supercede the job description and evaluation plan agreed to by the parties.

b) Purpose:

The Maintenance Training Program is to qualify present and future Maintenance Department employees with a Certificate of Apprenticeship and a Certificate of Qualification in trades selected by the Company.

c) Education Qualifications:

i) An employee applying for apprenticeship training must have a minimum of Grade **10** standing in an Ontario Secondary School or an equivalent level of education;

AND

ii) Acceptance into the **Maintenance Training** Program shall be conditional upon the employee satisfying the requirements established by the Ministry of Skills and Development for entry into the trade.

d) Training:

i) Training and instruction will consist of practical on-the-job training and shall be coupled with related instruction at a college of applied arts and technology.

ii) The apprentice will be required to complete the necessary periods of training and instruction as set out in the regulations for the trade in question.

iii) The periods of time to be spent at a college of applied arts and technology shall be determined

- by the Ministry of Skills and Development.
- iv) An apprentice enrolled in the trade of Electrician may be given the opportunity to take and complete the Electronic Control Course upon completing the basic, intermediate and advanced course in the trade of Electrician.
- e) Training Allowance:
- i) When an apprentice attends courses at a college of applied arts and **technology**, tuition fees, living allowance and travel **expenses** are paid by the Federal Department of Manpower and Immigration and **the Ontario Ministry** of Skills and Development under a shared cost arrangement.
- f) Failure to Maintain Satisfactory Performance:
- i) Present employees of the Maintenance Department in Classification **G, M, H**, or higher who apply for and qualify for acceptance into the Maintenance Training Program and who fail to maintain a satisfactory level of performance will be retained in their department in the job classification held by them **at** the time of entering the program and be paid the appropriate rate of pay applicable thereto.
  - ii) Other employees entering the Maintenance Training Program who have completed their probationary period and who fail to maintain a satisfactory level of performance or request to be removed from the program will be assigned to the lowest rated job in the plant, provided they have the qualifications and ability to perform the work and their seniority is greater at the time of the reduction. If such employee cannot so displace a junior **employee they** will be laid off **and** take **their** place **on the recall** list.
- g) Determination of Number of Apprentices:
- i) The determination of the **number** of apprentices in any given trade shall be determined by the Company subject to the appropriate Government Regulations.
  - ii) The number of apprentices allowed to attend a college of applied arts and technology at any one time, shall be determined by the Company.

- iii) All apprentices shall be registered under the **Apprenticeship and Tradesmen's Qualifications Act** of the Government of Ontario.
- iv) Where there are more qualified candidates than openings, seniority shall govern.
- h) Rates of Pay:
  - i) Rates of pay shall be in accordance with a schedule of training mutually agreed to by the parties **and shall be consistent with Government regulations.**
  - ii) The starting classification for all apprentices shall be the classification called "**Apprentice**". Apprentices will start at rate number **9**, maximum level, and will be advanced to the maximum of the next rate following the completion of each **1000** hours of satisfactory performance or each **1000** hours of credit as determined by the Ministry of Skills and Development.
  - iii) Assignment to this program shall be on the basis of an employee's bid on the posted position of Apprentice and on the basis of the employee's qualifications as determined by **the** Ministry of Skills and Development. When determining the successful bidder for the posted position of Apprentice, the **Company** shall first consider applicants from the **classification Maintenance, 2nd Class**, consistent with the provision of Section **8.06**. Failing to get a **successful** bidder from **Maintenance, 2nd Class**, **the** provision of Section **8.06** shall govern.
  - iv) When an apprentice is required to attend at a college of applied **arts and** technology, the Company will consider those hours which the apprentice attends **school** as hours worked for the purposes of this Agreement. It is understood that the maximum number of hours so considered will be forty (**40**) hours in a week and payment will be at the rate of pay of the group to which the apprentice is assigned at the time in question. If absent from school when required to attend, an employee shall not be entitled to receive pay from the Company for such day.
  - v) Where an apprentice fails the examinations ad-

ministered by the college of applied arts and technology and repeats same, the apprentice shall not be paid by the Company for time lost from work.

- vi) When an apprentice **successfully completes** the Maintenance Training Program and 'furnishes proof of qualifying for a Certificate of Apprenticeship and a **Certificate** of Qualification, the apprentice shall be paid the full rate for the trade **classification**, effective from the beginning of the pay period immediately following the completion of the prescribed hours of training and instruction established by the Ministry of Skills and Development.

**Section 15.07** When the Company purchases major new production equipment, it will meet with the Union President and one other Union member to discuss the anticipated date of installation and personnel needs so that the appropriate seniority provisions of the Agreement may be fully implemented. When such new equipment replaces existing equipment, then the current incumbents in order of seniority will be given the first opportunity to be the successful bidder for the new **job**. Should the **opportunity** to be the successful bidder be declined, such **incumbent** will be declared excess and the job will be filled consistent with the provisions of **Article 8**. Where new equipment does not replace existing equipment, any jobs will be filled in accordance with **Article 8**. The Company will provide any training that is required.

**Section 15.08** Prior to the implementation of technological change the Company shall meet with the Union Committee in a timely manner to discuss the impact of such a technological change with a view to resolving any potential difficulties or conflicts. During such discussions the Union and the Company will endeavour to **minimize** lay-offs by considering the training and retraining needs of affected employees, and/or the reassignment of such employees to positions elsewhere in the plant. However, should such **technological change** result in **job** elimination requiring **termination** of **employment** then the Company will meet with the Union **Bargaining** Committee to effect a settlement for those employees affected.

**Section 15.09** The Company will provide space for an office to be used by the Union from 7:00 a.m. to 5:00 p.m., Monday through Friday, and for the regularly scheduled Executive meetings. This office will be on the same key lock security system as the rest of the facility.

