

**COLLECTIVE AGREEMENT
BETWEEN**

Polysar 

A Bayer AG (GERMANY) COMPANY

Polysar Rubber Corporation
Sarnia, Ontario
and



**ENERGY AND
CHEMICAL WORKERS UNION**
LOCAL 914 (Polysar Rubber
Corporation)
Sarnia, Ontario
1992 - 1994

JAN 12 1993

02404 04

TABLE OF CONTENTS

ARTICLE No.	SUBJECT	Page
	THE PARTIES	5
1.	PURPOSE	5
2.	UNION RECOGNITION	6
3.	UNION SECURITY	7
4.	UNION COMMITTEES AND STEWARDS	8
	MANAGEMENT FUNCTIONS	14
	GRIEVANCE PROCEDURE	16
7.	ARBITRATION	23
	NO STRIKE: NO LOCKOUT	27
	OCCUPATIONAL CLASSIFICATIONS AND WAGE RATES	27
J.	HOURS OF WORK AND PREMIUM PAY	28
10.01	Hours of Work	28
10.02	Work Periods	29
10.03	Days Off	31
10.03(b)	Compensation Day	32
10.04	Irregular Work Periods	33
10.05	Make Up for Non Relief Positions	35
10.06	Make Up for Relief Positions	36
10.07	Overtime - General Provisions	38
10.08	Overtime Meals	43
10.09	Straight Time/Double Time	45
10.10	Premium Rates	46
10.10(a)	Call Out	46
10.10(b/c)	Change of Schedule	47
10.11	Shift Differential	51
10.12	Statutory Holidays	53
10.13	Statutory Holidays for 12 Hour Shift Employees,	53
10.14	Mutual Exchange of Working Hours	55
10.15	Temporary Rates of Pay	56
	K. HOLIDAYS	
11.01	Designation Holiday Payment	56
11.02(a)	If Worked	58
11.02(b)	If Not Worked	59

12. VACATIONS

12.01	Length of Vacation	61
12.02	Scheduling Vacations	63
12.03	Vacation Pay	65
12.04	Vacation Pay Upon Termination	66

13. JOB SECURITY

13.01	Seniority Status	69
13.02	Seniority Lists	71
13.03	Seniority If Absent From Work	71
13.04	Loss of Seniority	72
13.05	Preferential Seniority	73
13.06	Technological Change	73

14. JOB PROGRESSION AND POSTING

14.01(a)(i)	New Jobs	75
14.01(a)(ii)	Vacant Jobs In The Bargaining Unit	75
14.01(a)(iii)	Postings/Progressional Moves	77
14.01(b)	Temporary Postings and Promotions	77
14.01(c)	Curtailment of Work	78
	Layoffs & Recalls:	
14.02(a)	Lay-Offs	81
14.02(b)	Notice Prior to Layoff	81
14.02(c)	Re-Call	81

15. BULLETIN BOARDS 83

16. SAFETY, HEALTH AND WELFARE

16.01(a)	Protective Equipment	83
16.01(b/c)	Health and Safety Committee	83
16.02	Facilities	83
16.03	Disabled Employees	85
16.04	Make-Up Pay for W.C.B.	87
16.05	Pension and Benefits	88

7. LEAVE OF ABSENCE		
17.01(a)	Union Business	89
17.02	Other Business	91
17.03	Return from Leave	91
17.04	Sick Leave	92
17.05	Bereavement Leave	93

8. MISCELLANEOUS		
18.01	Jury Duty or Witness,	94
18.02	Dirty Work Bonus	94
18.03	Trades Recognition	94
18.04	Contracting	95
18.05	General Provisions for 12 Hour Shift Employees	96

9. DURATION OF AGREEMENT		98
---------------------------------------	--	-----------

10. ENDICES

A	UNION STEWARDS	101
B	OCCUPATIONAL CLASSIFICATIONS AND WAGE RATES	103
C	OVERTIME WORK GROUPS	104
E	MAINTENANCE PRACTICES	115
F	SUMMARY OF BENEFITS	129

11. CHARTS AND LETTERS

D	JOB PROGRESSION CHARTS	2
G	LETTERS OF UNDERSTANDING	30

EXPLANATORY NOTES

1. Status of 2nd Class Welder
2. Status of 2nd Class Tradespersons
3. Method of Selection of Machine Shop Planner Position
4. Wage Supervisor
5. Posting for Janitor II's
6. Lab Progression Chart - Lead Technician
7. Rehabilitation Program
8. Electrician Trainees and New Hires
9. Child Care
10. Employees in Steam & Power Generation Progression
11. Implementation of Site Wide Clothing
12. Instrument First Class Hires Status
13. Loader Operator in Gardener Group

**This Agreement executed this 1st day
of
February 1992**

BETWEEN:

Polysar Rubber Corporation - Sarnia,
Ontario, hereinafter referred to as the
"Company".

OF THE FIRST PART

AND:

ENERGY AND CHEMICAL WORKERS
UNION, LOCAL 914
(Polysar Rubber Corporation - Sarnia,
Ontario Unit), hereinafter referred to as
the "Union".

OF THE SECOND PART.

ARTICLE 1 - PURPOSE

1.01

The purpose of this Agreement is to
provide orderly collective bargaining

relations, in good faith, between the Company and its employees and the Union representing such employees, to provide orderly procedure for the prompt, and equitable, disposition of grievances and for the maintenance of mutually satisfactory hours of work, wages and working conditions.

ARTICLE 2 - RECOGNITION

2.01

The Company recognizes the Union as the sole collective bargaining agent for all employees at its Sarnia Plant save and except Foremen, persons above the ranks of Foremen, Security Guards, Salaried Safety Inspectors, Students employed during their school vacation period, and salaried employees. The above is subject to the provisions outlined in Letter of Understanding #7 relating to Summer Students.

2.02

The Company and the Union agree that no intimidation, no discrimination, no interference, and no restraint or coercion shall be exercised against any employee by either of the parties to this Agreement or their representatives on account of such employee's membership or non-membership in the Union.

ARTICLE 3 - UNION SECURITY

3.01

Any employee who is now a member of the Union and any employee who becomes a member of the Union shall, as a condition of employment, maintain such membership for the duration of this Agreement unless the Union deprives such employee of membership.

1-4

3.02

2 - 1

The Company will deduct an amount equal to the regular monthly dues of a Union member from the earnings of each employee covered by this Agreement who has completed thirty (30) calendar days of continuous employment. These deductions will be from the employee's earnings on the first pay day in each calendar month and the amounts deducted will be transmitted to the **Secretary-Treasurer** of the Union. Dues deductions will appear on T-4 slips.

ARTICLE 4 - UNION COMMITTEES AND STEWARDS

4.01 (a)

The Company will recognize a Union Steward Body hereinafter called "Steward Body". The Steward **Body** will be comprised of Stewards as designated in Appendix "A", one of whom shall be the Chief Steward and six of

whom shall be Lead Stewards. For contract negotiations, conferences and meetings held under any article of the agreement, the Company will recognize a Union Committee that shall not exceed seven (7) including the Chief Steward. For grievance conferences in Step Three the Company will recognize a Union Committee that shall not exceed five (5) including the Chief Steward. In addition to the above committees, the President of the Local and/or a representative of the National Union may attend such conferences and negotiations when so desired by the Union.

The Company will compensate up to six (6) members of the Union Contract Negotiating Committee who are employees of Polysar Rubber Corporation - Sarnia, Ontario for lost time from their regular schedule spent in contract negotiation meetings with the Company. Compensation will only be paid up to Conciliation.

630-1

4.01 (b)

The Union will select its stewards and committees and the Company will recognize such representatives of the Union in their respective capacities. The Steward Body shall be as designated in Appendix "A" attached hereto, it being understood that the number and distribution of Stewards may be changed during the term of this Agreement by mutual agreement between the Company and the Union.

4.01 (c)

In the event a Steward is transferred from one area of representation to a new area, the employee shall continue to be recognized by the Company as a Steward of the area from which ~~the~~ the employee was transferred for a period of up to four (4) weeks.

4.01 (d)

Each Steward shall be an employee of the Company with not less than six

(6) months seniority at the date of the employee's appointment.

4.01 (e)

The Union will provide the Company with a list of personnel comprised of the Union Executive and Stewards, and of any change in personnel, as and when any such change occurs.

4.01 (f)

The Chief Steward will be placed on a day job on full-time union business during the employee's term of office and will be supplied at no cost to the Union with an adequate office facility within the plant property, including office furniture and a private telephone line.

4.01 (g)

All new Union members and new employees coming within the scope of the Collective Agreement shall receive the Union's Orientation

Program. Adequate time and facilities shall be provided by the Company to the Union to accommodate the program. If requested by the Union this may be done at the Devine Street Hall.

4.02

Conferences will be held between the Company and a Union Committee at such times as may be mutually agreed upon and a representative of the National Union and the Local Union President may be present **at** such conference, if the Union **so** desires. Requests for conferences will be made:

(a)

On behalf of the Company to the Chief Steward.

(b)

On behalf of the Union to the Manager of the Personnel Division.

A written agenda of matters to be

discussed will be supplied at the same time such a conference is requested.

4.03 (a)

During regular working hours the Stewards will be allowed a reasonable period of time from their regular duties at straight time payment to attend to Union business within the plant. If, in the opinion of the Company, a Steward is spending an unreasonable amount of time on Union business, this matter will be the subject of a conference between the Company and the Union committees as provided for in Article 4.02. If the matter is not satisfactorily disposed of it may be referred by either party to Arbitration as provided for in Article 7.

(b)

Before leaving their regular duties, Stewards shall obtain the permission of their foreman or supervisor. Should the steward wish to enter another work area, the steward must contact

the supervisor or foreman of the other area before commencing their Union business. Stewards will also report to their foreman when returning to regular duties.

