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# **COLLECTIVE AGREEMENT**

BETWEEN

**GENERAL CHEMICAL  
CANADA LTD.**

AMHERSTBURG, ONTARIO

AND

**LOCAL 89, C.A.W.**

November 14, 1996

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**COLLECTIVE**  
**AGREEMENT**

BETWEEN

**GENERAL CHEMICAL  
CANADA LTD.**

AMHERSTBURG, ONTARIO

AND

**LOCAL 89, C.A.W.**

November 14, 1996

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COLLECTIVE AGREEMENT entered into this 14<sup>th</sup> day of  
November, 1996

BY AND BETWEEN:

GENERAL CHEMICAL CANADA LTD.  
AMHERSTBURG, ONTARIO

hereinafter called the "Company",

-and-

NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION  
AND GENERAL WORKERS OF CANADA (C.A.W.-CANADA),  
LOCAL 89, AMHERSTBURG, ONTARIO

hereinafter called the "Union";

## **ARTICLE 1:00 - RECOGNITION - RELATIONSHIP**

**1:01** The Company recognizes the Union as the sole and exclusive bargaining agent, for collective bargaining purposes covering wages, hours, and terms and conditions of employment for the Company's employees at its plant at Amherstburg, Ontario, save and except:

Timekeepers, employees in a supervisory capacity, draftpersons, technical employees, plant protection persons, employees engaged on construction, Chemists, Metallurgists, office and salaried workers.

**1:02** Supervisory employees shall not perform the work of employees within the bargaining unit. However, supervisory, engineering or technical employees may perform the work of an employee within the bargaining unit in any of the following types of situations:

(a) In emergencies when regular employees are not immediately available. An emergency exists when action must be taken immediately to protect operations or minimize damage. However, an attempt shall be made to contact the employees normally performing the work without unreasonable delay.

(b) In the instruction or training of employees.

(c) In checking operating conditions.

**1:03** Employees in the office bargaining unit will not be temporarily assigned to perform the work which is normally performed by employees in the hourly bargaining unit.

**1:04** The Union, its members and/or its agents, shall not intimidate or coerce employees into membership and shall not on Company time or premises conduct Union activities except as herein expressly provided.

**1:05** The Company shall not interfere with the rights of the employees who are subject to the provisions of this agreement to become members of the Union. There shall be no discrimination, interference or coercion by the Company against such employees because of membership in the Union.

**1:06** Throughout this agreement, wherever a masculine noun or pronoun is used, it shall be construed as including the feminine, where the context or nature of the case is appropriate.

**1:07** The Company and the Union agree that there will be no discrimination, intimidation, interference, restraint or coercion exercised or practiced against any employee with respect to ancestry, place of origin, ethnic origin, citizenship, creed, sexual orientation, age, marital status, family status or handicap.

**ARTICLE 2:00 - MAINTENANCE OF MEMBERSHIP  
AND CHECK-OFF**

**2:01** All employees who are members of the Union in good standing in accordance with its Constitution and By-Laws, and all employees who become members, shall, as a condition of employment, maintain their membership in the Union in good standing for the duration of the collective agreement in which this provision is incorporated.

**2:02** Each employee shall, as a condition of continued employment, authorize the Company in writing to deduct from each employee's pay an amount equivalent to the regular monthly dues as determined by the Union. Each probationary employee shall, as a

condition of continued employment authorize the Company in writing to deduct from the employee's pay an amount equivalent to the regular monthly dues as determined by the Union. This deduction shall only apply to any calendar month in which the employee works at least forty (40) hours, or has had the opportunity to work forty hours. The Company shall remit monthly all money so deducted to the Financial Secretary of the Union.

**2:03** The Company shall, upon being presented with a written authorisation signed by an employee, deduct from the employee's pay the regular initiation fee required by the Union. The Company shall remit monthly all money so deducted to the Financial Secretary of the Union.

**2:04** The Union agrees to indemnify and save the Company harmless from any claims arising out of the check-off of Union dues or initiation fees made in accordance with authorization signed by the employee and furnished to the Company by or through the Union.

**2:05** Union dues deducted during the previous calendar year will be shown on the employee's T-4 form.

**2:06** The Company shall, upon being presented with a written authorisation, signed by an employee, deduct from the employee's pay the regular dues required by the C.A.W. Windsor and Essex County Skilled Trades Association. This deduction will be made once annually and the money so deducted will be remitted to the Financial Secretary of the Union.

**2:07** The Company agrees to deduct Union contributions from the pensioner's cheques conditional upon written authorization by the pensioner.

## ARTICLE 3:00 - REPRESENTATION

**3:01** The Union shall notify the Company promptly **and** in writing of the names of its officers and representatives, the respective dates of their appointment **and** the **names** if any of those **officers** or representatives who are being replaced or discontinued.

**3:02** The Union may appoint and the Company shall **recognize** not in excess of thirteen (13) **committeepersons**, one of whom may be the Chairperson of the committee, the **committeepersons** to be allocated by the Union as follows:

Manufacturing Operations .....	5
(One each of <del>the</del> five to be allocated to Calcium Chloride and each shift in Soda Ash)	
Power Section.....	1
S.A. Packing and Loading, Brine Wells, and Plant Cleaners .....	1
Field Repair .....	1
Pipefitters, Plug Cock, Apparatus Cleaner .....	1
Welders, Riggers, Machine & Equipment Lubricators, MLT Cleaners .....	1
Machine Shop, Garage, Transportation, Stores.	1
Electricians, Instrument, Yard .....	1
Carpenters, Painter/Masons, General Labour & Janitors .....	1



The number of committeepersons will be reduced to not in excess of twelve (12), effective May 1, 1999.

Each committeeperson, at the time of the committeeperson's appointment shall have at least twelve months seniority with the Company at its Amherstburg Plant,

The Plant Chairperson shall be appointed or elected and shall have at least twelve months seniority with the Company at its Amherstburg Plant. The Plant Chairperson and either the President or Chairperson of the negotiating committee will be assigned to the day shift only.

**3:03** It is understood and agreed that committeepersons as well as other employees have regular duties to perform. Committeepersons, with the approval of the foreperson of the department where they are respectively employed, shall be permitted and with reasonable promptness during their working hours without loss of time or pay to leave their regular duties for a reasonable length of time to investigate and settle grievances in their respective jurisdictions subject to a maximum absence from their duties of one hour per working day. Whenever, in the opinion of the foreperson concerned, more than a reasonable period of time shall have been taken by a committeeperson to accomplish such investigation, the foreperson of the department to which the committeeperson is attached may decline to approve payment to such committeeperson for such excess time. If an employee is called in by a member of supervision to be disciplined, that employee's committeeperson will be present if available on the premises. Should that employee's committeeperson not be on the premises, another available Union representative will represent the employee.

The Plant Chairperson and/or executive officers of the Union shall, with the approval of the foreperson of the department where they are employed, be permitted and with reasonable promptness during their regular working hours, without loss of time

or pay, to leave their regular duties for a reasonable length of time for legitimate business in accordance with this agreement.

**3:04** The Company shall recognize a bargaining committee of not more than six (6) members, to represent the Union in all phases of bargaining.

**3:05** The Company will supply the Plant Chairperson with the following information:

1. M&C overtime call-in sheets.
2. A copy of "off shift" schedules worked by maintenance crews after the job involved has been completed.
3. Names of seniority employees who are placed on layoff out of the plant.
4. Names of employees who have attained seniority in accordance with Article 17:00 of the Collective Agreement.
5. Copies of job postings and job posting results.
6. Written notification of quarterly cost-of-living amount and when it is to be paid.
7. A copy of the "Dues Check-off".
8. A list of preferred jobs (quarterly).
9. A copy of any Leave of Absence requests received by the Human Resources Department,

10. A listing of employees who receive pay in lieu of vacation on a monthly basis.
11. Weekly schedules of general labour pool and Maintenance assignments.

**3:06** (a) The Company will allow, if required and if authorized by the Medical Director/Director-Human Resources, the Substance Abuse Representative one (1) hour per day off the representative's regular duties.

(b) The Company agrees to continue to provide the Union with an office for the duration of the Agreement.

**3:07** The Company agrees, for the term of the Agreement, to allow the Chairperson of the Negotiating Committee to act as a full time Union Representative only if and when the President of Local 89 is not elected from the General Chemical Amherstburg Plant.

In addition as agreed, the incumbent of this position will be the second Union Representative of the Joint Company and Union Committee to be established.

#### **ARTICLE 4:00 - RESERVATIONS TO MANAGEMENT**

**4:01** The Union recognizes the right of the Company to hire, promote and demote, transfer, suspend or otherwise discipline and discharge any employee, for just cause, subject to the right of the employee concerned to lodge a grievance in the manner and to the extent herein provided.

**4:02** The Union further recognizes the right of the Company to operate and manage its business in all respects in accordance with its obligations, however, such right shall not violate any right granted the employee under the terms and provisions of this

agreement. The Company may make and alter from time to time rules and regulations to be observed by employees which rules and regulations shall not be inconsistent with the provisions of this agreement. Should the right of any employee as above mentioned be violated then the subject matter can be processed as a grievance.

#### **ARTICLE 5:00 - SAFETY AND HEALTH**

**5:01** The Company shall recognize a joint health and safety committee meeting representation of eight (8) employees, with equal representation from the Company and the Union. This committee will meet once per month to review plant health and safety issues. The Union agrees to cooperate fully in the prevention of accidents and the enforcement of safety rules and regulations.

**5:02** Effective January 1, 1997, the Company will contribute up to one hundred and fifty dollars (\$150.00) towards the cost of safety shoes and clothing for each employee. Effective January 1, 1998, this amount will be increased to one hundred and fifty-five dollars (\$155.00), and effective January 1, 1999, this amount will be increased to one hundred and sixty dollars (\$160.00).

**5:03** The Company will provide active plant employees with safety glasses, including prescription safety glasses. Prescription contact lenses will be provided if medically required.

**5:04** For the term of this agreement, the Company will allow the Union Health & Safety Representative an additional sixteen (16) hours per week, to carry out Health & Safety business.

**5:05** In the event that Bill 208 legislation is repealed during the term of this Agreement, the following will apply:

- I. The general responsibilities of the Joint Health & Safety Committee shall be:

a) To make a monthly inspection of a portion of the plant or place of employment for the purpose of determining hazardous conditions, to check unsafe practices and to receive complaints and make recommendations with respect to these matters.

b) To investigate, promptly, all critical injuries and fatalities.

c) To hold regular meetings monthly, for the discussion of current accidents, their causes, suggested means of preventing their recurrence and reports of investigations and inspections.

d) To keep records of all Joint Health & Safety Committee meeting minutes. The minutes shall indicate what action has been taken with respect to suggestions or recommendations previously made, and if no action has been taken, the reasons therefore shall be given.

e) A worker member of the Committee shall have the right, if available, to accompany the Ministry of Labour Safety Inspector or a designated contracted out inspector, on tours of the plant and shall receive copies of any reports sent to the Company pertaining to such inspections.

f) Accident, injury and occupational illness records shall be kept by the Company, and shall be made available to the Joint Health & Safety Committee. These records shall include all reports required by the Ministry of Labour under the Occupational Health & Safety Act. The Company also agrees to make available to the Committee, upon request, the trade name and/or technical description (including chemical analysis, if available) of any compounds and substances used in the plant.

II. An employee may refuse to work or to do particular work where the employee has reason to believe that:

1) any equipment, machine, device or thing the employee is to use or operate is likely to endanger the employee or other employees.

2) the physical condition of the work place or part thereof in which the employee works or is to work is likely to endanger the employee, or

3) any equipment, machine, device or thing the employee is to use or operate or the physical conditions of the work place or the part thereof in which the employee works or is to work is likely to endanger the employee or other employees.