**Section 15.10** In the event of permanent closure of the **Plattsville** facility, each active employee at the time of closure will be eligible for severance pay as follows:

An amount equal to the employee's regular wages for a regular non-overtime work week multiplied by the sum of:

- a) the number of the employee's completed years of employment, and
- b) any additional number of the employee's completed months of employment divided by 12.

In addition each employee will be entitled to six (6) months service for each completed ten (10) years of employment when calculating severance pay.

Where an employee is laid off as a result of the closure of a department, herein defined as:

DEPARTMENT	CONSISTING OF
1	#2 & 3 Makers, Stearate Line & Primary Conversion
2	Maintenance
3	Receiving, Shipping & Warehouse
4	Sheets, Discs, & Belts

the employee shall have the right to the severance pay above provided, following thirteen consecutive weeks of layoff, if the employee elects in writing to relinquish seniority and any recall rights found in the Collective Agreement.

This severance provision is inclusive of any provisions of the Employment Standards Act of Ontario.

#### **Article XVI Termination**

**Section 16.01** This Agreement shall, become effective on the **2nd day of July, 1997**, and shall remain in effect until 12:01 a.m., April 23, **2000**, and thereafter shall be



automatically renewed for one year periods unless either party shall notify the other party of a desire to modify or terminate this Agreement. Such notification must not be more than ninety (90) days or less than thirty (30) days prior to the 23rd day of April, 2000, or the same date in a subsequent year during the life of this Agreement.

SIGNED at **Plattsville**, Ontario this **2nd day of July, 1997**.

Carborundum Abrasives North America

**R. Dumbreck**

R. Simpson

C. Stephens

Local 12

Communication, Energy and Paperworkers Union of  
Canada

**J. Sokkanen**

K. Davidson

**K. Arsenaault**

C. Fowler

W. Jackson

**M. Kidman**

**Schedule A**

Titles, Rate Numbers and Progression Schedules from April 27, 1997, to and including April 23, 1998.

\* Indicates previous incumbency is not required as per 8.04 (d).

Title	Rate No.	Rate		
		Min.	3 Mos.	6 Mos.
* Bench & Miscellaneous	1	13.32	13.47	13.64
* Shredder Operator	1	13.32	13.47	13.64
* Shotblast Helper	1	13.32	13.47	13.64
* Belt Puller	2	13.62	13.77	13.93
* Skive, Feather, Taper - Helper	2	13.62	13.77	13.93
* Wide Belt Cutter Helper	3	13.86	14.01	14.18
Polybag Packaging Mach. Op.	3	13.86	14.01	14.18
* Press Belts	3	13.86	14.01	14.18
* Wrapper Packer Helper	3	13.86	14.01	14.18
Clerk Typist	4	14.11	14.26	14.42
* Collator Operator	4	14.11	14.26	14.42
* General Cleaner	4	14.11	14.26	14.42
* Prepare Handy Rolls	4	14.11	14.26	14.42
* Shrink Wrap & Pack Opr.	4	14.11	14.26	14.42
Skive & Taper	4	14.11	14.26	14.42
* Trim Collector	4	14.11	14.26	14.42
Assemble & Press Wide Belts	5	14.35	14.50	14.67
Assistant Warehouse Opr.	5	14.35	14.50	14.67
Automatic Wide Belt Cutter	5	14.35	14.50	14.67
Butt/Splice Short Belts	5	14.35	14.50	14.67
* General Helper Maker	5	14.35	14.50	14.67
* Join & Press Short Belts	5	14.35	14.50	14.67
Large Disc Cutter Opr.	5	14.35	14.50	14.67
Packaging Clerk	5	14.35	14.50	14.67
* Service Large Press	5	14.35	14.50	14.67
Shipping Clerk	5	14.35	14.50	14.67
* Short Belt Cutter	5	14.35	14.50	14.67
Travel Head Press	5	14.35	14.50	14.67
Wrap & Pack Rolls	5	14.35	14.50	14.67

Assemble & Pack Belts/Shts	6	14.60	14.75	14.91
<b>Back,Rough</b> , Glue Operator	6	14.60	14.75	14.91
Butt/Splice	6	14.60	14.75	14.91
<b>Flexographic</b> Print Operator	6	14.60	14.75	14.91
* General Helper-Finishing	6	14.60	14.75	14.91
* General <b>Helper-Stearate</b>	6	14.60	14.75	14.91
Intermediate Belt Cutter	6	14.60	14.75	14.91
Join & Press Long Belts	6	14.60	14.75	14.91
Join & Press Wide Belts	6	14.60	14.75	14.91
Maker Utility II	6	14.60	14.75	14.91
Sandblast Operator	6	14.60	14.75	14.91
* Service Ream Cutter	6	14.60	14.75	14.91
Skive, Feather, Taper	6	14.60	14.75	14.91
Small Press Operator	6	14.60	14.75	14.91
Stock Room Attendant	6	14.60	14.75	14.91
Wide Belt Cutter	6	14.60	14.75	14.91
Wrap & Pack Belts	6	14.60	14.75	14.91
Wrap & Pack Sheets	6	14.60	14.75	14.91
Cutter & Slasher	7	14.84	14.99	15.16
Long Belt Cutter	7	14.84	14.99	15.16
Maintenance Clerk Typist	7	14.84	14.99	15.16
Mechanical Belt Cutter	7	14.84	14.99	15.16
Sheeter Operator	7	14.84	14.99	15.16
<b>Shotblast/Glue</b> Operator	7	14.84	14.99	15.16
Skive, Feather, Taper-Wide	7	14.84	14.99	15.16
ST Flex Operator	7	14.84	14.99	15.16
Auto Packaging Machine Opr	8	15.09	15.24	15.40
<b>Biflex</b> Operator	8	15.09	15.24	15.40
Cloth Take Down Operator	8	15.09	15.24	15.40
Maintenance Helper	8	15.09	15.24	15.40
Reassemble Operator	8	15.09	15.24	15.40
Rewind Operator	8	15.09	15.24	15.40
Shipping Operator	8	15.09	15.24	15.40
<b>Skive,Feather,Taper-Segment</b>	8	15.09	15.24	15.40
Slitter Operator	8	15.09	15.24	15.40
Stock & Stores Operator	8	15.09	15.24	15.40
<b>UBA</b> Operator	8	15.09	15.24	15.40
Wide Belt Wrapper Packer	8	15.09	15.24	15.40
Apprentice - Start	9	15.33	15.48	15.65
Warehouse Operator	9	15.33	15.48	15.65