(c)

The Stewards shall be permitted to enter the plant at any time to attend to Union duties, but before doing so shall obtain permission from the Security Section, which permission shall not be unreasonably denied and Stewards access cards **will** be programmed.

ARTICLE 5 - MANAGEMENT FUNCTIONS

5.01

The Union acknowledges that it **is** the function of the Company to manage the plant and direct the working force, including but not limited to the following:

(a)

To maintain order and efficiency, enforce and formulate plant rules and regulations including Fire and Safety Regulations; such rules and regulations to be consistent with the terms of this Agreement.

(b)

To hire, discipline, discharge for just cause, lay-off, classify, transfer, promote and demote, subject to the provisions hereinafter provided in this Agreement.

(c)

To manage the industrial enterprises in which the Company is engaged determining the products to be manufactured, the methods of manufacturing, the schedules of production, the kinds and location of machines and equipment to be used, the processes of manufacturing and the nature of its products.

Note: The following mechanisms may

assist the above ie) Continuing Dialogue Process, Joint Health & Safety Committee, Positive Discipline Process, Joint Environmental Committee.

ARTICLE 6 - GRIEVANCE PROCEDURE

6.01 (a)

When an employee is to be notified of disciplinary action and/or undesirable behaviour, the employee will **be** advised that Union representation will be allowed if the employee so desires.

6.01 (b)

Parties to this Agreement are agreed that it is of the utmost importance to resolve grievances and disputes in good faith and as quickly as possible. The aggrieved employee may be present at any or all steps of the grievance procedure if the employee

so desires.

6.02

The Grievance Procedure shall be as follows:

STEP NO. 1

Employees who consider that they have a grievance shall through or with their Union Steward discuss the grievance with the employee's immediate supervisor. The supervisor shall give an oral decision within five (5) regular working days following the day on which discussions commenced.

If this decision is unsatisfactory to the Employee or the Union, Step 2 may be followed within two (2) regular working days of the supervisor's decision.

Notwithstanding the foregoing, where it is mutually agreed between the parties during the First Step discussion that the circumstances provoking the

grievance can be reviewed most appropriately at Third Step, such a grievance may then be submitted directly in writing to Third Step within five (5) regular working days of the commencement of the discussions.

STEP NO. 2

The Union Steward shall reduce the Grievance to writing and refer it to the Department Head. The Union Steward shall discuss the grievance with the Department Head and the immediate supervisor involved. The Department Head shall within five (5) regular working days following the day the grievance was submitted to the Department Head, render a decision in writing. If this decision is not satisfactory to the employee or the Union, Step 3 may be followed within two (2) regular working days.

STEP NO. 3

The Lead Steward shall refer the grievance in writing to the Company

through the Manager of the Personnel Division. Within two (2) regular working days following the day the grievance was submitted, the Manager of the Personnel Division will arrange for a conference between the Company and the Union to take place within ten (10) regular working days following the day the grievance was submitted. The reply in writing shall be submitted to the Chief Steward of the Union Committee within five (5) regular working days following the day on which the conference was held. If such reply does not contain a satisfactory settlement, then the grievance may be referred by either party to Arbitration as provided for in Article 7.

6.03 (a)

In the Grievance Procedure outlined above, presentations of grievances and decisions where called for in writing, shall be on forms mutually agreed upon by the Company and the Union.

6.03 (b)

In Step 2 of the Grievance Procedure, a copy of the Department Head's decision will be given to the employee and a copy will be given to the Steward.

6.04 (a)

It is agreed that the settlement of any grievance will not be retroactive to a date earlier than thirty (30) calendar days prior to the commencement of the discussions at Step No. 1 of the Grievance Procedure.

6.04 (b)

In the case of an adjustment to an employee's rate of pay brought about through the Grievance Procedure, and which resulted from a mechanical error, proper adjustment will be made from the date the error occurred.

6.05

Any matter or question arising between the Company and the Union regarding the administration, interpretation, alleged violation, or application of this Agreement may be submitted in writing by either party as Step No. 3 of the Grievance Procedure, which in the case of a Company grievance shall be read and construed with the necessary changes.

6.06

Notwithstanding any other provisions in this Article, should the Company decide to discharge an employee or suspend an employee pending discharge, notification by the Company to such employee shall only be made in the presence of the Chief Steward and the employee's Lead Steward or their designates. Where an employee has been required to leave the premises previously, the employee will be permitted to return to the Plant to receive notification in this manner.

Upon failure to return the employee will be advised by mail. Should the employee or the Union acting on the employee's behalf wish to file a grievance against the discharge it shall be reduced to writing within ten (10) regular working days and be a subject for discussion at a meeting to be held between the Company and a Union Committee within five (5) regular working days following the filing of the grievance. Should the matter not be settled at this time, a grievance may then be referred to Arbitration as provided for in Article 7.

6.07

It is agreed that it should be optional with the Company to consider any grievance, the alleged circumstances of which occurred more than fifteen (15) working days prior to the commencement of discussions at Step No. 1 or the written referral directly to Step No. 3. In the case of a Company or a Union grievance it shall be optional with the receiving party to

consider any grievance, the alleged circumstances of which occurred more than ten (10) working days prior to its written presentation.

6.08

When an employee is off work with permission due to sickness, days off, leave of absence, vacation, or layoff such time off will not be regarded as regular working days within the meaning of this Article.

ARTICLE 7 - ARBITRATION

7.01

Both parties to this Agreement agree that any alleged misinterpretation or violation of the provisions of this Agreement, including any grievance which has been carried through the prescribed steps of the Grievance Procedure outlined in Article 6 and which has not been settled, will be referred to a Board of Arbitration at

the written request of either of the parties hereto, provided that such requests must be received not later than ten **(10)** regular working days after a decision has been rendered as provided in Step 3 of the Grievance Procedure.

7.02

The Board of Arbitration will be composed of one person appointed by the Company, one person appointed by the Union and a third party to act as Chairperson, chosen by the other two members of the Board. The Union and the Company shall each within ten (10) days from the Notice of Arbitration appoint **its** arbitrator. Each party shall forthwith give notice of such appointment to the other party. Should the person chosen by the Company to act on the Board and the person chosen by the Union fail to agree on a third person within seven (7) days, then they will notify the Minister of Labour of the Province of Ontario who will be asked to name a Chairperson.

7.03 (a)

The Board of Arbitration shall not have power to alter, change or add to this Agreement or to substitute any new provisions for any existing provisions nor to give any decision inconsistent with the terms and provisions of this Agreement.

7.03 (b)

At the request of the Chairperson of the Board of Arbitration, the parties will make available witnesses to give oral or written evidence which in the Chairperson's opinion is relevant and necessary for the determination of the matters in issue.

7.03 (c)

Notwithstanding the provisions of 7.03 (a), the Board of Arbitration shall have the authority to uphold, modify or set aside any discharge, suspension or other disciplinary measure.

7.04

The decision of the majority shall be the decision of the Arbitration Board, and shall be binding upon both parties.

7.05

Each of the parties to this Agreement will bear the expense of its appointee and will jointly share the expenses of the Chairperson.

7.06

The parties may, by mutual agreement, elect to substitute a single arbitrator in place of a Board of Arbitration. In that case, **all** provisions of Article 7 shall apply where appropriate.

**ARTICLE 8 - NO STRIKE: NO
LOCKOUT**

8.01

The Union agrees that during the life of the Agreement there will be no strike and the Company agrees that there **will be no** lockout.

**ARTICLE 9 - OCCUPATIONAL
CLASSIFICATIONS AND WAGE
RATES**

9.01

GOAT

The occupational classifications and the respective wage rates covered by this Agreement are as set forth in Appendix "B".

9.02

The classification of new jobs and requests for reclassification of existing **jobs** based on the Union's claim of a demonstrable inequity shall during the

term of this Agreement be subject to negotiation and if necessary arbitration.

**ARTICLE 10
HOURS OF WORK AND PREMIUM
PAY**

Hours of Work

10.01

The regular hours of work shall be

(a) Per Day

Day Employees & 8 Hr. Shift
Employees - 8 Hrs.
Janitor II Employees - 8 Hrs.
12 Hr. Shift Employees - 12 Hrs.

(b) Average Hours Per Week

All Employees - 37.33 Hrs.

37.20

Note: For purposes of accounting "day"
shall mean a twenty four (24)

hour period commencing at the employee's normal "AM" starting time.

Work Periods

10.02

Work Periods shall be:

(a) Day Employees

7:30 a.m. - 4:00 p.m.
or 8:00 a.m. - 4:30 p.m.

A thirty (30) minute lunch period commencing at 12:00 Noon to 12:30 p.m. shall be scheduled each working day and will not be included as part of the work period.

(b) Janitor II Employees

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

A thirty (30) minute lunch period shall be scheduled each working day and will not be included as part of the work period.

(c) 8 Hour Shift Employees

Eight (8) continuous hours
commencing at:

"A" Shift 7:30 a.m. - 3:30 p.m.

"B" Shift 3:30 p.m. - 11:30 p.m.

"C" Shift 11:30 p.m. - 7:30 a.m.

Eight (8) hour shift employees will rotate weekly between "A" and "B" shifts or "A" and "C" and "B" shifts.

(d) 12 Hour Shift Employees

Twelve (12) continuous hours
commencing at:

"D" Shift - 7:00 a.m. - 7:00 p.m.

"N" Shift - 7:00 p.m. - 7:00 a.m.

Twelve (12) hour shift employees will rotate weekly between "D" and "N" Shifts.

Note: Shift Schedules will maintain the average 37.33 hour work week and shall be by Mutual Agreement.

Days Off

10.03 (a)

Days off Shall Be:

(i) Day Employees & Janitor II
Employees

Saturday, Sunday and One (1) Friday in each Three (3) Week Cycle. It being understood that all Janitor II's may not follow the same schedule, but in any case will be scheduled **off** for a Saturday and Sunday and a Friday in each 3 week cycle.