III. a) If an employee refuses to work or to do particular work, the employee shall promptly report the circumstances of the employee's refusal to the employee's supervisor, who shall forthwith investigate the report with a worker representative of the Joint Health & Safety Committee.

b) Following the investigation and any steps taken to deal with the circumstances that caused the employee to refuse to work or do particular work, if the employee continues to have reasonable grounds to believe that carrying out the work would endanger the employee or other employees, then the Ministry of Labour shall investigate the refusal to work and shall give its decision, in writing, as soon as possible.

c) The employee shall be found alternative work, until such time as the job has been made safe, or determined to be safe to work on.

IV. The Company maintains the right to offer the refused work, with full disclosure to another worker in the presence of a Worker Safety Committee Representative, if available, or otherwise in the presence of a union steward. Pending the investigation and decision of the Ministry of Labour Inspector, no employee shall be required to use or operate the equipment, machine, device or thing or to work

in the workplace or the part thereof which is being investigated until the job in question has been deemed safe to operate by a certified management and worker member of the plant Joint Health & Safety Committee.

V. No disciplinary action shall be taken against any employee by reason of the fact that the employee has exercised the employee's right respecting the occupational safety and health of all employees.

VI. The Company agrees that whenever there is a refusal to work, or a complaint that could lead to a refusal to work because a machine, equipment or job function is considered unsafe, a Joint Health & Safety Committee member will be notified immediately and be given the opportunity to investigate such issue. If no Safety Committee member is available, a union committeeperson or union steward will be notified immediately and be given the opportunity to investigate such issue.

#### ARTICLE **6:00** - NO STRIKES - LOCKOUTS

**6:01** The Union agrees that it will not counsel ~~or~~ authorize any strike, sit-down, stay-in, slowdown, curtailment of work, any restriction or interference with production of the Company or any picketing of the Company's plants or premises during the life of this agreement.

**6:02** The Company reserves the right to discharge any employee, for just cause, who violates any provision of this Article, subject to the right of any employee so affected to lodge a grievance in accordance with the Grievance Procedure.

**6:03** The Company agrees that there shall be no cessation of work by reason of lockout.

## **ARTICLE 7:00 - GRIEVANCE PROCEDURE**

**7:01** No grievance shall be considered which usurps Management's function.

### **7:02 Step One (1)**

Any employee having a grievance shall submit it personally to the employee's foreperson with or without the committeeperson, within five (5) working days of the occurrence giving rise to such grievance or of the employee reasonably becoming aware of such occurrence. The foreperson shall give a verbal reply within five (5) working days of receiving the employee's verbal grievance.

### **7:03 Step Two (2)**

Failing settlement the grievance shall be reduced to writing and presented to the foreperson by the employee and/or that employee's committeeperson within three (3) working days of the foreperson's verbal reply at Step One (1). The foreperson shall render a written reply within three (3) working days of receipt of the written grievance.

### **7:04 Step Three (3)**

Failing settlement the written grievance shall be submitted to the section supervisor by the employee and/or that employee's committeeperson within three (3) working days of the foreperson's written reply at Step Two (2). The section supervisor shall render a written reply within three (3) working days of receipt of the written grievance.

### **7:05 Step Four (4)**

If the decision of the section supervisor is not satisfactory to the employee concerned, the employee may appeal therefrom by



lodging an appeal in writing with the Manager of Human Resources either direct or through the Plant Chairperson within five (5) working days of the delivery of the decision. Thereupon the appeal shall be placed upon an agenda for consideration at the conference next following between Management and the Union. There will be a conference between the Company and the Union in the third week of each calendar month. The agenda for this conference shall be comprised of all grievances appealed to Step Four (4) prior to the date of the conference and on or after the date of the last such conference. Further, however, except when agreed upon between Management and the committee, the Plant Chairperson and the relevant committeeperson who has heretofore handled the grievance shall be the only members of the Union to participate in the conference. The President of Local 89 and either the Regional Director of the C.A.W. or the National Representative thereof so designated from time to time by the Union for such purposes, may be present and take part in any such conference.

Management's decision on appeals taken up at a conference shall be rendered within ten (10) working days from the date of such conference.

**7:06** The following special procedure shall be applicable to a grievance alleging improper discharge or suspension of an employee:

The discharged or suspended employee shall present the grievance in writing either direct or through the relevant committeeperson and the Plant Chairperson to Management's Representative within five (5) working days of the discharge or suspension and Management's Representative will review the discharge or suspension. Every effort shall be made to render Management's written decision forthwith.

If an employee's grievance is that the employee has been unjustly discharged or suspended, the

consideration of the grievance may include not only the merits of the case but also what, **if** any, compensation shall be paid for the time Yost, in the event the reinstatement is agreed upon.

#### USE OF PAST RECORD

In imposing discipline on a current charge, Management will not take into account any prior infractions which occurred more than two (2) years for non-suspension related discipline, or three (3) years for suspension related discipline, nor impose discipline on an employee for falsification of the employee's employment application after a period of twelve (12) months from the date of hire.

The Company agrees to review any disciplinary action assessed to any employee after a period of two (2) years from the date of issuance.

**7:07** In the absence or inability to act of the Company Representative referred to in this Article, the Company may act through nominees of the respective representative with power to act.

**7:08** The procedure in Articles 7:01 to 7:04 equally shall apply to a grievance lodged by a group of employees.

**7:09** An allegation involving the interpretation or violation of any provision of this agreement may be lodged in writing by the Plant Chairperson or President of Local 89 or by a National Representative of the National Union in Canada with the Human Resources Department. Upon failure of the Company and the Union to agree on a settlement of the issue, it may be appealed to an arbitrator, within the time, in the manner, and to the extent set forth in the agreement. The Union will not use this procedure to circumvent any provision of this agreement.

**7:10** If a settlement of any grievance is not reached in the grievance procedure as outlined in Article 7:00 of this agreement, it

may be submitted to arbitration; however, if the grievance is not referred to arbitration and Article 7:11 is not being applied within forty-five (45) days after the final written answer by the Company, the grievance shall be considered settled.

**7:11** If a grievance is submitted to arbitration, the Manager of Human Resources for the Company and the designated representative of the Local will endeavour to select an arbitrator and, if they are unable to agree upon an arbitrator within ten (10) days after arbitration is requested, then the Minister of Labour for Ontario shall be asked to appoint an arbitrator.

**7:12** The expenses of the arbitrator will be shared equally by both parties.

**7:13** In arriving at a decision, the arbitrator shall not change or disregard any provisions of the agreement nor, except as provided in Article 21:00, establish or change any wage or rate of pay; the arbitrator, however, shall have the power to vary or set aside any penalty imposed by the Company relating to the grievance then before the arbitrator. All decisions of the arbitrator arrived at in accordance with the provisions of this agreement, shall be final and binding on the Company and the Union.

**7:14** Time allowances throughout this Grievance Procedure may be extended by mutual agreement between the parties.

**7:15** The term working days as used in this Article shall be deemed to be the regularly scheduled working days of the grievor and the members of supervision concerned.

## **ARTICLE 8:00 - HOURS OF WORK AND OVERTIME**

**8:01** (a) Subject to the provisions of this Article 8:00, all employees hired by the Company shall be allocated to either a "Rotating Shift" or a "Day and Other Shift" schedule.

(b) It is Company practice to avoid asking an employee to work in excess of sixteen (16) consecutive hours in any twenty-four (24) hour period. However, it is understood that assignments in excess of this time period may occur under circumstances such as:

- (1) Where the assignment can be completed within two (2) additional hours.
- (2) In emergencies and circumstances beyond Company control where the work cannot be completed within the time period specified above and other employees cannot be contacted to complete such work.

(c) Employees are paid to work eight (8) hours each day. However, day and other shift employees will be given a wash-up period of five (5) minutes before lunch breaks and ten (10) minutes at the end of each shift.

When work permits, such employees will be given one short rest period (not exceeding fifteen (15) minutes, including walking time) in the first half of the shift and one in the second half of the shift.

(d) Employees who have worked less than ten (10) work days in a calendar month, will be given the overtime average worked by the group. This does not apply to employees off work on vacation.

(e) When an employee is qualified after completing thirty (30) days in a group, the average overtime hours of the group at that time will be recorded as having been worked by the employee.

**8:02 Rotating Shifts (Eight (8) hours)**

(a) Schedules:

- (1) The work week for rotating shift employees who are on operations running three (3) shifts per day, seven (7) days a week, shall begin and end at 12:01 a.m. on Monday.
- (2) The regular work schedules of such employees over a period of four (4) weeks shall consist of six (6) eight (8) hour days in one week and five (5) eight (8) hour days in three (3) weeks with such four (4) week schedule repeating itself.
- (3) The normal working hours for rotating shift employees shall be 8:00 a.m. to 4:00 p.m., 4:00 p.m. to 12:00 midnight, 12:00 midnight to 8:00 a.m.

(b) Overtime:

One and one-half times the straight time hourly rate will be paid for:

- (1) Hours worked in excess of eight (8) per day or in a continuous work period, but not for both.
- (2) All hours of work performed on the sixth day of regularly scheduled work week and,
- (3) All hours of work performed in any day which the employee is regularly scheduled to have

off; except ~~that~~ two times the straight time hourly rate shall be paid for work performed on the regularly scheduled rest day in an employee's work week in which there is only one regularly scheduled rest day and two times the straight time hourly rate will be paid for work performed on the second regularly scheduled rest day in an employee's work week.

- (4) Hours worked by employees in advance of their regular starting time or when called in when they are not scheduled for work shall be paid at the appropriate overtime premium rate. This provision shall not apply when such additional hours were worked by arrangement between employees.

(c) If the Company establishes a permanent Day and Other shift schedule for a classification presently on a Rotating Schedule, a preference will be given to the qualified employees in the classification with the greatest seniority. If no employees express a preference, then the qualified employees with the least seniority will be assigned.

#### **8:03 Day and Other Shifts**

- (a) Schedules:

The work week of shift employees other than those referred to in 8:02 (a) above and day employees shall begin and end at 12:01 a.m. on Monday and their regular work schedule shall consist of five (5) eight (8) hour days Monday through Friday.

Unless a two (2) shift operation is required on the locomotive, train crew employees will be employed on the day shift.

If janitors are employed on a day shift, the most senior janitors will be given their choice of shift.

The working hours for all such employees shall be from 8:00 a.m. to 4:30 p.m. except employees engaged on S.A. Packing, S.A. Bag Packing, M.L.T. Cleaner handling coke, whose work schedule and hours of work the Company may continue to schedule irregularly in accordance with past practice.

(b) Overtime:

One and one-half times the straight time hourly rate will be paid for:

(1) Hours worked in excess of eight (8) per day or in a continuous work period, but not for both.

(2) One and one-half times the straight time hourly rate will be paid for all hours of work performed on Saturday.

(3) Two times the straight time hourly rate will be paid for all hours of work performed on Sunday.

(4) Hours worked by employees in advance of their regular starting time or when called in when they are not scheduled for work shall be paid at the appropriate overtime premium rate.

This provision shall not apply when such additional hours were worked by arrangement between employees.

- (c) If the Company establishes a permanent Rotating Shift schedule for a classification presently on a Day and Other Shift schedule a preference will be given to the qualified employees in the classification with the greatest seniority. If no employee expresses a preference then the qualified employees with the least seniority will be assigned.

**8:04** (a) The Company reserves the right to change the regular schedules of employees to meet operating conditions, However, an employee will be paid one and one-half times the straight time hourly rate for the first full shift worked on the employee's new schedule. If a full shift is not worked on a day during the revised schedule, then one and one-half times the employee's straight time hourly rate will be paid on the hours worked on the first day of the revised schedule. If an employee is not given at least 24 hours notice of such changes to a new schedule, the employee will be paid two (2) additional hours at the employee's straight time hourly rate.