Order Layout	10	15.58	15.73	15.89
Receiver	10	15.58	15.73	15.89
Takedown Operator-Maker #2	10	15.58	15.73	15.89
Takedown Operator-Stearate	10	15.58	15.73	15.89
Large Press Operator	11	15.82	15.97	16.14
Maker Utility I	11	15.82	15.97	16.14
Roll Grinder	11	15.82	15.97	16.14
Sizer Operator	II	15.82	15.97	16.14
Adhesive Mix Operator	12	16.07	16.22	16.38
Auxiliary Operator - Mkg	12	16.07	16.22	16.38
Ream Cutter Operator	12	16.07	16.22	16.38
Stearate Operator	12	16.07	16.22	16.38
Takedown Operator	12	16.07	16.22	16.38
Utility Operator	12	16.07	16.22	16.38
Cloth Processing Operator	13	16.31	16.46	16.63
Dieman	13	16.31	16.46	16.63
Maker Helper I	13	16.31	16.46	16.63
Maker Operator-Maker #2	13	16.31	16.46	16.63
Mixer Inspector-Stearate	14	16.55	16.71	16.87
Maintenance, 2nd Class	14	16.55	16.71	16.87
Inspector - Making	15	16.80	16.95	17.12
Inspector-Mixer-Maker #2	15	16.80	16.95	17.12
Lead Hand	16	17.04	17.20	17.36
Maker Operator	16	17.04	17.20	17.36
Automotive Mechanic	18	19.01	19.17	19.33
Maintenance, 1st Class	18	19.01	19.17	19.33
Industrial Electrician	19	19.26	19.41	19.57
Lead Hand - Maintenance	19	19.26	19.41	19.57

**Schedule B**

Titles, Rate Numbers and Progression Schedules from April 27, 1998, to and including April 23, 1999.

\* Indicates previous incumbency is not required as per 8.04 (d).

Title	Rate No.	Rate		
		Min.	3 Mos.	6 Mos.
* Bench & Miscellaneous	1	13.62	13.77	13.94
* Shredder Operator	1	13.62	13.77	13.94
* Shotblast Helper	1	13.62	13.77	13.94
* Belt Puller	2	13.92	14.07	14.23
* Skive, Feather, Taper - Helper	2	13.92	14.07	14.23
* Wide Belt Cutter Helper	3	14.16	14.31	14.48
Polybag Packaging Mach. Op.	3	14.16	14.31	14.48
* Press Belts	3	14.16	14.31	14.48
* Wrapper Packer Helper	3	14.16	14.31	14.48
Clerk Typist	4	14.41	14.56	14.72
* Collator Operator	4	14.41	14.56	14.72
* General Cleaner	4	14.41	14.56	14.72
* Prepare Handy Rolls	4	14.41	14.56	14.72
* Shrink Wrap & Pack Opr.	4	14.41	14.56	14.72
Skive & Taper	4	14.41	14.56	14.72
* Trim Collector	4	14.41	14.56	14.72
Assemble & Press Wide Belts	5	14.65	14.80	14.97
Assistant Warehouse Opr.	5	14.65	14.80	14.97
Automatic Wide Belt Cutter	5	14.65	14.80	14.97
Butt/Splice Short Belts	5	14.65	14.80	14.97
* General Helper-Maker	5	14.65	14.80	14.97
* Join & Press Short Belts	5	14.65	14.80	14.97
Large Disc Cutter Opr.	5	14.65	14.80	14.97
Packaging Clerk	5	14.65	14.80	14.97
* Service Large Press	5	14.65	14.80	14.97
Shipping Clerk	5	14.65	14.80	14.97
* Short Belt Cutter	5	14.65	14.80	14.97
Travel Head Press	5	14.65	14.80	14.97