(ii) 8 Hour Shift Employees

The two or three consecutive regularly scheduled twenty four (24) hour periods to which each employee is entitled and shall be as per shift schedule.

(iii) 12 Hour Shift Employees

The consecutive regularly scheduled **twenty four (24) hour periods to which**

each employee is entitled and shall **be** as per shift schedule.

Compensation Day

10.03 (b)

For employees who receive one Friday off in each 3 week cycle.

i)

And where a Friday(s) off falls in an employee's vacation period, then the employee will be allowed to take a Compensation Day(s) at a time which is mutually agreeable between the employee and the employee's supervisor.

ii)

This Compensation Day will be paid at eight (**8**) hours straight time in the pay period during which it is taken.

iii)

An employee will not be asked nor will the employee volunteer to work employee's designated Compensation

Day except an employee may be asked to work in emergencies, and will not be charged with refusal if the employee declines. Day refers to the twenty-four **(24)** hour period immediately following the a.m. starting time the day it is taken.

Irregular Work Periods

10.04

(a) Day Employees & Janitor II
Employees

(i)

It may become necessary to establish regular work periods, lunch periods, and/or days off which do not conform with Article 10.03. Every effort will be made to keep these to a minimum and also every effort will be made to retain consecutive days off. The introduction of such new work periods will be discussed with the Union as far in advance as is practicable and any dispute may be the subject of a grievance.

(ii)

It is recognized that certain requirements may make it necessary to establish Night Crews, for a short duration, which do not conform to the work periods above. See Appendix E: Night Crews.

(b) 8 Hour Shift Employees

(i)

Certain changes of shift schedules which affect the employee's days off may make Article 10.03 impracticable, in which case, days scheduled for work in excess of the regular schedule in a pay period shall be considered as days off for purposes of payment.

(ii)

It is understood in determining whether an employee is entitled to premium payment because of being scheduled to work in excess of the employee's regular schedule in a pay period, that days absent due to

sickness or because of leave will not count as days scheduled for work. However, days absent due to vacation or on account of a Company recognized "holiday" will be included in determining premium payment.

(iii)

Should it become necessary to establish regular work periods, which do not conform to Article 10.03 every effort will be made to keep this to a minimum. The introduction of such new work periods will be discussed with the Union as far in advance as is practicable and any dispute may be a subject of a grievance.

Make-Up for Non-Relief Positions

10.05

All Employees

(i)

An employee who loses time due to a transfer or change in schedule will be

granted the right to work at available work for straight time payment to make-up for lost time if requested by the employee.

(ii)

Opportunities for make-up work will be given in the same pay period or the pay period immediately following.

Make Up Work for Relief Positions

10.06

(a) Day Employees/Janitor II
Employees/8 Hour Shift Employees

(i)

A relief employee scheduled to work in excess of 70 straight time days in the 15 week cycle will be paid at applicable overtime rates for those days. The affected employee may be given the option of time *off* in lieu of payment if requested.

(ii)

A relief employee scheduled to work less than 70 straight time days in the 15 week cycle will be granted the right to work at available work for straight time payment to make-up for lost time if requested by the employee.

(iii)

Vacation relief employees will be scheduled for a minimum of eight (8) days in a pay period.

(b) 12 Hour Shift Employees

(i)

A relief employee will not be scheduled to work in excess of four (4) consecutive twelve hour shifts and will not be scheduled for less than 72 hours in a pay period. In addition hours over 84 hours in a pay period will be considered as distributable overtime.

(ii)

A relief employee scheduled to work less than 84 straight time days in the 27 week cycle will be granted the right

to work at available work for straight time payment to make up for lost time if required by the employee.

(iii)

A relief employee scheduled to work in excess of 84 days in a 27 week cycle will be paid at applicable overtime rates for those days. The affected employee may be given the option of time off in lieu of payment if requested.

Overtime

10.07

All Employees

(i)

Overtime work shall be performed **by** employees whenever called upon providing suitable replacements cannot be obtained.

Note: For Overtime Waivers see
Appendix "C" |

(ii)

Overtime shall be distributed as fairly and impartially as possible among employees within the same job classification and overtime work groups as set out in Appendix "C" who are qualified to perform such work. For Trades or Services Maintenance work the foregoing is subject to arrangements as set out in Appendix "E".

(iii)

An employee regularly working in more than one work group will share in the distribution of overtime work in the work groups within which the employee regularly works.

Note: For overtime charging procedure see Operating Progression Note 9 (b) found in Appendix "D: of the Charts and Letters.

(iv)

Overtime lists shall be posted bi-weekly as a minimum standard.

(v)

When no public transportation is available and an employee **is** unable to arrange their own transportation, the employee will be supplied with overtime transportation, provided the employee is required to work overtime and no suitable replacement can be obtained and notice of such overtime was not given before the employee arrived at work that day.

Day Employees and Janitor II
Employees

(vi)

In relation to an employee's vacation the employee will not be asked nor will the employee volunteer to work overtime on the employee's days off prior to or following the employee's vacation period. Only in emergencies will the employee be asked to work on these days off and the employee will not be charged with refusal if the employee declines. Days off prior to the employee's vacation will mean the time off period starting at the

completion of the employee's normal working day. A Statutory Holiday or substituted day for a Statutory Holiday and Compensation Day prior to or following a vacation period will be recognized as a day off.

8/12 Hour Shift Employees

(vii)

In relation to employee's vacation the employee will not be asked nor will the employee volunteer to work overtime on the employee's days off prior to or following the employee's vacation period. Only in emergencies will the employee be asked to work on these days off and the employee will not be charged with refusal if the employee declines. Days off prior to the employee's vacation will mean the time off period starting at the completion of the employee's normal working day. A Statutory Holiday and Compensation Day prior to or following a vacation period will be recognized as a day off.

Day Employees/Janitor II Employees/8 Hour Shift Employees

(viii)

When an employee is called out to work overtime & has not had eight (8) hours unbroken free time since the completion of the employee's last period of work such employee shall not be required to continue working into the employee's next regular period of work except in cases of extreme emergency.

8 Hour Shift Employees

(ix)

Employees working "C" shift will not normally be asked nor will they volunteer to work into "A" shift. The employees may be asked to work overtime in emergencies, but will not be allowed to work more than four (4) hours.

Overtime Meals

10.08

(a) Day Employees & Janitor II Employees

39 A, B
999

If a day employee is scheduled to work more than nine and one-half (9 1/2) continuous hours, the Company will provide a meal if requested. A second meal, if requested, will be provided if the employee works more than thirteen and one-half (13 1/2) continuous hours. If practicable, all meals will be eaten in the Cafeteria, otherwise a box lunch will be sent to the work area. A lunch period of one-half (1/2) hour without pay will be allowed. Meals will be provided if an employee is called into work on such short notice that the employee is unable to provide their own meal. For the purpose of this Article, lunch periods shall not be considered to interrupt continuous hours.

(b) 8 Hour Shift Employees

If an eight (8) hour shift employee is scheduled to work more than nine and one-half (9 1/2) continuous hours, the Company will provide a meal if requested. A second meal, if requested, will be provided if the employee works more than thirteen and one-half (13 1/2) continuous hours. Meals will be provided if an employee is called into work on such short notice that the employee is unable to provide their own meal.

(c) 12 Hour Shift Employees

(i)

If a twelve (12) hour employee is required to work more than thirteen and one-half (13.5) continuous hours, a meal will be provided if requested.

(ii)

Meals will be provided if an employee is called into work on such short notice that the employee is unable to provide their own meals.

Straight Time/Double Time

10.09

- (a) Day Employees/Janitor II
Employees/8 Hour Shift Employees

Straight Time will be paid for:

(i)
Hours worked in the work period.

(ii)
Hours worked in order to make-up
time as outlined in Article 10.05 (i)
and 10.06 (a) (ii).

Double Time will be paid for all over-
time hours worked.

- (b) Twelve Hour Shift Employees

Straight Time will be paid for:

(i)
Hours worked in the Work Period

(ii)

Hours worked in order to make up time as outlined in Article 10.05 (i) and 10.06 (b) (ii).

Double Time will be paid for all over-time hours worked.

37 A-F-0

Premium Rates

10.10

(a) All Employees

Call Out

48P-1

Call Out shall apply when an employee is requested to return to work outside of the employee's regular scheduled hours of work. The request to return to work may be made either before or after the employee leaves the plant. The minimum payment for call out work will be equivalent to payment for four **(4)** hours work at straight time except where the employee starts to work (two) hours

or less before such employee's regular work starting time and continues working into the employee's regular work period, in which case overtime provisions will apply for the hours actually worked.

(b) Day Employees/Janitor II
Employees

Change of Schedule 376-0

Double time will be paid for the first work period performed on any change of schedule unless such change of schedule commences on an employee's day off, in which case the applicable overtime rate for work on days off will be paid for such days worked and the employees will not be entitled to any other premium payment for the change of schedule. Except, however all days scheduled for work in excess of the regular schedule in a pay period shall be considered as days off for purposes of payment. If the change of schedule is for five (5) days or less and the employee's days off are not

changed the premium rate will not be paid upon the employee's return to the employee's regular work schedule.

It is understood in determining whether an employee is entitled to premium payment because of being scheduled to work in excess of the employee's regular schedule in a pay period, that days absent due to sickness or because of leave will not count as days scheduled for work.

However, days absent due to vacation or on account of a Company recognized "holiday" will be included in determining premium payment. If a change of schedule falls during a statutory holiday, payment for the change of schedule will be deferred to the next work period.

This provision does not apply to schedules changed as a result of the application of Article 14.02 (a) (ii) or when

- (a) an employee makes a personal request for lateral moves
- (b) an employee returns to work from Long Term Disability
- (c) an employee is going to or returning from a light duties position. This does not include a light duties position resulting from an injury sustained at work.