(b) An employee changed from Day and Other Shift Schedule to a Rotating Shift Schedule, or from one Rotating Shift Schedule, to another Rotating Shift Schedule, shall be governed immediately by the provisions of Article 8:02 or provisions of the Twelve (12) Hour Shift Agreement, whichever applies. Also an employee changed from Rotating Shift to a Day and Other Shift or from one Day and Other Shift schedule to another Day and Other Shift schedule shall be governed immediately by the provisions of Article 8:03.

(c) In the event an employee's schedule is changed after having started work on the employee's original schedule: (1) for the week in which the change of schedule occurs such employee shall be paid one and one-half times the employee's straight time hourly rate for work performed on the sixth day worked in that work week and two times the employee's straight time hourly rate for work performed on the seventh day worked in that work week and (2) the



employee shall not be denied by reason only of the change in schedule the opportunity of working the same number of days and/or hours in that work week that the employee would have worked had the change in schedule not occurred. This will also apply when an employee resumes that employee's original schedule.

(d) Except as otherwise provided for in 8:04 (g), changes in "Day and Other Shift" schedules shall be limited to the period from midnight Sunday to 12:30 a.m. the following Saturday.

(e) Except as otherwise provided for in 8:04 (g), the assignment of employees from their regular schedule as defined in 8:03 (a) to a revised schedule shall be for no more than two (2) consecutive calendar weeks at a time.

(f) Except as otherwise provided for in 8:04 (g), a change in schedule for M & C employees on a regular schedule as defined in 8:03 (a) shall be limited to the hours:

- 8:00 a.m. to 4:30 p.m.
- 4:00 p.m. to 12:30 a.m.
- Midnight to 8:00 a.m.

(g) Sections 8:04 (d), (e) and (f) shall not apply when the change of schedule is to a "Rotating Shift" schedule as defined in 8:02 (a).

(h) No change of schedule premium will be paid under this provision when the schedule change is due to any of the following reasons:

1. When an employee's regular schedule is resumed after having worked a revised schedule for one or more shifts.
2. When the schedule change is due to arrangements between employees or is due to

a reduction in force, or leave of absence, or is due to filling of vacancies under the Posting and Bidding Procedure.

3. When the rescheduling is due to filling vacancies resulting from vacations except for vacancies in the M & C crew assigned to the afternoon and the midnight shift.
4. If an employee is asked to report to work before the employee's regular shift begins, it shall not be considered a schedule change provided the employee also has the opportunity of working the employee's regular shift.

**8:05** (A) Vacancies on rotating shift jobs, which functions the Company essentially continues to operate, will be filled in accordance with the following procedure:

#### ROTATING **SHIFT** RELIEF PROCEDURE

##### Provisions:

- (a) When a shift person is unable to report for work, such person will give the Company at least two (2) hours' notice.
- (b) All shift persons will remain on the job until their respective relief has taken over the job and overtime will start five (5) minutes after the starting time of the next shift.

Step 1

If the provisions are complied with, relief will be obtained by the following procedure:

- (a) The employee on the job will be asked to stay over.
- (b) If the employee on the job will not stay over, the employee on the same job having that day off will be called in.
- (c) If neither of the employees covered by (a) or (b) will work, the employee filling the same job on the following shift will be called in providing such employee is willing to work such employee's regular shift after.
- (d) On every Monday, at midnight, when relief cannot be obtained by following the provisions of (a), (b) or (c), then the employee who is scheduled to report at 4:00 p.m. on Tuesday will be called in.
- (e) On every Wednesday when (b) and (c) are the same employee, and such employee is not willing to work under provisions in (c) then the employee who left the plant at 8:00 a.m. will be the next employee called in.

**Step 2:**

If the provisions are not complied with, relief will be obtained in the following manner:

- (a) Moving shift up if a spare employee is available.
- (b) Asking the employee on the job to stay over.
- (c) If the employee on the job will not stay over, the job will be filled by holding over a qualified employee who is going home at that time, or if the vacancy is not filled as above, then a call in will be made by referring to Step 1 (b), (c), (d).

**(B)** The above procedure covers the providing of relief only so far as unexpected absenteeism is concerned.

**(C)** If any of the above mentioned vacancies are expected, the Company may hire additional employees, or may use a spare employee to cover relief for expected absences either directly or by moving the shift up.

**(D)** If overtime is paid on an expected absence then Step 1 of the Rotating Shift Relief Procedure will be followed.

**(E)** If two or more expected vacancies originate at the same time (i.e. start of the shift) and overtime is paid on any one of them, it will be paid on the job(s) with the higher wage rate(s) only after utilizing the relief set forth in 8:05(C).

**(F)** If two or more expected vacancies occur on the same shift but have started on different days, and overtime is paid

on any one of them, it will be paid on the newest vacancies only after utilizing the relief set forth in 8:05 (C).

**(G)** An unexpected absence is when the employee fails to give the Company at least sixteen (16) hours' notice prior to the time the employee is expected to report for work.

**(H)** If two or more unexpected vacancies of less than two (2) hours' notice start on the same shift and overtime is paid on any one of them, it will be paid on the job(s) with the higher wage rate(s) only after the available spare employee(s) (if any) has been utilized to fill a job(s) either directly or by moving the shift up.

**(I)** When there is overtime worked on a Rotating Shift (other than the tilling of vacancies) such overtime will be handled in accordance with the Rotating Shift Relief Procedure.

**(J)** If an employee leaves the job due to illness or accident and has not worked half the scheduled hours on that shift, the resulting vacancy will be filled according to Step 1(b), (c) and (d) of this procedure.

**(K)** If an employee leaves the job after working at least half the scheduled hours then the following day will be considered the first day of unexpected absence unless sixteen (16) hours' notice has been given.

**(L)** In order to provide relief on shifts in the Power Section during absence due to vacation, sickness, leave of absence or for prolonged periods due to any other reason, the following procedure will be used:

- (1) When an employee requests to be trained on a job and receives the required training time on the job, then such employee must relieve on that job when required.

- (2) Where a disability would prevent an employee from satisfactorily performing the work to be done or where the type of work to be done would be a detriment to such employee's health due to the disability, then the employee will be excused from relief work on request.
- (3) Where the employee who is moving up and the employee who is moving into such employee's job is fully trained on both jobs, then a trade may be arranged between the employees on the two jobs to be covered and a trade slip turned into the office prior to the trade so that shifts can be properly set up.

Any arranged trade slips to be in Boiler House Office by March 15<sup>th</sup> to facilitate training and vacation scheduling. Trade slips must be signed by both employees and approved by the supervisor.

Relief Procedure:

- 1. Relief for Engine Room Shift Engineer
  - (a) Boiler House Shift Engineer has preference if such employee signifies in writing prior to March 15<sup>th</sup> that such employee will accept the relief assignment on such shift.
  - (b) If the relief assignment is not filled as above, then it will be by the First Assistant Engineer on the same shift.
- 2. Relief for Boiler House Shift Engineer
  - By First Assistant Engineer on the same shift.

3. Relief for First Assistant Engineer  
By Second Assistant Engineer on the same shift.
4. Relief for Second Assistant Engineer  
By Third Assistant Engineer on the same shift.
5. Relief for Pump House Operator  
By Boiler House Cleaner.
6. Relief for Third Assistant Engineer  
By Boiler House Cleaner and fill in from General Labour.

**8:06** Overtime as set out in Section 8:03 (b) will be distributed among those seniority employees in the classification normally performing the work to be done, subject to Section 8:01 (b) and without prejudice to the right of Management to increase or reduce force, or to determine if overtime is required. Distribution of overtime shall be equitable as far as reasonably practicable. When hold-over overtime is required outside the group, the seniority labour pool employees assigned to that group will be asked to work before any other plant employees unless otherwise specified in the agreement.

**8:07 OVERTIME DEFINITION**

(a) Overtime hours are those worked beyond the regular schedule of hours worked on jobs normally performed by employees other than on rotating shifts and such overtime hours shall be offered to such employees unless they are notified at least sixteen (16) hours in advance that a new shift of not less than eight (8) hours will be scheduled.

In recording overtime opportunities, the Company will follow the Union's request that overtime offered or worked including call-in allowance be charged to an equivalent straight time hour amount. A record of day and other shift overtime will be posted in all departments and updated each calendar month.

The Company will continue the policy of excusing an employee from overtime work (this includes emergencies) as long as others are willing to work and excusing an employee in any event when such employee has a reasonable excuse.

(b) One and one-half times the straight time hourly rate will be paid for scheduled half (1/2) hour lunch periods worked by Day and Other Shift ~~employees~~ unless employee requests reschedule. Such premium **hours** will not be recorded as overtime worked by an employee. Overtime waivers are not ~~recognized~~ for lunch period assignments.

The mailperson/janitor will be entitled to overtime in the Janitor's Group.

When the machine and equipment operators' group is exhausted for overtime, first preference will be given to the crane operators' group on an equitable basis for out of the group overtime.

#### **8:08 OVERTIME TRANSPORTATION**

1. Employees held over past their normal work schedule will be given transportation home if their own cars are not on the lot.
2. Employees called into the plant for emergency work will be asked to transport themselves in their own cars. If a legitimate reason is given for not being able to provide such transportation then the jitney service will be used to bring the employees to the plant and



return them home, and in such cases inability to transport themselves shall not give the Company right to pass over such employees.

3. The boundaries will be established as within a ten (10) mile radius of the plant except in cases of employees referred to in # 1.
4. The Union will use its best endeavour to insure cooperation of the plant employees so that the above-mentioned jitney service will not be abused.

#### **8:09 OVERTIME MEALS**

- (a) Whenever an employee works one and one-half hours past a regular work schedule or nine and one-half (9 1/2) consecutive hours the employee can have a ticket redeemable for eight dollars (\$8.00) or a meal, the cost of which will not exceed ten dollars (\$10.00), or a breakfast, the cost of which will not exceed six dollars (\$6.00). The menus will be posted in the plant with the Company paying only the cost of the meal as per menu. An additional redeemable ticket or meal will be furnished to the employee for each additional four (4) hours of continuous work performed thereafter.
- (b) Employees called into the plant on overtime can have a ticket redeemable for eight dollars (\$8.00) or a meal, the cost of which will not exceed ten dollars (\$10.00), or a breakfast, the cost of which will not exceed six dollars (\$6.00) at regular meal times (8:00 a.m., 12:00 Noon, 5:30 p.m.) or immediately after the first four (4) hours of work, whichever comes first, and

an additional redeemable ticket or meal will be furnished the employee for each additional four (4) hours of work performed thereafter.

- (c) Whenever an employee is **called** into the plant prior to the start of the **employee's shift** or is scheduled in eight (8) hours prior to the employee's shift and works the employee's regular schedule, a breakfast, the cost of which **will** not exceed six dollars (\$6.00) or a ticket redeemable for eight dollars (\$8.00) will be furnished by the Company. After the employee has worked the first four (4) hours of the employee's regular shift, the employee **will** be entitled to a meal, the cost of which will not exceed ten dollars (\$10.00) or a ticket redeemable for eight dollars (\$8.00).

- (d) The meal allowance during the term of this agreement will be as specified below:

<u>Effective</u>	<u>Meal</u>	<u>Ticket</u>	<u>Breakfast</u>
November 1, 1996	\$10.00	\$8.00	\$6.00
November 1, 1997	\$10.25	\$8.00	\$6.00
November 1, 1998	\$10.50	\$8.00	\$6.00

- (e) The meals will be purchased at places requested by the **employees** within the area when such are available.