Wrap & Pack Rolls	5	14.65	14.80	14.97
Assemble & Pack Belts/Shts	6	14.90	15.05	15.21
Back,Rough, Glue Operator	6	14.90	15.05	15.21
Butt/Splice	6	14.90	15.05	15.21
Flexographic Print Operator	6	14.90	15.05	15.21
* General Helper-Finishing	6	14.90	15.05	15.21
* General Helper-Stearate	6	14.90	15.05	15.21
Intermediate Belt Cutter	6	14.90	15.05	15.21
Join & Press Long Belts	6	14.90	15.05	15.21
Join & Press Wide Belts	6	14.90	15.05	15.21
Maker Utility II	6	14.90	15.05	15.21
Sandblast Operator	6	14.90	15.05	15.21
* Service Ream Cutter	6	14.90	15.05	15.21
Skive, Feather, Taper	6	14.90	15.05	15.21
Small Press Operator	6	14.90	15.05	15.21
Stock Room Attendant	6	14.90	15.05	15.21
Wide Belt Cutter	6	14.90	15.05	15.21
Wrap & Pack Belts	6	14.90	15.05	15.21
Wrap & Pack Sheets	6	14.90	15.05	15.21
Cutter & Slasher	7	15.14	15.29	15.46
Long Belt Cutter	7	15.14	15.29	15.46
Maintenance Clerk Typist	7	15.14	15.29	15.46
Mechanical Belt Cutter	7	15.14	15.29	15.46
Sheeter Operator	7	15.14	15.29	15.46
Shotblast/Glue Operator	7	15.14	15.29	15.46
Skive, Feather, Taper-Wide	7	15.14	15.29	15.46
ST Flex Operator	7	15.14	15.29	15.46
Auto Packaging Machine Opr	8	15.39	15.54	15.70
Biflex Operator	8	15.39	15.54	15.70
Cloth Take Down Operator	8	15.39	15.54	15.70
Maintenance Helper	8	15.39	15.54	15.70
Reassemble Operator	8	15.39	15.54	15.70
Rewind Operator	8	15.39	15.54	15.70
Shipping Operator	8	15.39	15.54	15.70
Skive,Feather,Taper-Segment	8	15.39	15.54	15.70
Slitter Operator	8	15.39	15.54	15.70
Stock & Stores Operator	8	15.39	15.54	15.70
UBA Operator	8	15.39	15.54	15.70
Wide Belt Wrapper Packer	8	15.39	15.54	15.70

Apprentice - Start	9	15.63	15.78	15.95
Warehouse Operator	9	15.63	15.78	15.95
Order Layout Receiver	10	15.88	16.03	16.19
Takedown Operator-Maker #2	10	15.88	16.03	16.19
Takedown Operator-Stearate	10	15.88	16.03	16.19
Large Press Operator	11	16.12	16.27	16.44
Maker Utility I	11	16.12	16.27	16.44
Roll Grinder	11	16.12	16.27	16.44
Sizer Operator	11	16.12	16.27	16.44
Adhesive Mix Operator	12	16.37	16.52	16.68
Auxiliary Operator - Mkg	12	16.37	16.52	16.68
Ream Cutter Operator	12	16.37	16.52	16.68
Stearate Operator	12	16.37	16.52	16.68
Takedown Operator	12	16.37	16.52	16.68
Utility Operator	12	16.37	16.52	16.68
Cloth Processing Operator	13	16.61	16.76	16.93
Dieman	13	16.61	16.76	16.93
Maker Helper I	13	16.61	16.76	16.93
Maker Operator-Maker #2	13	16.61	16.76	16.93
Mixer Inspector-Stearate	14	16.85	17.01	17.17
Maintenance, 2nd Class	14	16.85	17.01	17.17
Inspector - Making	15	17.10	17.25	17.42
Inspector-Mixer-Maker #2	15	17.10	17.25	17.42
Lead Hand	16	17.34	17.50	17.66
Maker Operator	16	17.34	17.50	17.66
Automotive Mechanic	18	19.31	19.47	19.63
Maintenance, 1st Class	18	19.31	19.47	19.63
Industrial Electrician	19	19.56	19.71	19.87
Lead Hand - Maintenance	19	19.56	19.71	19.87

**Schedule C**

Titles, Rate Numbers and Progression Schedules from April 24, 1999.

\* Indicates previous incumbency is not required as per 8.04 (d).

Title	Rate No.	Rate		
		Min. 3 Mos.	6 Mos.	
* Bench & Miscellaneous	1	13.92	14.07	14.24
* Shredder Operator	1	13.92	14.07	14.24
* Shotblast Helper	1	13.92	14.07	14.24
* Belt Puller	2	14.22	14.37	14.53
* Skive, Feather, Taper - Helper	2	14.22	14.37	14.53
* Wide Belt Cutter Helper	3	14.46	14.61	14.78
Polybag Packaging Mach. Op.	3	14.46	14.61	14.78
* Press Belts	3	14.46	14.61	14.78
* Wrapper Packer Helper	3	14.46	14.61	14.78
Clerk Typist	4	14.71	14.86	15.02
* Collator Operator	4	14.71	14.86	15.02
* General Cleaner	4	14.71	14.86	15.02
* Prepare Handy Rolls	4	14.71	14.86	15.02
* Shrink Wrap & Pack Opr.	4	14.71	14.86	15.02
Skive & Taper	4	14.71	14.86	15.02
* Trim Collector	4	14.71	14.86	15.02
Assemble & Press Wide Belts	5	14.95	15.10	15.27
Assistant Warehouse Opr.	5	14.95	15.10	15.27
Automatic Wide Belt Cutter	5	14.95	15.10	15.27
Butt/Splice Short Belts	5	14.95	15.10	15.27
* General Helper - Maker	5	14.95	15.10	15.27
* Join & Press Short Belts	5	14.95	15.10	15.27
Large Disc Cutter Opr.	5	14.95	15.10	15.27
Packaging Clerk	5	14.95	15.10	15.27
* Service Large Press	5	14.95	15.10	15.27
Shipping Clerk	5	14.95	15.10	15.27
* Short Belt Cutter	5	14.95	15.10	15.27
Travel Head Press	5	14.95	15.10	15.27
Wrap & Pack Rolls		14.95	15.10	15.27