(C) Eight Hour Shift Employees & Twelve Hour Shift Employees

Change of Schedule

Double time will be paid for the first work period performed on any change of schedule or **job** which involves a change:

- (i) From shift work to day work
- (ii) From ~~one~~ work period to another work

period not in accordance with employee's regular shift schedule.

If the change of schedule is made on one of the employee's days off only the rate for work on days off shall apply for that day. If the change of schedule or job is for five (5) days or less, and the employee's days off are not changed, the premium rate will not be paid upon the employee's return to the employee's regular schedule.

This provision does not apply to schedules changed as a result of the application of Article 14.02 (a) (ii) or when

- (a) an employee makes a personal request for lateral moves.
- (b) an employee returns to work from Long Term Disability.
- (c) an employee is going to or returning from a light duties position.
This does not include a light duties

position resulting from an injury sustained at work.

Shift Differential

10.11

(a) 8 Hour Shift Employees

Premium pay to be paid for shift work as set out below:

Effective February 1, 1992

"A" Shift - .43/hour

"B" Shift - .85/hour

"C" Shift - 1.48/hour

Effective February 1, 1993

"A" Shift - .44/hour

"B" Shift - .87/hour

"C" Shift - 1.51/hour

(i)

The above applies to those employees working on continuous twenty-four (24) hour rotation.

(ii)

Shift Differential will not be paid to day employees or to those employees designated as "day shift employees".

(iii)

Shift Differential will be paid to those employees working "A" and "B" shift on a regular basis for the "B" shift only.

(b) 12 Hour Shift Employees

Premium pay is to be paid for shift work as set below:

Effective February 1, 1992

"D" Shift - .57/hour

"N" Shift - 1.29/hour

Effective February 1, 1993

"D" Shift - .58/hour

"N" Shift - 1.32/hour

(i)

The above applies to those employees working on a continuous **twenty-four (24)** hour rotation.

(ii)

Shift differential will not be paid to day employees or to those employees designated "day shift employees".

Statutory Holidays- All Employees

10.12

Those employees scheduled but not required to work a designated holiday under Article 11 will be given 48 hours personal notice or allowed to work the Holiday.

Statutory Holidays for 12 Hour Shift Employees

10.13

(i)

When a holiday falls during a 12 hour shift employee's vacation, the employee will be paid their holiday allowance in addition to their vacation pay. Holiday allowance shall equal to eight (8) hours pay at straight time.

(ii)

If a twelve hour shift employee is scheduled to work on a statutory holiday, but **is** not required to work, the employee will be paid twelve (12) hours holiday allowance instead of eight hours. This will apply only to those employees who are told not to report for work even though they are scheduled for the statutory holiday. In addition when calculating the determination for 37.33 average weekly hours over the 27 week cycle the holiday allowance will be taken into consideration as payment for a scheduled day. **Where** a Statutory Holiday falls on an employee's regularly scheduled day off the employee will be paid eight (**8**)hours holiday allowance.

(iii)

For the purpose of time off and payment, New Year's Day will be observed from 19:00 hours (7:00 p.m.) December 31st to 19:00 hours (7:00 p.m.) January 1st.

Mutual Exchange of Working Hours

10.14

All Employees

Employees within the same classification, regardless of their rates of pay, may request a mutual exchange of regular hours (excluding overtime hours).

Each employee shall assume the hours of work of the employee replaced but shall continue to receive their own regular hourly rate.

If premium payment is involved because of a change of schedule, the premium will **be** paid to the employee whose schedule is changed on the first day the employee works on the new schedule.

Temporary Rates of Pay

10.15

i)

When an employee is temporarily changed from one job to another job which takes a higher rate, the employee's rate shall be increased to the new job rate for the period of the change.

ii)

When an employee is temporarily changed from one job to another job which takes a lower rate, the employee shall retain their regular rate for the period of the change.

ARTICLE 11 - HOLIDAYS

Designation

11.01

Days designated as Holidays shall be as follows:

New Year's Day
Good Friday
Victoria Day
Canada Day
Civic Holiday
Labour Day
Thanksgiving Day
Remembrance Day
Christmas Day

53-110

⁺²
and two additional Holidays to be determined in November of each year for the following year. For the purpose of time off and payment, New Year's Day will be observed from 15:30 hrs. (3:30 p.m.) December 31st to 15:30 hrs. (3:30 p.m.) January 1st for eight hour shift workers only. For the observance of New Year's Day for twelve hour shift workers see Article 10.13 (iii).

The determination of the two additional holidays will be in accordance with the provisions in Letter of Understanding#12.

For the purpose of time off and

payment, the designated holidays will be observed on the traditional calendar date or date decreed by statute, except that day employees with Saturday, Sunday, and one Friday off in each three (3) week cycle, will be given any designated holiday that falls on any one of such days, on the Monday immediately following or on the Friday immediately preceding the traditional calendar date for the holiday, as applicable. In instances where the Friday is already a day off, the holiday will be observed on the Monday immediately following.

Holiday Payment

11.02 (a)

If Worked



All hours worked on a Holiday during the regular work period shall be paid for ~~at double time~~. All other hours worked will be paid for at double time. In addition, the employee shall receive a holiday allowance which

shall equal eight (8) hours pay at straight time.

11.02 (b)

If Not Worked

An employee shall receive eight (8) hours holiday allowance at the employee's straight time hourly rate, subject to the following:

i)

Payment for a Holiday will not be made to an employee absent without permission on a Holiday, or on the employee's last scheduled working day before the Holiday, or on the employee's first scheduled working day after the Holiday. However, an employee previously scheduled to be absent on a Holiday, and subsequently required to work, will be excused from work if a suitable replacement can be obtained and in such case absence on the Holiday will not disqualify the employee from receiving the holiday allowance.

ii)

Payment for a Holiday will not be made to an employee on Leave of Absence which includes the Holiday, and the day before and the day after the Holiday. However, an employee absent on leave for sickness or injury will, for a period of thirty-nine (39) weeks, receive any difference between their compensation payment and their holiday allowance for any Holidays falling during this period. Notwithstanding the above, an employee absent on leave for Union Business shall receive their holiday allowance for any holiday falling during such leave of absence (excluding leaves of absence in excess of 14 calendar days).

iii)

When a Holiday falls during a day employee's vacation, the employee will be given the Holiday with pay on the day immediately preceding or immediately following the employee's vacation.

iv)

When a Holiday falls during a shift employee's vacation, the employee will **be** paid their holiday allowance in addition to their vacation pay.

ARTICLE 12 - VACATIONS

Length of Vacation

12.01

Annual vacations with pay shall be granted to employees as follows:

12.01 (a)

Two weeks vacation upon completion of one or more years continuous service.

0102

12.01 (b)

Three weeks vacation upon completion of three or more years continuous service.

0303

12.01 (c)

1004

Four weeks vacation upon completion of ten or more years continuous service.

12.01 (d)

2005 DEF
9401 → 1905

Five weeks vacation upon completion of twenty or more years continuous service.

NOTE: Effective January 1, 1994

Five weeks vacation upon the completion of nineteen or more years continuous service.

12.01 (e)

2506

Six weeks vacation upon completion of twenty-five or more years continuous service.

12.01 (f)

3007

Seven weeks vacation upon completion of thirty or more years continuous service.

12.01 (g)

The amount of pay for the vacation entitlements outlined above shall be:

1 week vacation = 40 hours x regular rate of pay

2 weeks vacation = 80 hours x regular rate of pay

3 weeks vacation = 120 hours x regular rate of pay

4 weeks vacation = 160 hours x regular rate of pay

5 weeks vacation = 200 hours x regular rate of pay

6 weeks vacation = 240 hours x regular rate of pay

7 weeks vacation = 280 hours x regular rate of pay

12.01 (h)

Days off prior to and following an employee's vacation will be considered as part of the vacation period.

Days off prior to vacation will mean the time period starting at the completion of the normal working day. Days

off following will mean the time up to the first scheduled work period.

Twelve Hour Shift Employees

12.01 (i)

Vacation time off will normally be the three day group(s) of scheduled working days plus the regular days off prior to and following the three day group(s). Vacation time off may include a portion of the three day group of scheduled working shifts to round off the vacation entitlement. The day(s) may be tied to the beginning or end of the regular vacation period.

Scheduling Vacations

12.02 (a)

Vacations shall be scheduled by the Company and employees shall be notified of their vacation period sixty (60) days in advance if possible, and shall receive vacation pay prior to the

beginning of such period.

12.02 (b)

Consistent with efficient plant operations, the preference of employees with respect to their vacation period will be given full consideration by the Company.

12.02 (c)

Employees may be scheduled for vacation any time during the calendar year without regard to their employment date.

Vacation Pay

12.03

Vacation pay shall be computed so that an employee will receive the amount of money the employee would have normally earned on their regular schedule including shift differential, had the employee not taken their vacation.

Vacation Pay Upon Termination

12.04

Upon termination an employee will receive their outstanding vacation pay. Such vacation pay will be calculated as follows:

12.04 (a)

Employees with less than one (1) year continuous service - 4% of their gross earnings for that period of employment for which vacation pay has not already been received.

12.04 (b)

Employees with one (1) but less than three (3) years continuous service - 4% of their gross earnings for that period of employment for which vacation pay has not already been received.

12.04 (c)

Employees with three (3) but less than ten (10) years continuous service - 6% of their gross earnings for that period of employment for which vacation pay has not already been received.

12.04 (d)

Employees with ten (10) but less than twenty (20) years continuous service - 8% of their gross earnings for that period of employment for which vacation pay has not already been received.

NOTE: Effective January 1, 1994. Employees with ten (10) but less than nineteen (19) years continuous service - 8% of their gross earnings for that period of employment for which vacation pay has not already been received.