- (f) The Company agrees to continue, for the duration of the Agreement, the present practice of transporting M&C employees to restaurants for breakfast with all time paid by the Company.

The Union will designate two (2) places where breakfasts may be obtained and four (4) places where other meals may be obtained, If the Union desires to change any of the designated meal sources, thirty (30) days' written notice will be given to the Company.

**8:10 EMERGENCY REPAIRS**

- (a) In the case of emergency overtime the foreperson involved shall offer the overtime opportunity to such employees as deemed necessary to complete the repairs needed.
- (b) In the case of employees of various groups working on an emergency overtime job, no objection will be raised to their giving reasonable assistance on other phases of the work on this job when they are not performing their particular skill.
- (c) If employees working on an overtime job believe another skill is needed the foreperson involved will be contacted to explain to them the circumstances and request help, meanwhile the employees on the job will continue the repairs to the best of their ability.
- (d) If a foreperson refuses request for additional help and should a grievance be lodged it shall be considered by both the Company and the Union from a reasonable standpoint, taking into account the circumstances involved.
- (e) Work of the shift adjusters is to do small adjustments and repairs (including minor blanking and unblanking) required to

maintain efficient production operations. It is not ~~the~~ Company's intent that ~~they~~ will do repairs ~~that~~ are normally done by the Maintenance Department. Specifically, Shift Adjusters will not replace V-belts, adjust or repair skip car brakes, repair or remove links from chain drives. Additionally, Shift Adjusters will not replace **Norseal** valves in conjunction ~~with~~ maintenance projects. Further, this list will not be construed as an exclusive list of restrictions.

**8:11** Employees who do not wish to work overtime may sign a waiver in form set forth below and will not be contacted for overtime opportunities for at least thirty (30) days and not thereafter until they revoke their waiver by written notice. For record purposes they will be credited with the average overtime opportunities for their group while the waiver is in effect. The Company will notify the Union of waivers and withdrawals. For the purpose of calculating the group average only, an employee on waiver will not be considered as part of the group.

Waiver Notice:

"The undersigned hereby certifies ~~that~~ such employee prefers not to work overtime and will not be contacted for overtime for ~~the~~ next thirty (30) days and thereafter until further notice in writing, unless other employees are not available to do so. The employee will raise no complaint if the employee is not asked to work overtime."

**8:12** No provision of this agreement shall entitle an employee to more than one premium payment for the same hours worked.

**8:13** (a) Successful bidders on “Day and Other Shift” jobs shall not be deemed eligible for overtime in their new classification until having completed thirty (30) calendar days in such group.

(b) Subject to the above, if other employees in the classification cannot be contacted to perform overtime work, then new employees in the classification with less than thirty (30) days shall be given first preference for overtime.

**8:14** When overtime other than shift relief agreement or bag packing is required in the handling of C.C. flake it shall be offered in the following sequence:

1. Employees in the C.C. Packing and Loading Group who hold bid jobs.
2. General Labourers with seniority assigned to the C.C. Packing and Loading Group.
3. Any other Bargaining Unit employee.

#### **ARTICLE 9:00 - REPORTING PAY ALLOWANCE**

**9:01** An employee who is regularly scheduled or who is notified to report for work and does report for work but for whom no work at the employee’s regular job is available shall receive at least four hours’ employment in other work at the employee’s straight time hourly rate or, at the Company’s option, will be paid four hours’ pay at the employee’s straight time hourly rate. This provision shall not apply when such lack of work is due to a labour dispute, tire, flood or other cause beyond the control of the Company.

#### ARTICLE **10:00** - CALL-IN PAY

**10:01** An employee called back to the plant for work shall receive three (3) hours' pay at the employee's straight time hourly rate in addition to pay for actual hours worked.

#### ARTICLE **11:00** - SHIFT DIFFERENTIAL

**11:01** The Company will pay shift differential of one dollar and four cents (\$1.04) per hour to shift employees engaged on the afternoon shift and a shift differential of one dollar and thirty-five cents (\$1.35) per hour to shift employees engaged on the midnight shift except that "Day and Other Shift" employees will not receive shift differential,

- (a) if change of shift premium is being paid,
- (b) if overtime is being paid for hours worked additional to a normal day shift,
- (c) on a call-in.

Effective November 1, 1997, shift differential of one dollar and twelve cents (\$1.12) and one dollar and thirty-seven cents (\$1.37); and effective November 1, 1998, one dollar and sixteen cents (\$1.16) and one dollar and thirty-nine cents (\$1.39) will be paid for the afternoon and midnight shifts, respectively.

#### ARTICLE **12:00** - HOLIDAYS

**12:01** During such period as this agreement remains in force the Company will recognize the following holidays:

New Year's Day  
Second Monday in February  
St. Patrick's Day  
Good Friday  
First Monday in May  
Victoria Day  
Second Monday in June  
Dominion Day  
Third Monday in July  
Civic Holiday  
Labour day  
Thanksgiving Day  
Armistice Day  
December 24  
Christmas Day  
December 31

Any holiday falling on Saturday or Sunday will be observed on the following Monday except when December 24th and December 31st fall on Saturday or Sunday, they will be observed on the preceding Fridays, Whenever St. Patrick's Day falls on a day other than a Monday, Wednesday, or Friday, this holiday will be observed on the nearest Monday or Friday. If this holiday falls on a Wednesday, it will be observed on the following Friday.

Shift workers will receive their holiday on the day of the holiday and not the Monday or Friday as it is now.

Paid Personal Holiday (P.P.H.)

Effective January 1, 1991, the Company agrees to provide each Hourly Bargaining Unit employee with one (P.P.H.) Paid Personal Holiday (8 hours) in each year of the Collective

Agreement. This P.P.H. day will be taken consistent with operating conditions.

**12:02** The Company will pay to each employee for each designated holiday a holiday allowance of eight (8) hours' pay at the employee's straight time hourly rate provided:

- (a) the employee has seniority as of the date of such holiday, and
- (b) the employee has worked on the employee's last regular scheduled working day and within three (3) weeks prior to the holiday, and on the employee's next regular scheduled working day after such holiday;' provided that a seniority employee who was absent from work on the employee's last regular scheduled working day before such holiday, or on the employee's first regular scheduled working day after such holiday, by reason of bona fide sickness or injury, shall be entitled to holiday pay for such holiday if the reason for such absence originated within sixty (60) days preceding such holiday; and provided further that a seniority employee who has otherwise qualified for holiday pay as above provided, but who was absent under the established vacation plan on the holiday or on the employee's last regular scheduled working day prior to, or the employee's first regular scheduled working day after such holiday, shall be entitled to one (1) extra day off with eight (8) hours' pay at the employee's straight time hourly rate in lieu of holiday pay for such holiday;
- (c) the employee has not been absent from work



in excess of one (1) year due to an injury at the plant for which the employee is receiving benefits from the Worker's Compensation Board.

For the purpose of this section, an employee who works a job rated higher than the employee's regular job either for a full schedule during the calendar week in which the holiday falls or on the holiday, shall have the employee's holiday allowance computed using such higher rate, providing the employee otherwise qualifies for the holiday allowance.

**12:03** Employees who qualify for holiday pay and who are requested to work on such holiday, in addition to holiday pay shall be paid double time the straight time hourly rate for the first eight (8) hours worked on such holiday, and triple time the straight time hourly rate for hours worked in excess of eight (8) on such holiday. Employees who are requested and agree to work on such holiday and fail to do so, shall not be eligible for any holiday pay therefore. Employees who are requested to work on any such holiday and who do not qualify for holiday pay therefore, shall be paid at double time their straight time hourly rate for time worked on such day.

Rotating shift employees will have the option of electing up to twenty-four (24) hours paid leave of absence in lieu of up to twenty-four (24) hours holiday pay, consistent with the designated amount of employees off in the employee's department at any given time. Such election shall be made by May 15th each year.

#### **ARTICLE 13:00 - LEAVE OF ABSENCE**

**13:01** Application for personal leave of absence shall be submitted in writing to the Human Resources Department and a record kept by the Human Resources Department of the disposition

of such application. The Plant Chairperson will be given a copy of the application by the Human Resources Department.

**13:02** The Company will grant leave of absence without pay to delegates and/or officers, to attend Union functions or conferences.

**13:03** (a) An employee convicted of a traffic offence, whether under the Highway Traffic Act or Criminal Code, and who is absent from work for not more than ninety (90) calendar days as a result of such conviction shall be treated as though the employee were on leave of absence.

(b) An employee held in custody until found guilty under the Criminal Code will be treated as though the employee were on leave of absence.

**13:04** Any member of the Union employed by their Union locally or nationally shall, upon written request, be granted a leave of absence not exceeding one (1) year without pay. Upon written request the Company shall renew such leaves for additional periods not to exceed twelve (12) months each. When being relieved of their position with the Union the employees shall be entitled to reinstatement with the Company and shall be credited with the length of service as of the date of initial leave and full seniority rights as though they had been continuously employed by the Company. Upon reinstatement the employees will be placed on the jobs they held on the last day worked immediately preceding the commencement of the initial leave of absence if such job is still operative. If such job is not operative the employees will be placed on a job which they are qualified for and able to perform consistent with the seniority provisions of the Collective Agreement. No more than three (3) such leaves shall be operative at any one time.

**13:05** The Company agrees to pay into a special fund one (1) cent per hour per employee for all compensated hours for the purpose of providing paid education leave. Said paid education leave will be for the purpose of upgrading the employee's skills in all aspects of

Trade Union functions. Such monies are to be paid on a quarterly basis into a trust fund established by the National Union, C.A.W., and sent by the Company to the C.A.W. Paid Education Leave Training Program, P.O. Box 897, Port Elgin, Ontario, N0H 2C0.

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

The total number of employees absent from the plant at any one time under this clause and 13:02 shall not exceed twenty-five (25) in total, up to five (5) of which may be on educational leave.

**13:06** During periods of authorized leave as provided for above, seniority of such employees will be uninterrupted.

**13:07** The Company will pay the President and Financial Secretary (if employees of General Chemical), Plant Chairperson, and Bargaining Committee 40 hrs/week and in turn, give them the appropriate pension credits. This is conditional upon Local 89 reimbursing the Company for all lost time directly related to Union activities and/or leaves of absence.

#### **ARTICLE 14:00 - BEREAVEMENT PAY**

**14:01** In the event of a death in the immediate family of an employee, the Company will, upon notification from such employee, grant time off with pay from the hours the employee is scheduled to work during the first three days next following the date of death, except that if the funeral is held on a day other than one of the first three (3) days next following, then the day of the funeral may be substituted for one of the said three (3) days.

**14:02** The Company will pay the employee for the scheduled hours not worked during the said three (3) days at the employee's straight time hourly rate.

**14:03** The words "immediate family" of Article 14:01 shall mean spouse, children, step-children, grandchildren, brothers, step-brothers, sisters, step-sisters, son-in-law and daughter-in-law of the employee, parents or step-parents of both the employee and spouse, and grandparents of the employee and spouse.

**14:04** In the event of the death of an employee's brother-in-law or sister-in-law, the employee will be granted time off with pay from the hours the employee is scheduled to work on the day of the funeral. The Company will pay the employee for the scheduled hours not worked during the said one (1) day at the employee's straight time hourly rate.

**14:05** Should an employee be on vacation when a death occurs in the employee's family that would otherwise qualify for bereavement pay, as defined by Article 14:00, the employee's vacation will be suspended and replaced with bereavement leave. The employee's unused vacation will be rescheduled and taken at a later date in conjunction with the normal vacation scheduling procedure.