Assemble & Pack Belts/Shts	6	15.20	15.35	15.51
Back,Rough, Glue Operator	6	15.20	15.35	15.51
Butt/Splice	6	15.20	15.35	15.51
Flexographic Print Operator	6	15.20	15.35	15.51
* General Helper-Finishing	6	15.20	15.35	15.51
* General Helper-Stearate	6	15.20	15.35	15.51
Intermediate Belt Cutter	6	15.20	15.35	15.51
Join & Press Long Belts	6	15.20	15.35	15.51
Join & Press Wide Belts	6	15.20	15.35	15.51
Maker Utility II	6	15.20	15.35	15.51
Sandblast Operator	6	15.20	15.35	15.51
* Service Ream Cutter	6	15.20	15.35	15.51
Skive, Feather, Taper	6	15.20	15.35	15.51
Small Press Operator	6	15.20	15.35	15.51
Stock Room Attendant	6	15.20	15.35	15.51
Wide Belt Cutter	6	15.20	15.35	15.51
Wrap & Pack Belts	6	15.20	15.35	15.51
Wrap & Pack Sheets	6	15.20	15.35	15.51
Cutter & Slasher	7	15.44	15.59	15.76
Long Belt Cutter	7	15.44	15.59	15.76
Maintenance Clerk Typist	7	15.44	15.59	15.76
Mechanical Belt Cutter	7	15.44	15.59	15.76
Sheeter Operator	7	15.44	15.59	15.76
Shotblast/Glue Operator	7	15.44	15.59	15.76
Skive, Feather, Taper-Wide	7	15.44	15.59	15.76
ST Flex Operator	7	15.44	15.59	15.76
Auto Packaging Machine Opr	8	15.69	15.84	16.00
Biflex Operator	8	15.69	15.84	16.00
Cloth Take Down Operator	8	15.69	15.84	16.00
Maintenance Helper	8	15.69	15.84	16.00
Reassemble Operator	8	15.69	15.84	16.00
Rewind Operator	8	15.69	15.84	16.00
Shipping Operator	8	15.69	15.84	16.00
Skive,Feather,Taper-Segment	8	15.69	15.84	16.00
Slitter Operator	8	15.69	15.84	16.00
Stock & Stores Operator	8	15.69	15.84	16.00
UBA Operator	8	15.69	15.84	16.00
Wide Belt Wrapper Packer	8	15.69	15.84	16.00
Apprentice - Start	9	15.93	16.08	16.25
Warehouse Operator	9	15.93	16.08	16.25

Order Layout	10	16.18	16.33	16.49
Receiver	10	16.18	16.33	16.49
Takedown Operator-Maker #2	10	16.18	16.33	16.49
Takedown Operator-Stearate	10	16.18	16.33	16.49
Large Press Operator	11	16.42	16.57	16.74
Maker Utility I	11	16.42	16.57	16.74
Roll Grinder	11	16.42	16.57	16.74
Sizer Operator	11	16.42	16.57	16.74
Adhesive Mix Operator	12	16.67	16.82	16.98
Auxiliary Operator - Mkg	12	16.67	16.82	16.98
Ream Cutter Operator	12	16.67	16.82	16.98
Stearate Operator	12	16.67	16.82	16.98
Takedown Operator	12	16.67	16.82	16.98
Utility Operator	12	16.67	16.82	16.98
Cloth Processing Operator	13	16.91	17.06	17.23
Dieman	13	16.91	17.06	17.23
Maker Helper I	13	16.91	17.06	17.23
Maker Operator-Maker #2	13	16.91	17.06	17.23
Mixer Inspector-Stearate	14	17.15	17.31	17.47
Maintenance, 2nd Class	14	17.15	17.31	17.47
Inspector - Making	15	17.40	17.55	17.72
Inspector-Mixer-Maker #2	15	17.40	17.55	17.72
Lead Hand	16	17.64	17.80	17.96
Maker Operator	16	17.64	17.80	17.96
Automotive Mechanic	18	19.61	19.77	19.93
Maintenance, 1st Class	18	19.61	19.77	19.93
Industrial Electrician	19	19.86	20.01	20.17
Lead Hand - Maintenance	19	19.86	20.01	20.17

**Addendum to Contract - Number 1**  
**Pay Equity**

The following jobs are subject to an hourly wage adjustment achieved through compliance with the Pay Equity Act and as posted in 1992. These adjustments are subject to change due to job re-evaluation and application of the provisions of the Pay Equity Act.

<b>Job Title</b>	<b>Current Rate Adjustment</b>
Maintenance Clerk Typist	\$.24
Short Belt Cutter	\$.24
Clerk Typist	\$.48
Shipping Clerk	\$.24
Shrink Wrap & Pack	\$.48
Assistant Warehouse Operator	\$.24
Packaging Clerk	\$.24
Collator Operator	\$.48
Service Large Press	\$.24
Join & Press Short Belts	\$.24

## **Addendum to Contract - Number 2**

### **Group Benefit Plan**

All permanent, active, **fulltime** employees are eligible to **participate** in the Group Benefit Plan on the first day of the-month coincident **with** or next following the date they commence employment with the Company.

Employees do not have to prove insurability to be members of the Group Benefit Plan.

The insurance briefly described in this section is subject to the terms and conditions of the Group Policy issued to your Company. If you become insured, you will receive a booklet outlining your benefits under the Group Policy.

**1. O.H.I.P.**

The Company will pay 100% of the current cost of O.H.I.P.

**2. Extended Health Care**

The Company will pay 100% of the current cost of Extended Health Care. This benefit includes \$110 for prescription glasses every 24 months (effective July 1, 1988), prescription drugs and private hospital coverage. There is a deductible of \$10 per single and \$20 per family per year. Semi-private hospital coverage under the Extended Health Care Program does not require a deductible.