12.04 (e)

Employees with twenty (20) **but** less than twenty-five (25) years continuous service - **10%** of their gross earnings for that period of employment for which vacation pay has not already been received.

NOTE: Effective January 1, **1994**. Employees with nineteen (19) but less than twenty-five (25) years of continuous service - **10%** of their gross earnings for that period of employment for which vacation pay has not already been received.

12.04 (f)

Employees with twenty-five (25) but less than thirty (30) years continuous service - **12%** of their gross earnings for that period of employment for which vacation pay has not already been received.

12.04 (g)

Employees with thirty (30) or more years continuous service - **14%** of their gross earnings for that period of employment for which vacation pay has not already been received.

12.05

An employee at time of retirement will receive vacation pay on the basis of one-twelfth (**1/12**) of vacation pay as provided in Articles **12.01** and **12.03** for each month or part thereof of the period of employment for which vacation pay has not already been received.

ARTICLE 13 - JOB SECURITY

Seniority Status

13.01 (a)

The seniority status and date for each employee included in the Company's

posted list of December 1, 1956, shall be as shown and as subsequently amended from time to time in accordance with Section 13.02. All seniority credits to which any employee not shown on this list was entitled as of December 1, 1956, shall be maintained.

13.01 (b)

Seniority credits accrued subsequent to December 1st, 1956, will be the length of service with the Company as an hourly rated employee in the bargaining unit since that date.

13.01 (c)

Seniority credits will be the total of seniority credits accrued in the bargaining unit and in the former Technician's bargaining unit.

Seniority Lists

13.02

Seniority lists shall be revised and posted every six months.

Seniority if Absent from Work

13.03 (a)

Seniority shall accumulate when an employee is absent from work:

- i) ~~With leave.~~
- ii) Owing to accident or sickness covered by the Workers' Compensation Act.

13.03 (b)

Seniority shall accumulate when an employee is absent from work owing to lay-off on the basis of one month for each month of seniority with the Company prior to lay-off up to a maximum of thirty-six (36) months.

Loss of Seniority

13.04

Seniority shall be lost in the case of:

- a) Resignation
- b) Discharge
- c) Failure to notify the Company of intention to return to work after lay-off within seven (7) days after receipt of notification from the Company sent by registered mail to the employee's address as shown on the Company's personnel records.
- d) Failure to return to work after lay-off within seven (7) days after such notification by the Company unless it is shown that such failure has been caused by circumstances beyond the employee's control.
- e) Lay-off in excess of the seniority credits accumulated under 13.03 (b).

27-36

f) A bargaining unit employee who accepts a position out of scope on or after May 1, 1986 and remains in that position more than six months will lose all seniority credits.

Preferential Seniority

13.05

26A-1

The Chief Steward of the Union Committee, Lead Stewards and Stewards shall, during their term of office in the Union, head the seniority lists in their respective jurisdictions. Such seniority shall apply only with respect to lay-offs.

Technological Change

13.06

22A-1

The Company will advise the Union as far in advance as possible of any lay-offs affecting bargaining unit employees. In the case of a ~~plant closure or change~~ involving permanent work force reduction of employees

covered under the agreement, the Company will provide the Union with a minimum of six **(6)** months notice. After providing such notice, the Company and Union will co-operate in considering all available methods to facilitate the planned work force reduction through attrition or other available methods to minimize the negative impact on employees affected where attrition is not appropriate.

(a)

Employees with one or more years of service whose employment is terminated will be paid severance pay at the rate of one (1) week's pay for each year of service to a maximum of twenty-six **(26)** week's pay. One week's pay shall mean 37.33 hours times the employee's regular rate of pay at the time of termination.

30-1

32-10

33-26

ARTICLE 14 - JOB PROGRESSION AND POSTING

14.01 (a)

i)

The Job Progression for the respective Departments and/or Divisions of the Company are attached herein as Appendix "D". If and as work requirements necessitate, new jobs, departments or sections, will be incorporated into or added to the Job Progression Plan. Resultant changes to existing lines of progression and establishment of lines of progression to and from new jobs shall be subject to mutual agreement of the parties hereto.

i)

The Job Progression Plan shall govern the selection of employees for vacant jobs in the Bargaining Unit, it being understood that the plan is applicable only to the extent that the jobs set out therein are required.

27A-1

Any vacancy other than entry point jobs will be filled according to the Job Progression by ~~subject~~ to the employee having sufficient ability to fulfill all of the **job** requirements satisfactorily. If the **job** is not thus filled, then it will be posted providing the vacancy is to be for a period in excess of sixty (60) days. In addition, each Job Progression contains entry point jobs which are to be posted if the vacancy to be filled is to be for a period in excess of sixty (60) days. In cases of sixty (60) days or less, selections will be made from senior qualified personnel who are willing, firstly from the Division affected, and secondly from the balance of the plant. All postings shall be bargaining unit wide and only employees making proper application will be considered.

The filling of posted jobs shall be according to seniority subject to the employee having sufficient ability to fulfill all of the job requirements satisfactorily, except that it shall be optional with the Company to consider an

employee who has been accepted for a posted vacancy within the previous three (3) month period.

Notwithstanding the foregoing, an employee who has been curtailed in accordance with 14.01 (c) and who continues to work in the plant will return to a vacancy in the job the employee held at the time of the curtailment provided the vacancy occurs within six (6) months from the date of curtailment, and the employee has the option not to return to the classification from which the employee was curtailed.

iii)

All postings and progressional moves will be filled within ninety (90) days of the first employee accepting the position.

Where there is more than one successful applicant the common start date will be the date the first successful applicant enters the classification.

NOTE:

The Job Progression Charts referred to in 14.01 (a), i), as Appendix "D" shall be distributed to the Steward Body and appropriate locations throughout the plant.

14.01 (b)

If a move is designated as temporary the employee will be returned to the employee's previous job at the end of the temporary period. In the case of temporary postings, the temporary period of the posted assignment will not exceed one year.

If a temporary promotion becomes permanent the job shall be filled in accordance with 14.01 (a) from among the employees who were eligible at the time that the temporary promotion was made.

14.01 (c)

In the event of curtailment of work,

employees in the Job Progression affected shall move in the reverse direction of the Progression, and those who as a result are moved out of the Progression will move into the Utility Classification.

Before any movement in the reverse direction of the Progression due to curtailment of work commences, the Company in agreement with the Union, will arrange the placement of affected employees in suitable employment which they are willing to accept, and in such event placement may be made without application of 14.01 (a), ii).

In the event of a temporary curtailment of work for two (2) months or less, the Company shall assign the affected employees who remain in the plant to suitable work. Such employees shall have their previous rate maintained for the duration of the curtailment.

2 \$*9

Employees who are curtailed for

greater than two months and who remain employed will be paid for a maximum period of nine months at their previous rates; it being understood that during such period the Company may assign employees who have been moved out of the Progression to suitable work in Rate Code 60 or lower. Suitable work excludes trainee assignments.

14.01 (d)

None of the foregoing in 14.01 c) shall apply to those employees removed from a progression as a result of a failure to meet the job requirements.

14.01 (e)

Rate code 30 trades people hired directly into the trade or through internal job postings will be considered along with trainees in the same trades group for purposes of curtailment provided the safety and efficiencies of the plant can be maintained.

Note: This will pertain to trades people

entering the trades group as indicated above after January 1, 1990.

Lay-Offs & Recalls

14.02 (a)

27C-1

In the event of layoff the employees with the least seniority will be laid off first provided that the remaining employees are:

(i) qualified to perform the available work

or

(ii) ^{25A-1} provided with up to 45 days of familiarization or training to enable them to become qualified to perform the available work. Such employees who receive this training or familiarization to avoid being laid off will not receive a change of schedule premium.

14.02 (b)

28-022

The Company shall give employees with one or more years' seniority a minimum of 30 days notice prior to the ~~effective date~~ of layoff or award pay in lieu thereof.

14.02 (c)

When there is an increase in the work force after a layoff, the employees who have retained seniority will be ~~recalled in the reverse~~ order in which they were laid off, (before new employees are hired) provided that: 270-1

i)

Such employees are capable of doing the work available

or

ii)

They can become qualified to perform the available work with up to 45 days of familiarization or training.

ARTICLE 15 - BULLETIN BOARDS

15.01

The Company agrees to supply the Union with bulletin boards for material approved **by** the Chief Steward or designate.

ARTICLE 16 - SAFETY, HEALTH AND WELFARE

16.01 (a)

The Company shall make reasonable provision for the safety and health **of** the employees during the hours of their employment and provide protective devices and other equipment, necessary to protect employees properly from injury, and the Union may, from time to time, meet with the Company to bring to the attention **of** the Company recommended suggestions in this regard. The Company will provide payment up to a maximum of \$70 for CSA approved safety shoes in

November of each calendar year.

16.01 (b)

The parties agree to the establishment of a Committee comprised of 4 members appointed by the Union and 4 members appointed by the Company to advise Management of Safety and Health matters with particular emphasis on plant environmental conditions which may cause actual or potential safety or health hazards. The members shall choose one of their number who shall be Chairperson. The Company will make available to the Committee technical data and other information in its possession which may be necessary for the Committee's efficient functioning including information regarding known hazardous substances present at the work site. The Company will compensate members of the Committee for approved time lost from their regular work while engaged on the work of the Committee.

65-2

66-2

16.01 (c)

The Company, through the Health and Safety Committee, will keep the Union and employees informed of known safety measures and hazardous substances to which employees may become exposed at their work place.

16.02

The Company agrees to provide and maintain suitable first aid equipment and facilities, lunchroom, locker, washroom, shower and sanitary facilities, and the Union agrees to co-operate fully with the Company in the maintenance of this service.