**14:06** When a death occurs in the employee's immediate family, as defined by Article 14:03, and if the employee would not otherwise qualify for bereavement pay as defined by Article 14:01, the employee will be entitled to bereavement pay for the employee's next two (2) scheduled shifts.

**14:07** The three (3) day pay allowance referred to in 14:01 shall not be granted in a case where the employee does not attend the funeral of the deceased relative, unless and only if the funeral is held outside the Province of Ontario, in which case, the employee will be granted the three (3) day pay allowance. However, in any case, the employee will still be granted time off and pay for the hours the employee is scheduled to work on the day of the funeral.

Proof of death and relationship may also be required by the Company.

**14:08** The Company agrees to recognize common-law relationships, for bereavement purposes, after one (1) year provided the employee has updated the Company's Human Resources Department records.

#### ARTICLE **15:00** - JURY DUTY

**15:01** It is agreed that an employee who is absent from work due to being called for jury duty or subpoenaed as a witness shall be paid by the Company the difference between the earnings the employee would have received if the employee had been employed on the employee's regular schedule and the amount paid to the employee for jury duty or serving as a witness, provided:

- (a) the employee gives the Company prior notice that the employee has been called for jury duty or subpoenaed,
- (b) the employee furnishes to the Company satisfactory proof of such jury duty or subpoena, showing the date and time served and the amount paid for duty,
- (c) the employee reports to work on the employee's regular schedule on the days the employee is not required for jury duty or serving as a witness and the next regular scheduled day following the employee's dismissal from jury duty or serving as a witness.

**15:02** The employee may also report to work on days the employee is required for jury duty provided that the employee's jury duty does not interfere with the employee's regular work schedule.

#### **ARTICLE 16:00 - BULLETIN BOARDS**

**16:01** The Company agrees that the Committee may use the bulletin boards allocated to the Union and located throughout the plant, provided and it is agreed that the use by the Committee of such bulletin boards shall be restricted to the posting thereon only of such notices as have received the approval of the Manager of Human Resources prior to the posting thereof and that the subject matter of all such notices shall be restricted to matters pertaining to recreational or social activities, notices of meetings or notices of the results of elections; and provided further, that no notice shall be posted by the Committee on such boards containing advertising or political matter.

#### **ARTICLE 17:00 - SENIORITY**

**17:01** (a) Upon completion of sixty (60) calendar days' employment in the bargaining unit within any period of twelve (12) consecutive months, an employee shall be entitled to have that employee's name placed on the plant seniority list and on the relevant group seniority list. The date of hiring of any employee placed on the seniority list after sixty (60) calendar days intermittent employment within any period of twelve (12) consecutive months shall be considered to be the date sixty (60) calendar days prior to the date upon which the employee attains seniority.

(b) Employees shall be considered probationary employees until they have become eligible for the seniority lists as above

provided, and probationary employees shall not have any seniority rights.

(c) Any employee who has attained seniority and who is transferred to a classification excluded from the bargaining unit shall retain the seniority the employee had at the time of transfer for a period of one (1) year. If such employee is returned to the bargaining unit within the one (1) year period, the employee shall be reinstated in the General Labour classification with full seniority rights.

Any employee of the Company who is not covered by this agreement and who was not previously a member of the Bargaining Unit, shall, if transferred into a position which is covered by this agreement, be treated as a new hire. Such employee shall have no accumulated seniority.

**17:02** The expression “group” when used herein shall mean a group of employees, who may be in one or more classifications, the members of which are qualified to perform any certain specific operations or duties therein as specified by the Company, subject to Grievance Procedure.

**17:03** Employees’ names shall appear on the group seniority lists in the order of their respective dates of commencement of last continuous employment in the relevant group, except where an employee is permanently transferred from one group to another, the employee’s seniority in the new group will become equal to the employee’s plant seniority thirty (30) days after such transfer.

**17:04** (a) Seniority lists for each group, the accuracy of which has been accepted on behalf of the Union in writing, shall be posted and maintained by the Company.

(b) A master seniority list showing the plant seniority status of each employee will be maintained in the Human Resources

Department, a copy made available to the Plant Chairperson upon request.

**17:05** Seniority rights of employees shall be exercised as set forth below when seniority is considered under other provisions of this contract.

- (a) An employee in a group shall be entitled to seniority over an employee in that group who has less seniority.
- (b) Any employee in the Plant at Amherstburg shall be entitled to seniority over an employee having less plant seniority if able and willing to do the different type of work required of the employee,

**17:06** Seniority shall cease for any one of the following reasons:

- (a) If the employee quits;
- (b) If the employee is discharged and such discharge be not reversed through the Grievance Procedure;
- (c) If the employee is absent for five (5) of the employee's consecutive scheduled working days without advising the Company giving satisfactory reasons;
- (d) If the employee fails to return to work within five (5) days after notification so to do to the employee's address on record with the Company unless the employee furnishes satisfactory reasons for such failure;



- (e) In the event of layoff by the Company for a period of sixty (60) consecutive months;
- (f) Retirement - provided that in the case where the employee is retired for total and permanent disability and subsequently recovers and is re-employed, the employee's seniority shall be reinstated as though the employee had been on sick leave;
- (g) In the event of illness for a period of sixty (60) consecutive months except that this period will be extended if the Company believes the employee is likely to recover and return to work. The Company will notify the Union and the employee prior to initiating any action at sixty (60) months.

**17:07** (a) An employee having seniority, moved by the Company to temporary or casual work shall, for a period of thirty (30) days from the date of being so moved, retain seniority in the group from which the employee was moved. An employee being so moved shall be allowed, during the above mentioned thirty (30) day period, to work sufficient time within the employee's own group so as to retain the employee's seniority rights.

(b) Employees will perform such casual or temporary work that is required, however, preference will be given to those employees with the greatest seniority who can satisfactorily perform the work to be done.

In the event of a temporary reassignment, the committeeperson for the group will be retained in the group provided some work for the group remains and provided the committeeperson can immediately perform the work remaining.

In the event that no employee exercises a preference for such casual or temporary work then the employees in the group affected with the least seniority who can satisfactorily perform the work to be done will be assigned.

(c) The provisions of 17:07(b) above respecting employees' preference shall not apply to the General Labour classification.

In filling temporary vacancies in Labour Grade 3 jobs or higher, the Company will assign seniority General Labour employees before non-seniority employees, provided that they are not already assigned to a position in Labour Grade 3 or above, and are able to perform the work involved. When seniority General Labour employees have completed their current assignment they will be assigned no later than the next Monday to displace non-seniority employees filling temporary vacancies in Labour Grade 3 or higher, provided they are able to perform the work involved.

The above provision shall apply only to temporary vacancies which are expected to be of five (5) days or more in duration.

If an employee in the General Labour classification wishes to express a preference for "Rotating Shift" work or "Day and Other Shift" work, the employee may do so in writing to the Human Resources Department within five (5) days of February 1st each year. An employee absent from work during this application period will be permitted to express such a preference within live (5) days following the employee's return to work from an authorized sickness, vacation, or leave of absence from work. An employee initially entering the General Labour classification after February 1st, may advise the Human Resources Department, in writing, of the employee's preference for "Rotating Shift" work or "Day and Other Shift" work only during the employee's first five (5) days in the classification. This preference will then stand until renewed or revised on the following February 1st.

(d) Employees loaned into jobs, other than the Progression System, will be paid the rate of the job that they are loaned into, provided that rate is higher than the job they came from. Employees loaned into a skilled trades classification where they were at the "A" level, will be paid the "A" rate when assigned to perform skilled trades work in that classification.

Employees assigned to relief duties in the Brine Wells Operator classification will be paid at Labour Grade 3.

(e) The Company agrees to continue the practice of the yard gang preferential list. The Company will utilize yardpersons on the list to fill the listed jobs before filling the jobs with other available persons if the job is expected to be four (4) hours or more in duration.

If the Company fills a listed job with other than the senior person on the list, the senior person will be paid at the higher rate of that particular job for the hours worked.

**17:08** In the event of an employee suffering an occupational disability who cannot perform the employee's bid job, the following options may be applied. The following order will be applied in an effort to keep the employee employed at the plant:

1. Review the employee's bid job to determine if these job requirements are consistent with the employee's medical restrictions and what, if any, accommodations can be made.
2. Exercise Paragraph 18:05 whereby said employee may exercise seniority as though the employee had been affected by a reduction in force.
3. Review all suitable jobs which the employee can perform, consistent with the employee's medical restrictions. If a vacancy occurs on one of these said jobs which the Company plans to till, the

employee may, by mutual agreement, be placed in such vacancy without posting said position.

Nothing in this paragraph will constitute a guarantee of employment for any employee with an occupational disability. An employee who is placed in a job under these provisions will observe the seniority provisions of the Collective Agreement for any potential reduction in force.

**17:09** Employees who left or leave the Company's employ and directly thereafter serve in the present war in the Canadian Armed Forces or by order of the Government directly thereafter serve in Government Departments of Government supervised activities shall, upon honourable discharge from said Forces or release in good standing from Government activities as aforesaid, be re-employed to the extent work is available in the Company's Plant at Amherstburg, if physically fit and upon application received within ninety (90) days of date of discharge or termination of Government services, as the case may be. Seniority with respect to such individuals shall accumulate in their absence from the Company's employ for such purposes.

**17:10** (a) Except as otherwise provided for in Article 17:07, a job vacancy in any group will be posted for five (5) working days. An employee in applying for a posted job must do so in writing on the forms provided.

Any vacancy which is not filled as a result of posting and for which no one has been hired three (3) months after it was first posted, shall be reposted as prescribed herein.

(b) Subject to 17:10 (d) below, first consideration will be given to applications received from employees in the group and in the order that wage classifications in the group are nearest the job vacancy. For this purpose, the wage classification that is filled above the vacancy, the wage classification that is filled below the vacancy and the wage classification of the vacancy shall be deemed

equal except in the Power Section when an employee wishes to bid on a lower rated job all operating wage classifications at and below the employee's classification will be considered equal.

The Company will endeavor to assign high seniority employees to long-term preferred job assignments within the General Labour Pool classification. In the event that General Labourers are required for relief in the Power Section Operative Group, a notice will be put up and applicants willing to pursue the Stationary Engineer requirements will be selected by seniority.

- (i) "An employee classified as Relief Machine and Equipment Lubricator/Mailperson shall have first preference on any Machine and Equipment Lubricator posting."
- (ii) The Company will review the test to insure it is relevant to the job function and will not test applicants until after thirty (30) days on the job.

(c) If the job is not filled from within the group then subject to 17:10 (d), applications received from the rest of the plant will be considered.

(d) In filling jobs under this job posting procedure the employee with the greatest seniority who applied for the job will be given preference provided that the employee has the qualifications and ability to fulfill the requirements of the job.

(e) Subject to 17:10 (b) above:

(1) In filling jobs requiring second or third class certificates in Power Section Operative Group, first preference will be given to employees in that group who have the necessary certificate. When more than one

bidder meets the required qualifications for the job then the employee having the greatest seniority shall be considered the successful bidder.

(2) If none of the bidders have the necessary certificate then the bidder with the greatest seniority who is the holder of a certificate of qualification one grade lower than the certificate required for the job will be given preference, provided the employee acquires the grade of certificate required for the job within the time specified by the Operating Engineers Act (Pump House Operators excluded). A time extension will be granted to allow the employee to rewrite only once, should the employee fail on the first examination. If the successful bidder on this job fails to acquire the certificate within the prescribed time, then the job will be reposted and the employee will be dealt with under the reduction in force procedure of the Collective Agreement.

If no employees in the plant can meet the qualifications, then the Company can hire from the outside.