**3. Dental Care**

The Company will pay 100% of the premium for a dental plan equivalent to a Blue Cross Dental Plan No. 9, Rider No. 3, which, effective July 1, 1988 covers: 80% for Routine Treatment. 50% for Major Treatment including dentures; and 50% for orthodontics (to a lifetime maximum of \$500). Effective January 1, 1995, the 1994 Ontario Dental Association fee schedule will be used. Effective January 1, 1996, the 1995 Ontario Dental Association fee schedule will be used. Effective January 1, 1997, the

1996 Ontario Dental Association fee schedule will be used.

#### **4. Sickness and Accident**

The Company will pay **100%** of the cost of the Sickness and Accident premiums.

Effective **August 1, 1986**, the benefit level increases to **66-2/3** percent of the employee's regular weekly earnings with a minimum of **\$261** and a maximum of the current Unemployment insurance weekly maximum. **S. & A.** benefits will be in an amount as will ensure registration of the plan with the Unemployment Insurance Act. This improved benefit is accepted by the Union in satisfaction of an employee's share of the unemployment insurance premium rebates which will then become payable to the Company.

The commencement of payments will be on the first day of accident, **hospitalization** or surgery performed by a licensed physician in a hospital, or on the fourth day of sickness to the maximum of twenty-six weeks.

If you become totally disabled as a result of sickness or accident, so as to be prevented from performing the duties of your employment and a licensed physician certifies thereto, you will be eligible to receive weekly sickness and accident benefits. Benefits will not be payable for any period during which you are not under the care of a licensed physician.

After you return to work, if you again become disabled from a different and unrelated cause, you again become eligible for full benefit. Of course, you 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, except as provided in Article IX.

#### **5. Long Term Disability**

The Company will provide a Long Term Disability plan that will take effect when Sickness

and accident benefits are exhausted. Effective October 8, 1990, The Long Term Disability benefits will be 55% of the straight time monthly earnings at time of disability. Long Term Disability will commence at the expiration of the Sickness and Accident benefit period. An employee must be disabled from performing the employee's normal job for the first two (2) years of absence including the S & A period and in order for Long Term Disability to continue, the employee must be disabled from performing any job within or outside the Company after that two (2) year period. Upon approval of a Waiver of Premium application, basic life insurance coverage is continued without further premium payments until the employee's 65th birthday, providing the employee remains disabled and submits proof of continuing disability as requested.

**6. a) Basic Life Insurance**

In the event of your death, your Life Insurance will be payable, either in a lump sum or in installments for such fixed periods as may be arranged to any person you designate as beneficiary. You have the right to change your beneficiary at any time, within the limits prescribed by law.

Life Insurance under this program is Term Life Insurance, which provides no cash, no loan, or paid up values. The low cost of this form of insurance does not permit the creation of such values. You are informed of this so that you will not consider the Life Insurance provided under the program to be an adequate substitute for regular individual life insurance policies which you may now have or which you may plan to take in the future.

Each active employee is insured for 200% of basic annual earnings based on the employee's regular hourly rate as of September 1st of each year, if actively at work, or on the date the employee returns to active employment. The

amount of life insurance will be adjusted to the nearest \$1000. Each employee is required to pay a premium of \$.25 per \$1000 of life insurance per month.

**b) Total and Permanent Disability Benefits**

If you become totally and permanently disabled while insured under the program and prior to age 65, through either sickness or injury, an amount equal to the amount of your life insurance (not in excess of \$24,000 if you are insured for more than that amount) will be payable to you at a rate of \$18.00 per month for each \$1000 of life insurance for a maximum duration of 60 months. Such **installments**, as paid, shall reduce the amount payable at death. The first payment will be made 3 months after the receipt by the Insurance Company of due proof of such disability. If death occurs while you are so disabled and before age 65, any remaining amount payable in **installments** plus the excess amount if any will be payable as a death benefit. If, while you are so disabled, death occurs on or after age 65, any remaining amount payable in **installments**, plus the excess amount, if any, over \$24,000 will be payable as a death benefit.

**7. Optional Life Insurance**

Employees may obtain additional insurance for themselves and/or their spouses in multiples of \$10,000 to a maximum of \$150,000 each. Employees electing Optional Life Insurance may be required to prove insurability. The employee contribution for Optional Life Insurance is \$.90 per \$1000 of insurance per month.

**8. Accidental Death & Dismemberment Insurance**

The Company will pay 100% of the premium for the Accidental Death & Dismemberment Insurance.

In addition to any other benefits which an employee may receive, A.D. & D. benefits will be

paid in the event of death by accident or injury by accident which results in the losses as outlined in the policy with the insurance carrier, a summary of which appears in the Employee Group Insurance Plan booklet.

The maximum **amount** payable under this plan is equal to the employee's Basic Life Insurance benefit.

#### **9. Life Insurance Conversion**

Upon application to the Insurance Company within 31 days after your Life Insurance terminates, you may arrange to continue your Life Insurance protection under an individual policy, for an amount not greater than the amount of Basic Life Insurance you have under the program at the time of such termination, without medical examination. Such individual policy may be on any one of the forms of policy issued by the insurance company other than a policy of term insurance or one which provides disability benefits or special benefits in the event of accidental death, and will be issued at the rate applicable at your age and class of risk at the time.

Any such individual life insurance policy will become effective at the end of the 31-day conversion period referred to, and if you should die during such period, whether or not you have applied for such policy, an amount equal to the amount of Basic Life Insurance in force under the program immediately prior to termination or reduction will be payable to your beneficiary.