16.03 (i)

If an employee incurs a disability which prevents the employee from performing the employee's regular work but which does not render the employee incapable of carrying out other duties in the Bargaining Unit,

12 b

the Company and the Union shall make every effort to arrange for the establishment of such an employee in a position suitable to the employee's capabilities. The Company also agrees to maintain such an employee's rate of pay while specially placed.

16.03 (ii)

If an employee is required to move out of the employee's classification by reason of Company Policy or Government Regulation as they relate to Occupational Health and Safety the Company and the Union shall make every effort to arrange for the establishment of such an employee in a position suitable to the employee's capabilities. The Company also agrees to maintain such an employee's rate of pay while specially placed.

16.03 (iii)

Special placements, including

questions regarding medical modified work, rehabilitation and retraining, will occur through recommendations from a joint placement committee, comprised of the Chief Steward and the Manager of Labour Relations. This committee will meet at least every two weeks for the above purposes.

16.04

An employee, who as a result of a lost time accident, suffered in the Company's employ *is* entitled to receive compensation under the Workers' Compensation Act, will be paid an allowance for the period of absence up to a maximum of fifty-two (52) weeks, provided the employee assigns to the Company all such compensation received by the employee in respect of the same period. The allowance will be equivalent to the employee's regular earnings, exclusive of shift differential, for the period of absence up to a maximum of fifty-two (52) weeks.

76B

16.05

Subject to only those changes which may be mutually agreed upon during the term of this Agreement, the Company will continue in force the benefits (including ~~the~~ amendments which have been negotiated) as provided in the existing Company Group Insurance Plans and Bargaining Unit Employee's Pension Plan on the ~~same cost sharing arrangements~~ as are presently in effect. In the event that the Company is obligated by law to contribute towards the cost of benefits similar to one or more of the benefits provided under the Company's Group Insurance Plans and Bargaining Unit Employee's Pension Plan, the Company may terminate or revise such Plans in order to eliminate any duplication of benefits ~~or~~ to ensure that additional cost imposed by law, are offset by reduction in the cost of the Company's and employee's contributions to such plans.

A summary of benefits covered in this article may be found in Appendix 'F'.

ARTICLE 17 - LEAVE OF ABSENCE

Leave for Union Business

17.01 (a)

On written request of the National Union or Local Union President submitted reasonably in advance, the Company agrees to grant Leave of ^{63K-3} Absence without pay to a maximum of 25 employees selected by the Union to attend to Union business when plant conditions permit. Such leave shall not exceed six (6) weeks in any twelve (12) month period for any one employee.

17.01 (b)

On written request of the National Union or Local Union President submitted reasonably in advance, the Company agrees to grant leave of

63J-3

absence without pay for a maximum period of ~~one year to~~ not more than three (3) employees at any one time for Union Business. Leaves of absence for one year shall be renewed at the request of the Union provided reasonable notice is given.

17.01 (c)

The provisions of (a) & (b) above shall also apply to any employee elected or appointed to full time work for the Energy and Chemical Workers Union or the Canadian Labour Congress and its affiliated organizations.

17.01 (d)

In the application of (a) & (b) above the Union (National and/or Local) **shall** determine what constitutes Union business.

17.01 (e)

Seniority shall be maintained and shall accumulate during such leave.

Leave for Other Than Union Business

17.02

6211-3 Separate and apart from any leaves of absence granted by the Company on compassionate grounds or in respect of such emergent situations as bereavement, when Plant conditions permit and on written request to the Company submitted at least two (2) weeks in advance, an employee shall be granted a leave of absence without pay for a period up to a maximum of one year.

Return from Leave of Absence

17.03

An employee upon return to work on the expiry of the leave of absence,

under this Article will be entitled to resume the occupational classification the employee held prior to the employee's leave of absence. For the purpose of curtailment, layoff or termination of the employee on leave of absence will be treated in the same manner as if the employee were at work.

Leave for Sickness

17.04

The Company will grant leave of absence where an employee is absent from work due to sickness established by reasonable medical evidence. Such leave of absence shall not be unreasonably terminated. It is understood by both parties that such leaves of absence shall not be for an unlimited period of time.

Bereavement Leave

17.05

63A-1 In the event of the death of a member of an employee's immediate family, the employee will, upon request, be granted leave of absence with pay for a maximum period of three working days to attend the funeral. Normally such period will be from the day of death to the day of the funeral inclusive.

However, the period may include one day or two days immediately following the day of the funeral for travelling, or otherwise if the employee has a reason which is satisfactory to the Company. "Immediate Family" means father, mother, husband, wife, child, sister, brother, parents-in-law, grandparents, and grandchildren.

ARTICLE 18 - MISCELLANEOUS

18.01

63B, C, Y

A regular employee summoned for Jury Duty or subpoenaed as a witness will continue to receive the employee's regular rate of pay, exclusive of shift differential, for those days of the employee's regular schedule during which the employee is required to be absent. To be eligible for such pay, the employee must give adequate notice to the employee's foreman of such proposed absence.

18.02

52E-1

A bonus of fifty (50) cents per hour will be paid for dirty work when approved by **the** employee's supervisor. A minimum of 8 hours premium will be paid whenever it is applied.

18.03

The temporary assignment to a tradesperson of work of another trade

will not affect the employee's rate of pay, classification or seniority standing in the employee's trade nor will it cause the demotion or lay-off of any tradesperson, it being recognized that a tradesperson normally is assigned work of the employee's trade. A tradesperson will be held responsible for work of another trade only to the extent of the employee's ability to perform *such* work. Such assignments will not be used to interfere with the distinguishing features of trades.

18.04

3-1 Persons outside the Bargaining Unit employed by the Company will not do tasks that are normally done by members of the Bargaining Unit. Non-routine experimental work, instruction, training, or requested aid shall comprise the tasks done by such personnel.

Performance of work for the Company by contractors for services will not serve to deny any right an employee

has under the terms of this agreement nor cause the lay-off of any employee in the Bargaining Unit.

Bargaining Unit growth will not be restricted as a result of Contracting out.

18.05

General Provisions for 12 Hour Shift Employees

i)

Twelve hour shifts will apply only to employees working a seven day continuous twenty-four hour operation.

ii)

The implementation of a twelve hour shift will be by mutual agreement between the Company and the Union.

iii)

Twelve hour shifts may only **be** implemented where seventy-five (75) per cent of the employees in a unit or area petition for the change.

iv)

The Company and the Union will mutually agree on the constitution of units or areas.

v)

Two wage employees designated by the Union from the unit or area affected, will monitor the vote as outlined in part (iii) above.

vi)

Twelve hour shifts may be terminated for any of the following reasons.:

- a) When more than 50% of the employees who are working twelve hour shifts on a unit petition to terminate twelve hour shifts at the end of a 54 week cycle.
- b) At the request of the Union after 30 days notice.
- c) At the request of the Company after 30 days notice.



vii)

Employees transferring from one unit to another will be subject to the shift schedule of that unit.

ARTICLE 19 - DURATION OF AGREEMENT

19.01


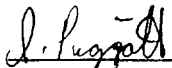
This agreement shall remain in full force and effect until January 31, 1994, and shall be automatically renewed from year to year thereafter unless either party notifies the other party in writing of the termination of or proposed revision or addition to the Agreement or any provision thereof. Such notification must be given not more than 120 and not less than 90 days prior to the 31st of January 1994 or in any year thereafter.

In such event, any negotiations with respect to such proposals, revisions or additions, shall commence within fifteen (15) days of such notice.

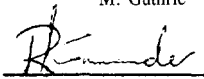
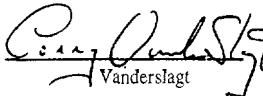
It is further provided the Agreement may be extended by mutual consent of the parties.


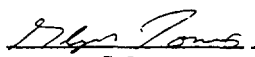
EXECUTED ON BEHALF
OF POLYSAR RUBBER
CORPORATION:
SARNIA

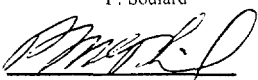
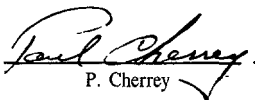
EXECUTED ON BEHALF
OF ENERGY AND
CHEMICAL WORKERS
UNION LOCAL 914
POLYSAR RUBBER
CORPORATION:
SARNIA

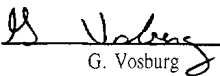

 
D. Bestard I. Piggott


 
M. Guthrie W. Elliott

 
R. Commander Vanderslaght


 
P. Soulard G. Jones

 
P. McPhail P. Cherrey

 
G. Vosburg A. Campbell


K. Glassco
President Local 914

nessed on behalf
nergy And Chemical
rkers Union By:


100 E. Nelson - National Rep.

APPENDIX "A"

UNION STEWARDS

Trade, Department, Unit Area or Division	No. of Stewards	No. Listed
Pipefitters	3	
Welders & Lead Burners	1	
Boilermakers, Tinsmiths & Blacksmith	1	1
Electricians	2	
Wage Safety & Planners	1	
Instrument Dept.	3	
Machinists	1	
Carpenters	1	
Painters, Insulators & Masons	2	1
Group Leaders/Wage Supervisor	1	
Mechanics	4	
Crane Operators & Riggers	1	
Helpers & Tool Cribs	1	
Garage & Truck Drivers	1	
Loader Operator, Backhoe, Gardeners, Fire Protection & Storehouse	3	
Utility Group	2	
Janitor I	2	
Janitor II	2	