(3) The successful bidder on a 3rd assistant engineer vacancy in the Power Section Operative Group who does not hold a certificate of qualification must acquire the employee's fourth class certificate within a twelve (12) month period on the job. If such requirements are not met, the employee concerned shall be dealt with under the layoff

procedure of the Agreement and the job will be reposted.

(4) Before any job posting in the Power Section Operative Group is put on a plant wide basis, the employees in the Power Section **Non-**Operative Group shall be given first preference and the reverse shall also apply, but, in the event of a plant layoff, no preferable seniority provisions shall apply.

(5) In bidding on the Pump House Operator's job, first preference will be given to the bidder with the greatest seniority within the Power Section Operative Group who is the holder of a certificate of qualification, the minimum being a third class certificate. If none of the bidders hold the minimum grade of certificate required, then the bidder with the greatest seniority who is the holder of a fourth class certificate of qualification and has the necessary qualifying time to write for a third class certificate will be considered the successful bidder and the employee will be expected to acquire the certificate within a reasonable period of time. If none of the bidders have the necessary qualifying time then the bidder with the greatest seniority who is the holder of a fourth class certificate of qualification will be considered the successful bidder and this employee will work as vacation relief in the Power Section and shall acquire the third class certificate within a reasonable period of time after the employee has acquired the necessary qualifying **time**.

(f) An employee who has been on vacation, sick leave, jury duty or leave of absence will have three (3) regular work days (Monday through Friday) after the employee returns to work in which to bid on any job posted within the last twenty-eight (28) day period of such absence, counting from day of posting of the job in question.

(g) Nothing in this Article shall be construed to change or modify the procedures outlined in the Memorandum dated September 1, 1957 and covering the "Progression System as Applied to M & C and Quarry Repair Groups" which is hereby made a part of this agreement and the preamble which is attached hereto as Appendix "A".

(h) The successful applicant on a job posting will be placed on the job within fifteen (15) calendar days following notification and acceptance, unless there is agreement between the Human Resources Department and the Plant Chairperson to extend such period.

**17:11** (a) The successful applicant on a job posting who bids on another job in the same group within the thirty (30) day period before the employee's group seniority becomes equal to the employee's plant seniority shall be given seniority preference over any employee outside the group or any employee entering the group at a later date on any job posted within the group.

(b) If an employee who is given this preference is the successful bidder on such job, the employee relinquishes all seniority rights in the employee's original group and the employee's seniority in the new group becomes equal to the employee's plant seniority.

**17:12** When a posted job is bid in, the Company will decide within thirty (30) days following notification and acceptance of the successful bidder whether the employee can satisfactorily fill the position; subject thereto, the employee must within the same thirty



(30) day period make a final decision to accept or refuse the job. If an employee subsequently refuses a job which the employee initially accepted when the employee was notified that the employee was the successful bidder, the employee will be ineligible for a period of six (6) months to bid on that job or on any job in the employee's original group rated lower than the one which the employee had qualified before the employee bid, and the employee may not bid from one group to another group in such six (6) months period.

If an employee refuses a second job during the life of the agreement which the employee initially accepted when the employee was notified that the employee was the successful bidder, the employee will be ineligible for a period of one (1) year to bid on that job or any job in the employee's group rated lower than the one which the employee had qualified before the employee had bid; and the employee may not bid from one group to another group during such one (1) year period.

This thirty (30) day period may be extended by mutual agreement, in writing, between the Human Resources Department and the Plant Chairperson.

An employee will not be charged with a job refusal if the employee declines a job for which the employee has bid and started training to take another job on which the employee was the successful bidder.

Employees shall be deemed out of the group at midnight (11:59 pm.) of the day of acceptance.

**17:13** In case an employee is not retained by the Company in a job on which the employee has bid, or in the case of the employee's refusal of the same, as above provided, the employee will thereupon be returned to the employee's original job and shift, where the employee had established the employee's seniority, provided that this is done within thirty (30) days of acceptance of the first job on which the employee had bid.

Any other employee affected thereby will be returned to the employee's job on a similar basis, and thereafter the next highest seniority bidder on the original posting will receive first preference.

**17:14** When an employee is notified that the employee is the successful bidder on a posted job and accepts such job, the employee's current job will be posted immediately, if it is to be filled.

An extension agreed to under Section 17:10 (h) or 17:12 will be automatically extended to other affected jobs.

**17:15** The Plant Chairperson and either the President or Chairperson of the negotiating committee will pick up job posting bids from the bid boxes at the Main Gate, Soda Ash and Central Shop and take them to the Human Resources Department. <sup>1</sup>

**17:16** When the position of Brine Wells Operator-Repairperson is posted, the following qualifications will be applied:

- (a) Must have achieved the "A" level of Pipefitter or Field Repairperson or the equivalent, as determined by the Company.
- (b) Must be capable of performing general repairs, overhauls and operational work on all Brine Well equipment.

Applicants with reasonable qualifications will be tested.

#### **ARTICLE 18:00 - REDUCTION IN FORCE**

**18:01** When reasonably practicable, the Company will give twenty-four (24) hours' notice of layoff to employees.

**18:02** The Company intends to continue the present practice of having all reductions in force become effective at midnight on the day of the reduction. An employee affected by a reduction in force who elects to displace an employee in another group will be considered to have entered the employee's new group at midnight on the date the employee demonstrates the ability to satisfactorily perform the work. Likewise, the employee displaced will be considered as being out of the group at the same time.

**18:03** In the event of a reduction in force the Company will determine which classification(s) and/or group(s) are to be reduced, the numbers involved, and the following plans will apply. An employee so affected may opt to go directly to the General Labour Pool.

(a) Progression System

- (1) Reduction will be by group starting with the lowest skill category of D-B and moving upward through D-M, D-T, etc., until the group has been reduced to the desired strength. Within each category of a group, plant seniority will determine the order of reduction. An employee so reduced may then exercise seniority in the employee's own group by displacing an employee with less seniority in the category next higher to the employee's own and a D-B or D-M employee may displace a less seniority employee in the "C" category. A "C" level employee with at least six (6) months in "C" Category may displace an "A" Category tradesperson with less seniority. This procedure shall not permit circumvention of the Progression System qualification procedure.

- (2) When an employee must leave a group, the employee may exercise seniority to displace an employee of lesser seniority in any other group under the Progression System in category "C" or lower, except Electrical or Instrument groups where D-T category shall be the upper limit. When an employee takes a job in another group under the Progression System, the employee's category and applicable rate therein shall be determined by testing. Such tests to determine the employee's category (selected by the employee) shall be appropriate and take place thirty (30) days after entrance in the group.
- (3) When an employee does not exercise seniority in (2) above, the employee may displace an employee in Labour Grades 1, 2 or 3 having less seniority, provided the employee is able to satisfactorily perform the work. In the event that such employee cannot displace an employee in Labour Grades 1, 2 or 3, the employee shall be given an opportunity consistent with the employee's seniority to displace the most junior employee in the plant whose work the employee is able to satisfactorily perform after a break-in period of five (5) days.

(b) Other Than Progression System

- (1) An employee whose job is eliminated or who has been displaced as a result of a reduction in force shall be afforded a

choice of any job of equal or lesser rate in the employee's group which is held by an employee with the least plant seniority in the chosen classification provided the employee is able to demonstrate within a break-in period of five (5) days, the ability to satisfactorily perform the work.

- (2) An employee who is finally displaced from the employee's group as a result of the application of the paragraph next above will be permitted, within seven (7) days, to displace any employee in Labour Grades 1, 2 or 3 having less seniority, provided the employee is able to satisfactorily perform the work. In the event that such employee cannot displace an employee in Labour Grades 1, 2 or 3, the employee shall be given an opportunity consistent with the employee's seniority to displace the most junior employee in the plant whose work the employee is able to satisfactorily perform after a break-in period of five (5) work days.
- (3) Failing to qualify for a job under section (2) above, such employee may then elect to displace an employee of less seniority in the Progression System who occupies a category of D-T or lower provided that such employee shall first be required to qualify under 4.(1) of the Progression System Preamble. In such instance, the applicable rate shall also be determined by testing.

Regardless of the above provisions, a seniority employee when displaced as a result of a reduction in force may elect to replace any probationary employee in the plant, except where special qualifications for the work then being done by such employee would make it impracticable to do so.

**18:04** Notwithstanding their seniority status, the President, Vice-President, members of the Bargaining Committee, Plant Chairperson and Committeepersons in the event of a layoff shall be continued at work as long as work in their classification(s) is available provided they are qualified and satisfactorily performing the work being done at the time, and if they cannot be continued at work of their classification shall, with the exception of Committeepersons, be continued at work so long as there is work available which they are qualified to perform in Labour Grades 1, 2 or 3. In the event such employees cannot displace employees in Labour Grades 1, 2 or 3, they shall be given an opportunity to displace the most junior employee in the plant whose work they are able to satisfactorily perform.

**18:05** An employee, whose ability to carry the work load is affected by health limitations, will be eliminated from the employee's job classification only after consideration of the individual case involved, which consideration shall include a physical examination.

An employee so eliminated may exercise seniority as though the employee had been affected by a reduction in force.

## ARTICLE 19:00 - RECALL

**19:01** (a) If there is an increase in force after a layoff, employees shall be returned to work according to plant wide seniority procedure, providing that the employees concerned are able and willing to do the type of work then required of them, and provided also that the Company, temporarily, may vary such seniority provisions to facilitate resumption of operations in the plant. Any employee that is recalled from layoff will retain recall rights to the classification that he held at the time of layoff.

(b) The employee displaced from a group in the Progression System, shall, for a period of two (2) years, have first opportunity to return to the employee's original group, according to seniority, provided the employee is not on layoff when the openings develop and the employee shall resume the same status in all respects which the employee held at the time of displacement.

## ARTICLE 20:00 - VACATIONS

**20:01** Conformably with operating requirements, vacations will be granted during the current calendar year at times most desired by employees with preference given to the employees having the greatest seniority.

Employees who wish to take vacation during the months of January, February, March and April, shall file vacation date preferences (including day for holiday which falls in the vacation period) during the first two (2) weeks of the preceding December. Employees shall file vacation date preferences (including day for holiday which falls in the vacation period) by interview during the month of April. Employees who fail to file their vacation preference or change their job group, will be assigned their choice of vacation periods not previously selected by other employees.

The vacation schedule will be posted not later than the first Monday in May.

**20:02** On the first working day after posting of the schedules, employees who did not get preferred dates may register these dates with supervision for future consideration if the schedule is changed. Preference on that day will be given according to seniority in the group involved, and after that date it will be given in order of application for consideration. There will be no trading of vacation dates.

**20:03** Employees eligible for three, four, five or six weeks of vacation may not receive pay in lieu thereof for more than one (1) week of such vacation. Where such choice is made, the Company must be given not less than one (1) week's notice of same.

**20:04** (a) Employees on vacation shall not be deemed eligible for overtime.

(b) Vacation period for "Day and Other Shift" employees shall coincide with the work week specified elsewhere in this agreement for such employees.

(c) Vacation period for "Rotating Shift" employees shall begin with the first scheduled day of work in the work week or work schedule that their vacation begins, and shall end with the first scheduled day of work following their designated days of vacation.

Rotating shift employees will be allowed vacation in one (1), two (2), and three (3) day increments, consistent with the provisions of Article 20:01.