#### **10. Termination of Insurance**

- a) All benefits terminate at the end of the month in which an employee quits, is discharged or laid-off.
- b) If an employee is on a personal leave of absence for any reason, benefits cease at the end of the month in which an employee goes on such leave. If the employee wishes to



continue benefit coverage beyond the end of the month in which the leave commences, the employee must pay the full premium. However, employees on a leave of absence are not eligible for Sickness & Accident and Long Term Disability.

c) While an employee is on Workers' Compensation, Sickness & Accident, Long Term Disability or Maternity Leave, all benefits stay in force. Employees are not eligible to receive Sickness & Accident or Long Term Disability benefits if they are on Maternity Leave or Workers' Compensation.

d) If an employee retires between the ages of 62 and 65, the full amount of Basic Life Insurance is continued until age 65, the full premium being paid by the company. In addition, the employee may carry the following benefits, the full premium being paid by the employee: Extended Health Care and Dental Care.

At age 65, Basic and Optional Life Insurance will be reduced to 40% of the amount in effect on the day preceding the 65th birthday. All other benefit coverages cease.

At age 67, Basic and Optional Life Insurances will be reduced to 20% of the amount in effect on the day preceding the 65th birthday.

No employee contributions are required for these reduced amounts of Basic Life Insurance in force after age 65.

For those employees who retired prior to July 1, 1984, the previous provision will remain in effect, as outlined in the April 23, 1982, to April 22, 1984, Agreement. .

### **Addendum to Contract - Number 3**

#### **Safety Shoe and Tool Allowance**

- a) Safety Shoes  
Effective January 1, 1993, the Company will provide a safety shoe allowance of eighty-five (\$85.00) dollars per year.
- b) Tool Allowance  
Effective January 1, 1992, the Company will provide a tool allowance of two hundred and fifty (\$250) dollars per year to each maintenance employee.
- c) Coveralls  
Effective August 1, 1986, the Company will provide three (3) pairs of coveralls per year, and supply cleaning service for them for each maintenance employee receiving a Tool Allowance.

### **Addendum to Contract - Number 4**

#### **Continuous Shift Operations**

Agreement between Carborundum Abrasives North America and Communications, Energy and Paperworkers Union of Canada Local 12, regarding continuous shift operations at CANA Plattsville.

The parties mutually agree that the following conditions will apply to the above mentioned continuous shift operations:

- 1. The parties agree that the members of Local 12 affected by the continuous shift operations have opted for a 12 hr. continuous shift rotation as herein described.
- 2. The specifics contained in this Memorandum of Agreement amend the provisions of the current Collective Agreement only insofar as they apply to continuous shift operations.
- 3. The pay period and work week shall be defined as the same time frame and will commence with

the start of the first scheduled shift in a week. This has been agreed as 7:00 a.m. Sunday morning, to and including 6:59 a.m. Sunday morning.

4. All hours worked in excess of 40 in a pay period, and 12 in a scheduled work day, will be paid for at one and one-half times the employee's current hourly rate. Time and one-half will be paid for all hours worked on the first scheduled day off and double time for all hours worked on the second and subsequent scheduled day off in a pay period, conditional on the employees working their regularly scheduled days in that period. **Authorized** absence for such things as sickness, accident, bereavement, etc. will count as days worked for the purpose of computing overtime for off scheduled days, providing that such absences are approved by the Plant Manager.
5. The hours of work in a four week cycle for this 12 hour continuous shift will be hours of 40, 36, 48, and 36. Monday of each week from 7:00 a.m. to 3:00 p.m. will be considered down time for the maintenance of the Maker.
6. **Vacation entitlement is forty hours per week and may be scheduled in less than weekly periods.** If a holiday falls during an employee's vacation, the employee will either be allowed one additional day off with pay, or will be paid double time for the first eight hours worked instead of the day off, plus the employee's regular hourly pay.
7. If a holiday is a scheduled work day, the employee will be paid double time, plus the employee's regular hourly pay, for all hours worked on the holiday. If a holiday falls on a normally scheduled work day for an employee, but the shift is not scheduled to work, the employee will be paid twelve hours pay at the employee's hourly straight time rate. If a holiday falls on a regularly scheduled day off, the employee will receive eight hours pay at the employee's normal straight time hourly rate.

8. The parties agree that there will be no start up pay loss or pay premiums for employees affected.
9. Effective **July 2, 1997**, a premium of **\$1.56** per hour will be paid for all hours worked on day shift and a premium of **\$1.69** will be paid for all hours worked on night shift. Effective **April 23, 1998**, a premium of **\$1.66** per hour will be paid for all hours worked on day shift and a premium of **\$1.79** per hour will be paid for all hours worked on night shift. Effective **April 23, 1999**, a premium of **\$1.76** per hour will be paid for all hours worked on day shift and a premium of **\$1.89** will be paid for all hours worked on night shift. A day shift is a shift which starts at 7:00 a.m. A night shift is a shift which starts at 7:00 p.m.
10. This agreement is subject to the Employment Standards Act approval as necessary.
11. This 12 hour shift schedule will be implemented effective January 4, 1981. Either party may petition the other with 30 days notice that they wish to renegotiate the continuous shift schedule with the provision that no additional cost will be incurred by the Company to put in any other continuous shift schedule.
12. There will be one additional 10 minute break period over and above that specified in Section 10.11 of the Collective Agreement, for all employees working on continuous shift.
13. Holidays for continuous shift operations will be as provided in Article II. When a holiday falls on an employee's normally scheduled work day, holiday hours paid will be considered as hours worked for purposes of overtime calculation.
14. A continuous shift employee who works a designated holiday, and the total hours worked in the work week exceed 40, will be paid as follows: halftime premium is paid for all hours worked in excess of 40. All hours worked on the designated holiday are paid at 2.5 times.
15. If employees work their first scheduled day off,

they are paid at 1.5 times. If this day is also a designated holiday, they are paid an additional 1.5 times.