Steam & Power Plant	4	
Butadiene, BE #2, ARU	1	
Feed Preparation, I Plant		1
(-1)Pumphouse & BE #3	1	
Refrigeration & Compression	3	
Fluorox	1	
Halobutyl Process	1	
Halobutyl Finishing	1	
Butyl II Finishing	1	
Butyl II Process	1	
NBR: Reactors, Recovery		1
& Pigment	2	
NBR: Tank Farm, Effluent	1	
NBR: Finishing	2	
BR: Finishing	1	
BR: Process	1	
Lab Services: Central Lab		
Olefins, NBR, Halo & BR	3	
E.R.D.D. &		
Application Lab	2	
E.R.D.D. R & D Building Groups ..	2	
E.R.D.D. Compounding &		1
Physical Testing (A & B Shift)		
Application & Butyl II Control Lab	1	
E.R.D.D. Compounding & Physical		
Testing (Days & 7 Day)	1	
Distribution	1	
Crate Make-up	1	
64 Stewards		
6 Lead Stewards		
1 Chief Steward		

OCCUPATIONAL CLASSIFICATIONS AND WAGE RATES

APPENDIX "B"

TRADES AND SERVICES CLASSIFICATIONS	UTILITIES CLASSIFICATIONS	PROCESS CLASSIFICATIONS	LABORATORY CLASSIFICATIONS	DISTRIBUTION CLASSIFICATIONS	STORES CLASSIFICATIONS	INSTRUMENT CLASSIFICATIONS	RATE CODE	EFFECTIVE FEBRUARY 1/92	EFFECTIVE FEBRUARY 1/93	
Wage Supervisor								25.98	26.50	
Machine Shop Planner	Group Leader	Operator	Operator	Lead Technician	Group Leader/Oper	Group Leader	10	24.03	24.51	
Class 1 Boilermaker Carpenter Electrician Garage Mechanic Machinist Mason Mechanic Pipefitter Refrigeration Mechanic Rigger Tinsmith Welder/Lead Burner	Blacksmith Crane Operator Sign Writer Fire Equip. Serviceperson Lead Firefighter Backhoe Operator	Operating Assistant	Op. Assistant	Technician R&D Stores Assistant	Sample Shipper	Spare Parts Person	Class 1 Mechanic	30	22.76	23.22
				Technician Trainee			30	22.76	23.22	
Trainee	Lead Firefighter Trainee Loader Operator Licensed Site Serviceperson	Oper. Asst Trainee	Oper. Asst. Trainee	Technician Trainee Stores Assist. Trainee	Product Transfer/Warehouseperson	Lead Counterperson	40	19.97	20.37	
Trainee	Site Serviceperson	Oper Assist Trainee	Mat. Receiver Oper. Assist. Trainee	Technician Trainee Stores Assist. Trainee	Product Transfer/Warehouseperson Tr Material Receiver	Counterperson	50	18.80	19.18	
Trainee			Proc. Assist.		Material Handler Crate Assembler	Counterperson Trainee	60	17.73	18.08	
Trades Assistant	Helper						70	17.03	17.37	
	Utility						80	16.27	16.60	
	Janitor I, II						90	15.69	16.00	
Summer Student Summer Student							100	13.39	13.66	

Shift Differential
Effective Feb. 1/92

Effective Feb. 1/93

"A" Shift - 43¢/hr.
"B" Shift - 85¢/hr.
"C" Shift - \$1.48/hr.
"D" Shift - 57¢/hr.
"N" Shift - \$1.29/hr.

"A" Shift - 44¢/hr.
"B" Shift - 87¢/hr.
"C" Shift - \$1.51/hr.
"D" Shift - 58¢/hr.
"N" Shift - \$1.32/hr.

APPENDIX "C"

NOTE: WAIVER SYSTEM

40-2

1. A waiver system is in effect whereby an employee may sign off from over time for a minimum of 12 months. The employee will not be selected for any overtime in the plant, or assignments where use of the Accumulated Overtime List is the basis for selection unless all other eligible workers have been contacted. The employee will then be obligated to work overtime as outlined in 10.07.
2. An employee on waiver will retain the overtime credits the employee has at the time of the waiver and the employee will only accumulate charges for overtime hours the employee works.

MEDICAL MODIFIED WORK

An employee placed on medical modified work shall not volunteer nor be asked to work overtime nor be charged

overtime hours. (See 6c on page 107)

PERMANENTLY PARTIALLY DISABLED

An employee who is Permanently Partially Disabled shall only be eligible for overtime within the limits of the employee's medical modification.

CHARGING PROCEDURE

If the employee is low on the overtime list, the employee shall not be asked nor volunteer for overtime assignments outside the limits of the employee's medical modification but will be Charged the applicable hours in the same manner as if the employee refused the assignment.

OVERTIME AVERAGING PROCEDURE

1. Change of work group same classification
No averaging *See Note Below
- 2a. Return from an absence up to (6)

calendar months

No averaging

b. Return from an absence over (6) calendar months

(i) Maintenance & Construction

Department

Average of Plant Overtime List at time of re-entry

(ii) All others

Average of the overtime work group at time of re-entry

3. Temporary change of classification of less than (30) calendar days duration
No averaging, plus all hours worked and declined to be added to the employee's regular overtime list.

4. Permanent change of classification

(i) Maintenance & Construction

Department

Average of Plant Overtime List at time of entry

(ii) All others
Average of the overtime work group at
time of entry.

5. Temporary change of classification
exceeding (30) calendar days

(i) Maintenance & Construction
Department
Average of Plant Overtime List at time
of entry

(ii) All others
Average of the overtime work group at
time of entry

6a. Return from above
Original hours plus all hours worked
and declined during the temporary
assignment

b. Return from Voluntary Waiver
Original hours prior to waiver plus the
average of all hours worked and
declined by their overtime work
group during the absence

c. Return from Medical Modified Work

After 60 calendar days average of the overtime work group.

- 7 At no time will any absence from an overtime work group and subsequent return result in being credited with fewer overtime hours than when the employee departed.

* Note: All employees making permanent lateral moves within the same classification in the Laboratory, Operating, Utilities, and Biox Progressions will be averaged into the overtime work group they are entering.

OVERTIME WORK GROUPS

A. TRADES & SERVICES PROGRESSION/ INSTRUMENT DEPARTMENT PROGRESSION

Type of Overtime

Refer to overtime **work** groups and overtime procedures as contained in,

(Appendix "E" - Maintenance Practices RE: Scheduled & Emergency Turn-around Staffing).

1. Group Leaders

An overtime work group is defined by the work group(s) to which Group Leaders are normally assigned.

2. Utility Group

3. Janitor/Utility Group

4. Backhoe Operators

**5. Gardeners/Loader Operators
/Truck Drivers**

6. Boilermakers

7. Carpenters

8. Crane Operators

9. Painter/Insulators

10. Refrigeration Repairperson

11. Brick Masons

12. Tool Crib Attendants
13. Pipefitters
14. Machinist
 - (i) Machinist
 - (ii) Machine Shop Planner
15. Riggers
16. Sign writer
17. Tinsmiths
18. Welders
19. Trades Assistants and Helpers
20. Garage Mechanics
21. Instrument Mechanics
 - i) Electronics & Business Machines
 - ii) Main Shops and Accounting Meters
 - iii) Olefins, S. & P.P.
 - iv) Halobutyl, Butyl II, B.R., N.B.R.

22. Electricians

23. Mechanics

- i) NBR/Olefins, BR, Shift Mechanics
- ii) Halobutyl, Utilities/Waste/Olefins,
Shift Mechanics
- iii) Butyl II, Site Services/Labs,
Construction Group, Shift Mechanics
- iv) Central Shops

A)

Per weekly assignment providing the employee spends the last full working day in assigned area to be eligible for the following weekend coverage.

B)

If during weekly assignment the employee is assigned to another area for the day the employee will be eligible for overtime in both areas for that day.

B. LABORATORY PROGRESSION

- 1) N.B.R.
- 2) Halobutyl
- 3) Butyl II
- 4) B.R.
- 5) Petrochemical- GC Lab
- 6) Petrochemical- Analytical
- 7) Central Lab
- 8) Compounding and Physical Testing
- 9) Analytical E.R.D.D.
- 10) **Research Technicians R&D Bldg.**

C. OPERATING PROGRESSION

1. N.B.R.
 - i) Finishing
 - ii) Recovery
 - iii) Reactor
 - iv) Pigment/Tank Farm

2. B.R.

3. Halobutyl
 - i) Polys

- ii) Bromo
- iii) Finishing

- 4. Butyl II
 - i) Polys
 - ii) Finishing

- 5. Feed Prep
 - i) I/BE3
 - ii) K-1

- 6. B.D.
 - i) A.R.U.
 - ii) BE2

D. UTILITIES DEPARTMENT PROGRESSION

- 1. Electrical Control
- 2. S. & P.P.
- 3. Refrigeration

E. BIOX

**F. PURCHASING AND STORES
DEPARTMENT**

1. West Area Stores and Main Storehouse.

G. DISTRIBUTION

1. Shipping and Product Transfer.
2. Crate Make-up

H. RISK CONTROL DIVISION

1. Fire Protection

I. MANUFACTURING SAFETY

**J. UNION EXECUTIVE SAFETY
REPRESENTATIVE**

APPENDIX "E"

MAINTENANCE PRACTICES RE:

Scheduled & Emergency
Turnaround Staffing.
Overtime on Turnarounds.
Overtime in General.
Night Crews.

SCHEDULED & EMERGENCY TURNAROUND STAFFING

Note:

1. **Turnaround** is defined as any scheduled production outage where major maintenance work requires the assignment of additional tradespersons to a unit for a specified time period.
2. **Emergency Turnaround** is defined as any unscheduled event where maintenance work commences immediately and requires the assignment of additional tradespersons

to a unit.

3. Duration of a Turnaround is defined from the scheduled start date to the scheduled completion date inclusive.

Assignment:

1. Work on a turnaround is recognized as a work assignment required of every employee unless excused for approved reasons.
2. An employee may be excused from these assignments if:
 - a) The employee has signed an overtime waiver (see Note - Appendix "C" - Page 104).
 - b) The employee has a permanent partial disability (PPD) which does not allow the employee to do the work required on a turnaround. (See PPD - Appendix C - Page 105).
 - c) The employee has a medical

modified work status. (See Medical Modified Work - Appendix C - Page **104**).