**20:05** The Company will grant vacations with pay on the following basis:

(a) An employee who has completed one (1) year, but less than live (5) years, of continuous service will be eligible for an



annual vacation of two (2) weeks with eighty hours' pay or four (4) percent of total earnings in the twelve (12) month qualifying period, whichever is greater;

(b) An employee who has completed five (5) years, but less than ten (10) years, of continuous service will be eligible for an annual vacation of three (3) weeks with one hundred and twenty hours' pay or six (6) percent of total earnings in the twelve (12) month qualifying period, whichever is greater;

(c) An employee who has completed ten (10) years, but less than twenty (20) years, of continuous service will be eligible for an annual vacation of four (4) weeks with one hundred and sixty hours' pay or eight (8) percent of total earnings in the twelve (12) month qualifying period, whichever is greater;

(d) An employee who has completed twenty (20) years of continuous service will be eligible for an annual vacation of five (5) weeks with two hundred hours' pay or ten (10) percent of total earnings in the twelve (12) month qualifying period, whichever is greater;

(e) Effective January 1, 1980, an employee who has completed thirty (30) years of continuous service will be eligible for an annual vacation of six (6) weeks with two hundred and forty hours pay or twelve (12) percent of total earnings in the twelve (12) month qualifying period, whichever is greater.

The vacation pay herein above referred to shall be computed at the straight time hourly rate of such employee in effect at the time the vacation is granted.

**20:06** (a) In addition to qualifications set out in Article 20:05 foregoing vacation eligibility, an employee must have worked the equivalent of twenty-four (24) full weeks within the previous calendar year except in the case of an employee qualifying for an initial vacation who must have worked the equivalent of twenty-four

(24) full weeks in the twelve (12) month period immediately preceding the employee's first anniversary.

An employee off work on Worker's Compensation shall have one-half of such lost time classed as time worked for the purpose of vacation eligibility.

(b) An employee who does not qualify for eighty (80), one hundred and twenty (120), one hundred and sixty (160), two hundred (200) or two hundred and forty (240) hours vacation pay by virtue of not having worked the equivalent of twenty-six (26) full weeks as above provided will be paid vacation pay of four (4), six (6), eight (8), ten (10) or twelve (12) percent, as the case may be, of the employee's total earnings for hours worked in the qualifying period.

**20:07** For purposes of this Article, an employee's continuous service shall be broken for the same reasons as specified for loss of seniority in Article 17:06.

#### **ARTICLE 21:00 - NEW OR CHANGED JOBS**

**21:01** (a) When the Company introduces a new job or substantially changes an existing job, the Company will establish a classification and rate of pay for that job. Written notice of the classification, the rate, effective date and qualifications of the job will be given to the Union. At the request of the Union, a meeting will be convened with Company representatives to discuss the qualifications set by the Company.

(b) If there is a dispute as to whether a new job has been created or an existing job substantially changed, a grievance may be filed under Article 7:00 of the Collective Agreement. Any rate of pay established as a result of the disposition of the grievance shall be applied retroactively to the date of the grievance.

**21:02** If the Union disagrees with such classification or rate of pay, the Union may file a grievance under Article 7:00 of the Collective Agreement within fifteen (15) days from the date of notice above provided. If a rate is agreed that is higher than the rate established by the Company, such agreed rate shall be applied retroactively not more than fifteen (15) days from the date of the grievance.

**21:03** If the parties fail to agree on a classification and rate for the job, the arbitrator shall be empowered to determine the proper classification and/or rate for the job.

**21:04** In determining the rate of pay for a classification, the arbitrator shall do so by comparing such classification with other comparable classifications in the bargaining unit. The arbitrator's decision shall be limited to the matters of classification and rate, and the rate established for the classification shall be set so as to maintain the wage relationship and internal balance which the parties have established in the plant.

**21:05** When the Company establishes a classification and rate of pay therefor and gives written notice of same to the Union, and the Union, within fifteen (15) days of the receipt of such notice, does not file a written grievance under Article 7:00, such classification and rate of pay shall be deemed to be satisfactory to the Union and there shall be no appeal thereafter.

#### ARTICLE **22:00** - WAGES AND COST OF LIVING BONUS

Schedule of Wage Rates is attached hereto as Appendix "B".

**22:01** Effective November 1, 1996, the Company will grant a 1.5% wage increase, calculated on the basis of the Nov. 1, 1995 base rates.

Effective November 1, 1997 the Company will grant a further 1.5% wage increase, calculated on the basis of the Jan. 1, 1997 base rates (after C.O.L.A. fold-in of \$.55/hour).

Effective November 1, 1998 the Company will grant a further 1.5% wage increase, calculated on the basis of the Nov. 1, 1997 base rates.

**22:02** Effective November 1, 1996, and continuing until the termination of this agreement, the Company will pay a quarterly cost-of-living bonus under the following plan:

(a) Statistics Canada Consumer Price Index appearing monthly under the column headed "all items" in the Bureau's monthly publication entitled "Canadian Statistical Review" shall constitute the controlling index number of the cost-of-living in Canada. Effective January 1, 1997, the Consumer Price Index used shall be 1986 = 100.

(b) Effective January 1, 1997, the base index figure shall be 136.0610. Index number for each of the three (3) months making up the calendar quarter of January, February, March 1997 and for each subsequent calendar quarter until the quarter ending December 31, 1999 will be used to establish the appropriate average quarterly index figure thus obtained for a given quarter, the base index figure shall be subtracted to give the quarterly index difference figure.

(c) The quarterly bonus for employees covered will be based on a one (1) cent bonus for each full .0956 points of quarterly index difference thus obtained. The Company agrees to pay C.O.L.A. on a separate cheque or to calculate the taxes separately for the C.O.L.A. payment.

(d) Amount of bonus will be computed as follows:

The equivalent figure will be multiplied by the number of paid hours credited to one individual during any calendar quarter during which this agreement is in effect, which number of hours will include the equivalent of vacation and holiday allowances as well as hours actually worked.

(e) The calendar quarter as described in Article 22:02(d) shall end with the work week ending nearest the end of the calendar quarter.

(f) The quarterly bonus will be paid promptly after the necessary index figures become available. To comply with withholding tax regulations the bonus will be included with the regular wages for the week when it is paid, but the amount of bonus will be indicated as a separate item. An employee released for any reason will receive the employee's quarterly bonus only at the time that such quarterly bonus is available to all employees.

(g) If during the period of this agreement there is a change in the method of computing the controlling index used in this plan, the parties will meet and agree upon a conversion factor which will fairly adjust the presently agreed upon base to a comparable figure in line with the new method and that such revised base will replace the base index figure described in paragraph (b) hereof in thereafter computing cost-of-living bonus payments.

(h) No bonus will be paid for a quarter for which the average quarterly index figure stands at or below the base index figure described in paragraph (b) hereof or as subsequently revised as above.

**22:03** Employees will be paid a premium of twenty-five cents (\$.25) per hour for all hours that they perform TIG welding.

For the term of the Agreement, the Company agrees to pay Welders twenty-five cents (\$.25) per hour when required to weld monel, stainless and aluminum.

An apprentice who has obtained a high pressure welding certificate and is assigned to high pressure welding duties will receive the "A" rate only while performing these duties.

#### ARTICLE **23:00** - SOCIAL BENEFITS

**23:01** The Company will arrange to pay the premiums for the following benefits. Such benefits will be effective on the first day of the month nearest the date on which an employee attains seniority. Such premium payment will be continued as long as an employee is actually employed or on sick leave.

(a) Effective November 1, 1996, the Company will pay the cost of life insurance up to thirty-five thousand dollars (\$35,000) covering employees only on the same terms as are contained in the Group Life Policy now in effect. Effective November 1, 1997, non-contributory insurance will be increased to thirty-six thousand dollars (\$36,000). Effective November 1, 1998, non-contributory insurance will be increased to thirty-seven thousand dollars (\$37,000). Employees currently with five thousand (\$5,000) or ten thousand (\$10,000) of contributory life insurance will have their coverage increased each year by one thousand dollars (\$1,000) as of November 1, 1996, 1997 and 1998. Employees may subscribe for additional life insurance on a contributory basis of eleven thousand dollars (\$11,000) as of November 1, 1996, twelve thousand dollars (\$12,000) as of November 1, 1997, and thirteen thousand dollars (\$13,000) as of November 1, 1998, at a monthly cost of sixty-five cents (\$.65) per thousand.

(b) Effective November 1, 1996, the Company will pay the cost of covering employees only for sickness and accident insurance

with a four-hundred and ninety-nine dollar (\$499) weekly benefit and with a maximum benefit period of sixty-five (65) weeks. Benefits are payable from the seventh day of illness, from the first day of admittance to a hospital, or the first day of disability in the case of non-compensable accident. Such coverage shall be to the extent and in the form provided by the carrier under the present Group Insurance Policy.

Effective November 1, 1997 such insurance shall be increased to five-hundred and nine dollars (\$509) per week, and effective November 1, 1998, to five-hundred and twenty-four dollars (\$524) per week, or in each case, to the current government's minimum wage loss program requirements, whichever is greater.

(c) The Company will pay the cost for all employees, spouses and eligible children under the Provincial Health Plan.

(d) The Company will pay the cost for all employees, spouses and eligible children for Semi-private coverage, including out of province coverage. The Company will absorb any increase or decrease in premium that may occur.

(e) The Company will pay the full cost for all employees, spouses and eligible children under the Green Shield Comprehensive Plan, including Vision Care (Plan 7) to a maximum benefit of one hundred and fifty dollars (\$150) effective November 1, 1996, one hundred and fifty-five dollars (\$155) effective November 1, 1997, and one hundred and sixty dollars (\$160) effective November 1, 1998; Audio (Plan H1); Nursing Home Coverage (Plan N1), Prescription Drugs (Plan 3), Extended Health Services (Plan E4), Semi-Private Coverage (Plan I), and Out Of Province Coverage (Plan OE) and Medex coverage, inclusive. Upon application, the Company agrees to deduct from any employee's pay the cost of coverage of overage dependent children under the Green Shield Comprehensive Plan.

(f) In the event of a layoff, the benefits set forth in (c), (d), (e) and (j) shall be continued in force without cost to the employee for three (3) months following the first of the month nearest the date on which the layoff took place. Additionally, the benefits set forth in (g) shall be continued in force without cost to the employee until the end of the month in which the layoff occurred.

(g) The GCCL Dental Plan will be provided for all employees, spouses, and eligible dependent children. Benefits will be based on the current 1996, 1997, 1998 and 1999 O.D.A. schedules, when issued.

(h) The law of the Province of Ontario prohibits insuring the 10% difference between the maximum Provincial Health Plan benefit and the O.M.A. schedule. Should this law be amended to permit insurance of all or part of this 10% differential, the Company will provide such insurance as soon as it can be arranged and will pay the full cost of such insurance on behalf of members of the bargaining unit.

The Company agrees that benefits will continue for a pensioner whose pension works out to zero after age 65.

(i) For employees retiring subsequent to January, 1968 under the terms of the General Chemical Canada Ltd. Pension Plan, the Company will pay the entire cost of continuing \$2,000 of Group Life Insurance protection for pensioners who previously participated in the Company's Life Insurance Plan with the Travelers Insurance Company for as long as the pensioner lives and receives a pension from the Company.

Supplementary insurance in an amount which, together with the \$2,000 free insurance, is equal to twenty-five percent (25%) of the amount of insurance carried under the Group Life Insurance Plan at time of retirement, will also be made available to such pensioners on a contributory basis at cost to the pensioner of 55 cents (\$.55) per month per \$1,000 of insurance.



It is understood that agreeing to the Pension Plan for the term specified in the Company's letter of November 1, 1990, in no way precludes the parties thereto from raising the subject of Group Insurance benefits for pensioners during the course of negotiations for renewal of the Collective Agreement that occur within the term of the Pension Plan.

The Company will pay the full premium cost of the Provincial Health Plan, Green Shield Comprehensive Plan and Semi-Private Hospital Insurance, including out of province coverage, Green Shield Canada Travel Assistance and C.A.W. Extended Health Care (Effective 11/1/79) for pensioners upon retirement. Such Company payment of premiums as outlined above shall be extended to current pensioners.