16. When a designated holiday falls on a maintenance shift day, and the employee works only 4 hours, the employee is paid at 2.5 times for the 4 hours, and 1 times for 8 hours straight.
17. If an employee is legitimately sick under situation "16" then the employee is paid 8 hours holiday pay.
18. Premium pay for work on a holiday applies to the shift(s) where work day commences on the day of the designated holiday.

**Addendum to Contract - Number 5**

**Pension Plan**

The non-contributory pension plan provides to an employee retiring after July **2, 1997**, a pension of **\$26.50** per month times years of credited service. An employee retiring **on or after May 1, 1998**, will receive a pension of **\$27.25** per month times years of credited service. An employee retiring on or after May **1, 1999**, will receive a pension of **\$28.00** per month times years of credited service. The Rules and Regulations of the Pension Plan will form part of this Agreement.

SIGNED at **Plattsville, Ontario** this **2nd day of July, 1997**.

Carborundum Abrasives North America

**R. Dumbreck**

**R. Simpson**

**C. Stephens**

Local 12

Communications, Energy and Paperworkers Union of  
Canada

**J. Sokkanen**

**K. Davidson**

**K. Arsenaault**

**C. Fowler**

**W. Jackson**

**M. Kidman**

June 25, 1986

Mr. G. Buchanan  
National Representative  
Energy and Chemical Workers' Union

This letter is to confirm our understanding regarding skill trades classifications.

Apprentice, Maintenance Class I, Industrial Electrician and Lead Hand Maintenance will no longer be evaluated according to the Job Evaluation Program but their rates of pay will be negotiated separately. However, Apprentice, Maintenance Class I, Industrial Electrician and Lead Hand Maintenance will maintain a job description.

(signed)  
**R. Dumbreck**  
Director of Manufacturing

June 11, 1997

Mr. K. Davidson,  
President,  
Local 12, C.E.P.U.

**Re:** Contracting Out

Except for emergencies, training or capital projects, no person excluded from the bargaining unit shall perform any of the work normally performed by members of the bargaining unit.

Nothing herein will be deemed to restrict the Company from moving production to other facilities or securing parts or products from other facilities.

**R. Dumbreck**  
Director of Manufacturing



April 11, 1988

Mr. **K.** Davidson  
President,  
Local 12, E.C.W.U.

Letter of Intent

It is the Company's intention to **recognize** that an employee who had to withdraw from a job under the provisions of Article 8, Section 8.10 (a) will have the right to bypass the job from which the employee withdrew when exercising bumping rights as provided for in Article 8, Section 8.04.

**R. Dumbreck**  
Director of Manufacturing

September 22, 1992

Mr. K. Davidson,  
President, Local 12, E.C.W.U.

Letter of Intent

Employees are eligible to apply for S & A benefits if a claim for W.C.B. benefits is established and has not yet been approved pending investigation by W.C.B.

When such a W.C.B. claim is approved all monies paid to the employee under S & A will be refunded in full to the employer.

(Note: Company has to develop a procedure for implementation of this process by January 1, 1993.)

(signed)  
R. Dumbreck,  
Director of Manufacturing

July 12, 1994

Mr. K. Davidson,  
Local 12, C.E.P.U.

Letter of Understanding

Video Security

This will confirm that the Company shall not use video security equipment to monitor employee work performance.

(signed)  
**R. Dumbreck,**  
Director of Manufacturing

Appendix I

	Units Required*
<b>Job Group No. 1</b>	
<b>Making</b>	
1. Sizer Operator	10
2. Auxiliary Operator - Making	30
3. Takedown Operator	10
4. Adhesive Mix Operator	20
5. Maker Helper I	10
6. Inspector - Making	25
7. Maker Operator	20
8. Stearate Operator	10
9. Takedown Operator - Stearate	10
10. Mixer/Inspector - Stearate	15
11. Takedown Operator - Mkr #2	10
12. Inspector/Mixer/Sizer - Mkr #2	20
13. Maker Operator - Mkr #2	20
<b>Job Group No. 2</b>	
<b>Receiving/Primary Conversion</b>	
1. Receiver	20
2. Stock and Stores Operator	20
3. Rewind Operator	10
4. Biflex Operator	10
5. Order Layout	20
6. ST Flex Operator	10
<b>Job Group No. 3</b>	
<b>Sheets/Discs/Rolls/Belts</b>	
1. Wrap and Pack Sheets	10
2. Auto Packaging Machine Operator	10
3. Ream Cutter Operator	20
4. Packaging Clerk	10
5. Large Disc Cutter	10
6. Small Press Operator	10
7. Large Press Operator	15
8. Wrap and Pack Rolls	10
9. Slitter Operator	20
10. Intermediate Belt Cutter	10

11. Wide Belt Cutter	10
12. Skive, Feather, Taper	10
13. Sandblast Operator	10
14. Skive, Feather, Taper - Wide	10
15. Mechanical Belt Cutter	10
16. Butt Splice Short Belts	10
17. Join and Press Wide Belts	10
18. Butt Splice	10
19. Wrap and Pack Belts	15
20. Cutter and Slasher	10
21. Sheeter Operator	20
22. Back, Rough, Glue Operator	10
23. Shotblast/Glue Operator	10

**Job Group No. 4**

**Warehouse and Shipping**

1. Clerk Typist	20
2. Shipping Clerk	20
3. Assistant Warehouse Operator	10
4. Warehouse Operator	20
5. Reassemble Operator	20
6. Shipping Operator	25

**Job Group No. 5**

**Maintenance**

1. Maintenance Clerk Typist	20
2. Roll Grinder	20

\* 1 Unit = 4 Consecutive Hours