3. Verification of conditions as stated in (b and c) must be made by the Medical Department; employees excused for medical reasons will not be eligible for overtime anywhere for duration of the turnaround.
4. When an employee is assigned to a Turnaround the employee will normally complete this work assignment; e.g. the employee will return to the Turnaround assignment after an interruption, such as a priority Turnaround or job, which does not require the removal of all supplementary manpower.

If the interruption has required the complete removal of the supplementary manpower, when the Turnaround resumes the re-staffing will be carried out using the most current daily overtime list preceding the scheduled re-start date. Such

interruptions must be for at least 3 consecutive regular working days.

5. Assignments to a turnaround apply to day employees who work regular hours (07:30 hrs. - 16:00 hrs.) and in emergency, shift employees on their days off, for 8 hours only. Shift employees will be considered for any additional overtime according to their overtime credits.

Selections:

1. Unit personnel will form the basic turnaround crew, regardless of their overtime credits.

2A.

Scheduled Turnarounds

The remaining crew requirements, staffing will be completed by using the daily overtime list issued on the first working day of the week prior to the scheduled start date of the turnaround. The crew will not be changed during the term of the turnaround even though a later list has been issued. Those low in overtime credits will be selected for all

turnarounds unless mutually agreed upon in writing between the Company and the Union office. Exceptions may have to be considered where special skills or needs are required.

2B.

Emergency Turnaround

The remaining crew requirements, staffing will be completed by using the most current daily overtime list in effect at the time of official notification. The crew will not be changed during the term of the turnaround even though a later list has been issued. Those low in overtime credits will be selected for all emergency turnarounds unless mutually agreed upon in writing between the Company and the Union office. Exceptions may have to be considered where special skills or needs are required.

- 3. If additional or replacement crew is required after the scheduled start date the re-staffing will be from the most current daily overtime list**

preceding the assignment date.

4. It is understood that selections for T.A. assignments are made from those employees that are available at the start of the T.A. Those employees who are not available due to training, meetings and union business will be selected for T.A. assignments.

In regards to vacation prior to a T.A.

- a) If the employee is scheduled to return to work on the first day of the turnaround, the employee will be selected but will not be eligible for overtime on the preceding weekend.
 - b) If the employee is scheduled not to return to work until the second day of the turnaround the employee will not be selected for the turnaround, unless additional crew is required. (Refer to #3).
5. It may well be that an employee selected for a turnaround will come

from an area which cannot afford at the time to contribute manpower to the turnaround.

Employees who are required to replace others going to a turnaround assignment during regular working hours **will be** chosen from the low available personnel.

Overtime - On Turnarounds:

1. Any turnaround related overtime on regular days off or statutory holidays immediately preceding or following the scheduled turnaround start/completion date will be staffed by the turnaround crew.
2. The completing turnaround will have priority for overtime staffing.
3. An employee is eligible for overtime in their own overtime work group as well as on the Turnaround. Priority is given to the Turnaround. Turnaround priority extends to 14:00 hrs. (2:00 p.m.), after which time if the employee has not been selected for

overtime, the employee's overtime work group will have priority.

4. Although assigned to a turnaround, an employee may decline overtime if the employee wishes as defined in 10.07 (i) of the Collective Agreement.
5. For the Turnaround crew overtime will be distributed according to the most current daily overtime list.

Overtime - General:

1. Overtime will be distributed in accordance with Article 10.07.
2. **Callouts**
 - a) For areas having resident tradespeople in the specific trade required for the overtime, the tradespeople from the overtime work group will be called first as per Appendix "C", then from the plant list.
 - b) For areas not having resident tradespeople in the specific trade required,

tradespeople from the Central trade forces will be called first - then, those from the rest of the plant.

3. Employees assigned to another work group for a period of less than 30 days or as a replacement may participate in the overtime of that group, i.e. the employee will be eligible as per the employee's overtime credit since the employee is recognized as a member of that work group. Record of such moves must be made to the Manpower Scheduler/Co-ordinator for call-out purposes.

The following guidelines apply to No. 3 above:-

- a) When an employee is assigned to another unit or area, the employee will not be eligible for overtime on the weekend preceding the assignment date.
- b) When an assignment period is less than a week, the employee will only be eligible for overtime on the

designated days (**24 hrs.**) that the employee is on assignment, except that when the assignment period includes the last full working day of the week in which case the employee is eligible for overtime on the week-end.

4. Most planned **jobs** provide opportunity for staffing with consideration for overtime; i.e., if a job is known to require overtime to complete it, the initial staffing should include the tradespeople who are eligible for the overtime. It is recognized that in spite of the above there will be situations where unplanned overtime will occur and circumstances do not allow for restaffing with the eligible tradespeople, the job will then be performed by those doing the work unless they decline and suitable replacements are available.

Needs for special skill and job continuity will also be considered as reasons for holding specific tradespeople on the job.

When an overtime situation occurs when it is necessary to staff for 2 consecutive periods of overtime, those low in overtime will be given the option of either period; the procedure continues with each person until the staffing is completed. The option will be explained as well as knowledge of the job will allow. In cases of declines the employee will be charged with the greater of the ~~two~~ O.T. charges. When staffing for 2 periods of O.T. such as a period on Saturday and a period on Sunday, we will continue to treat these as two separate occasions except that the arrangement for the second period can be completed before the end of the work of the first period.

Night Crews:

1. Payment

- a) The first two nights worked (excluding regular days off) on the night work period will be paid at premium payment.

- b) The first two days worked (excluding regular days off) the day work period will be recognized as overtime after regular hours are completed.
- c) The remaining nights will be paid at straight time for the first eight (**8**) hours of work and applicable overtime rates for work beyond eight (8) hours.
- d) Premium payment for night crews will not be recognized as overtime payment.

2. Selection:

- a) Selections will be made from the most current daily overtime list, each employee in turn will have the option to choose the period the employee wishes to work, or decline. This procedure continues until there are no options left; since there may be overtime involved, each employee may exercise their option except that the employee may be obligated to work overtime as outlined in 10.07 (i).

- b) If the employee declines to work either option the employee will be charged with the greater of the overtime charges. The employee will still be eligible to work other overtime during the night crew period; the employee will not be charged for any of this overtime if the employee declines; however, if the employee works, the employee will be charged for the overtime work in addition to the overtime charges the employee incurred for declining the night crew.
- c) Any regular hours lost during night crew assignment may be made up at straight time payment at a mutually agreed upon time.
- d) Re-staffing will be considered for night/day crews that extend beyond fourteen days.
- e) When accepting the night crew assignment an employee must accept the total package which may include overtime hours as well as hours at premium time.

NOTE:

Priority Turnarounds are those turnarounds that are given priority over other turnarounds by mutual agreement between the Company and the Union.

Work Group - Is the resident crew or their replacements. (same **job** classification)

Overtime Work Groups -
See Appendix "C"

APPENDIX "F"

SUMMARY OF BENEFITS

COST SHARING FORMULA

1. Group Life Insurance:

Approximately 2 x basic earnings in accordance with a schedule
85% Co. Pd.
15% Empl. Pd.

70C-065

72-999

2. Long Term Disability

60% of basic earnings on date of disability inclusive of any disability benefits from other sources (C.P.P. or W.C.B.) and subject to 80% (from all sources). Net basic earnings which ever is **less.**

100 %
Empl. Pd.

The Company will not reduce the amount paid by the insurer in the event of a Canada Pension Plan inflationary increase. This is non-taxable income.

3. (i) Weekly Indemnity:

Approximately 75% Cost Sharing
basic earnings in See Section 4
accordance with a schedule.

70B-085

(ii) Dental Plan

Plan will pay up to \$2000 per year for
each employee and each eligible
dependent as follows:

70E-085

100% of the cost of basic
and preventive care
(routine oral examinations,
cleaning, fillings) and

50% of the cost of
restoration and
replacement care (crowns, inlays,
dentures).

71-2

Orthodontic Treatment

50% of the cost of treatment based on
the ODA schedule in effect during the
term of this agreement, for dependent
children ages 6 - 21.

Treatment required to correct malocclusions of the teeth (maximum benefit is \$1,000 per year for each covered dependent with a lifetime maximum of \$2,000.00).

(iii) Major Medical Plan

Plan will pay 100% of covered expenses after satisfying an annual deductible of \$25/single and \$50/family for the employee and each eligible dependent. *764-1*
705-685

(iv) Supplemental Hospital Benefit

Plan will pay the difference between semi-private hospital charges and the ~~standard~~ ward rates paid by OHIP for the employee and each eligible dependent. *705-08*

(v) Vision Care

The plan will pay up to \$100 per two years for *706-085*

each eligible dependent for prescribed vision care.

4. Cost Sharing

The cost sharing of all benefits listed in Section 3 will vary from year to year but the cost aggregate of Sections 1, 2 and 3 will be 85% Company paid and 15% Employee paid.

5. Ontario Health Insurance Plan: OHIP

Provides for the basic Hospital and Medical Care for the employee and each eligible dependent. ~~57% Co. Pd. 43% Empl. Pd.~~

6. Pension Plan for Wage Employees: Eligible after one year of service

Cost to employee: 3.4% of earnings to the year's Maximum Pensionable Earnings (YMPE) under C.P.P. in that year and 5% of earnings which

77-1
78-2

are in excess of the
YMPE in that year.
Company Cost:
Company shall be liable and
contribute the balance of
the cost of the Plan
and shall comply with any
funding and solvency
requirements of any
applicable legislation
relating thereto.

Note: The above summarizes the high-
lights of the Health Care benefits and
the Pension Plan. For administrative
details refer to the full texts of all
plans. Such texts will be made avail-
able to the Union.