The Company will absorb any change in cost that may occur.

Eligibility for coverage under these insurances is subject to the conditions set forth by each of the carriers. Payment of premium costs shall include the pensioner, spouse and dependent children only so long as a pensioner or spouse is in receipt of a pension from General Chemical Canada Ltd. The Company will continue Green Shield Comprehensive coverage for surviving spouses of retirees and current dependants, and will start paying for coverage under semi-private (including out of province coverage, Medex coverage), Provincial Health Plan and Extended Health Care.

(j) The C.A.W. Extended Health Care Plan to cover employee, spouse and dependent children became effective November 1, 1979.

It is specifically understood and agreed that the provisions of Article 22:00 and 23:00 above shall cover in full all demands by the Union for changes in wage rates, social benefits and other economic issues, during the life of this agreement.

#### ARTICLE 24:00 - TERMINATION



**24:01** This agreement shall remain in full force and effect from ~~November 1, 1996 to October 31, 1999.~~ Unless either party gives to the other party written notice of termination or of a desire to amend the agreement within ninety (90) days prior to the termination of the contract or subsequent anniversaries thereof, it shall continue in effect for a further one (1) year period without change, and so on from year to year thereafter. If notice of amendment or termination is given by either party, the other party agrees to meet for the purposes of negotiations. During any period of negotiations for the renewal of a collective agreement, the terms and conditions of this agreement shall remain in full force and effect.

**24:02** Notice shall be in writing and shall be sufficient if sent by registered mail addressed, if to the Union, to Local 89, C.A.W., Amherstburg, Ontario, N9V 2Z2 and if to the Company, addressed to the Manager of Human Resources, General Chemical Canada Ltd., Amherstburg, Ontario, N9V 2Z6.

#### ARTICLE 25:00 - PLANT CLOSURE

**25:00** In the event the Company permanently closes the plant in Amherstburg, Ontario, the Company agrees, for the term of the Collective Agreement and upon the request of the local union, to bargain in good faith and to make every reasonable effort to make an adjustment plan in accordance with the provisions set out in the *Ontario Labour Relations Act*.

**PROGRESSION SYSTEM**  
**PREAMBLE**

A. In 1956 contract negotiations between the Company and the Union at the Amherstburg Plant, it was agreed that the parties would discuss the matter of establishing a Progression System by which employees in the maintenance groups could learn and demonstrate over a period of time the skills required for maintenance in the Amherstburg Plant.

1. M. & C. employees in the Welder, Boiler and Plate, Welder-Blacksmith, Instrument Repair, Field Repair, Pipetitter, Carpenter, Rigger, Painter/Mason, Machinist, Electrician and Garage Mechanic Groups will be considered as in the Progression System and, therefore, eligible for and required to take tests over a period of time to reach "A" Class.

- (a) The Company agrees if and when the Ontario Government requires a four and one-half (4 1/2) year apprenticeship program for Hoisting Engineers they will begin to establish the D-Bottom position in the Progression System.
- (b) If Hoist-Engineers training becomes available at St. Clair College in Windsor, Ontario, the Company will make said training available. This classification will not be part of the ratios for skilled trades apprenticeships.
- (c) The Company intends to continue the practice of using licensed Hoisting Engineers for the operation of mobile cranes.

2. The Company to administer progression program within the following framework agreed to by the Company and Union.

- (a) Testing will be conducted on a written, practical and oral basis. Established maximum marks are written 30/100, practical 60/100 and oral 10/100. An overall passing mark of 60/ 100 is required for promotion.
- (b) After reasonable notification to an employee that the employee is scheduled for practical testing, the foreperson will select another employee of a grade equal to or better than that being tested for, to act as witness. Prior to start of actual test, such employee-witness and employee to be tested will have explained to them the exact nature of the test, and periodically such employee-witness will, with the respective foreperson, observe progress and/or results of the testing. For the practical test phase, a helper, if needed, will be from the tested employee's group.

An employee-witness will be present when the oral test is given.

- (c) Usually employees are scheduled to start testing in the latter three (3) month period of their year of training in each step. At the completion of all testing and prior to their anniversary date, their year's activities and results of tests will be reviewed with them, their committeepersons, chairperson of the Union Progression Committee, and by their forepersons. Such employees attaining a passing mark will be promoted as of the

employees' anniversary in the group, except that those required to be retested will be promoted only after successful completion of testing. Total accumulated time of testing will be limited to a maximum of fifteen (15) working days within thirty (30) working days.

- (d) An employee on test will be tested on the type of work that the employee has had an opportunity to learn, to perform or have acquired working knowledge of, during the employee's entire period of training.
- (e) Upon request, a copy of the tests will be shown and the results will be given to the appropriate Union representatives.

Employees will attend required classroom training courses at St. Clair College or Lambton College (Sarnia), as required. They will be compensated for time spent in class at their straight time hourly rate plus one (1) hour at straight time for those employees attending St. Clair College and four (4) hours at straight time for those employees attending Lambton College. The Company will reimburse employees for parking fees upon submission of receipt.

Employees who attend required classroom training will be reimbursed by the Company upon completion of the course, subject to later confirmation by the official attendance record supplied by the educational institution. In the case of discrepancy, the official attendance record will preside, and appropriate

deductions or additions will be made, if necessary, to the employee's paycheck.

Employees in the Progression System groups who request to take additional courses will be permitted to do so, with the Company's approval, in an effort to update or upgrade their respective skilled trade, in accordance with the above.

3. The Company will determine how many employees it needs in the groups listed in the Progression System and the program will not have any effect on the Company's right to increase or decrease the force.

- (a) For the duration of this Agreement, whenever the Company posts for a job in a Skilled Trades group, the posting will be for a D-Bottom apprentice if that group has less than a 12% ratio of apprentices to "A" trades people on the date of the posting. This ratio will be increased to 17% for the "Field Repair" and "Pipefitter" classifications.

Where application of the above ratio results in a fractional number, this will be interpreted as one apprentice.

Where the number is a fraction greater than a whole number, the following adjustments will be made:

- (i) a number 0.5 or above will be rounded up to the next whole number;
- (ii) a number under 0.5 will be rounded down to the next whole number.

4. Employees entering the Progression System will be required:

- (a) To have achieved an educational level of completion of Grade 10 or the equivalent. Such equivalent level will be determined by independent testing carried out by an educational institution such as a local community college (as agreed to by the Company and Union each year).

All employees hired on or after November 1, 1996 will require an educational level of completion of Grade 12.

- (b) Subject to Paragraph A 2(d) of this appendix, to pass a Qualifying Test to be given within one (1) month prior to the completion of the first six (6) month period of training. The date when the employee is placed on the job will be established as the employee(s) anniversary date in the Progression System and the employee's minimum four and one-half (4 1/2) years' training will be measured from that time.

5. To reach "A" Class in any skill, an M. & C. person will normally be expected to spend at least four and one-half (4 1/2) years as follows:

Six (6) months as D-Bottom  
Twelve (12) months as D-Middle  
One (1) year as D-Top  
One (1) year as C  
One (1) year as B

If the Company immediately requires an "A" level skill, such job will be posted and employees who bid on the job will be tested under the following circumstances:

- (a) If they are in the progression system and have attained the "B" level in the same trade or have obtained necessary credits for an Ontario Certificate in that trade. Having passed the "A" test they would still be expected to complete the classroom training at St. Clair College.
- (b) If they are employed in the plant and are able to substantiate to the Company's satisfaction that they have had four and one-half (4 1/2) years' relevant experience in the same recognized trade of the job that was posted.

An employee failing a test as in (a) or (b) above shall not be penalized because of such failure and shall continue at the employee's status as if the test had not occurred.

If no one in the bargaining unit is able to pass the required test, then the Company may hire from outside the plant as it deems necessary. However, the Company, when hiring from outside, will require the applicant to pass the same test in order to qualify for the "A" level (such test to take place within sixty (60) days of being so hired). Test results and qualifications of employees entering the Progression System from outside the plant will be shown to appropriate Union Representatives upon request.

- (c) The Company agrees to do the following when it requires a progression system employee above the level of "D" bottom:
  - (i) 1. Attempt to fill at the "A" level internally.



2. Test qualified "B" level employees as per the collective agreement second.

3. Fill externally for an "A" employee third.

- (ii) If unsuccessful in filling the position at the "A" level, as per the above, the Company may repeat the above procedure as is, or repeat the above procedure at the "B" level.

Again, if unsuccessful, the Company may repeat (i) or (ii) or repeat "A" at the "C" level.

6.(a) Employees who refuse to take the test after they have been in any given class for the stated period of time as outlined in Item 5 above will, after individual consideration by the Company, be eliminated from that skilled group but can then exercise their seniority in groups other than those within the Progression System as though they had been affected by a reduction in force.

(b) An employee who fails a test will be informed of the area of the employee's weakness and given another test in the last thirty (30) days of a three (3) month period immediately following the employee's anniversary date. If the employee fails the test again, the employee will be eliminated from the skilled group but can exercise the employee's seniority in groups other than those in the Progression System as though the employee had been affected by a reduction in force. If the employee passes the re-test, the employee will move to the next class effective as of the completion date of re-testing and carry the original anniversary date as though there had been no failure.

7. An employee in the Progression System shall perform any level of work in the employee's own group which the

employee is capable of performing. The Company reserves the right to temporarily assign yard or other employees on straight time only to any group to assist employees in that group.

8. An employee who leaves a group in the Progression System voluntarily or through a reduction in force and subsequently returns to the group the employee left will, within six (6) months of the employee's return, be given one opportunity by testing to achieve the level for which the employee had last qualified, provided that the employee had not failed the last test prior to leaving.

9. An employee in a group who has achieved the "A" classification in the Progression System, who leaves, voluntarily or through a reduction in force and subsequently applies to re-enter that group within two (2) years will not have to try the qualifying test and will assume the same status as when the employee left.

B. The Company and the Union have developed for each skilled group the following data attached hereto:

(a) Primary function of group.

(b) Tools and equipment used by group.

(c) Minimum standards of workmanship, which must be achieved by an employee at each step in the employee's development as the employee progresses to the "A" rate.

The data referred to above does not cover all of the duties for any given job or group in the Amherstburg Plant, and employees in the skilled groups will be expected to perform the work of their skilled groups as it has developed in the Amherstburg Plant even though that work is not all specified in the data.

C. The data developed as described in heading "B" above will be used in a Progression System, incorporating all the principles outlined under heading "A" above and operating as outlined further below.

1. An employee who moves to D-Middle in a skill group will be required to pass four (4) examinations based on standards of workmanship for each of the steps of the employee's development. The first step examination must be taken at the time the employee moves to the D-Top level. The employee must have passed the qualifying test as outlined in "A", principle of "4" above. The second and following steps of examinations will follow within the stated periods after passing the first step examination.
2. Rates applicable to the following grades will apply to employees who have served their required time and passed their respective examinations, except that those employees having six (6) months' seniority or more at the time of entrance into the D-Bottom grade and whose rate at time of entry into D-Bottom is equal to or above the rate applicable to D-Middle grade shall receive the D-Middle rate.

Minimum		Estimated
Steps	Grade	Time Worked In Each Grade
First Step	D-Bottom	6 months
First Step	D-Middle	12 months
Second Step	D-Top	1 Year
Third Step	C	1 Year
Fourth Step	B	1 Year
Fully Qualified	A	

D. An "A" Welder who fails the required Government test will be re-tested within a three (3) month period. If the employee should fail the re-test, the employee's rate will be reduced to that of Labour Grade 8, and the employee will be given two further re-tests within two consecutive six (6) month periods. If the employee passes, the employee will move back to the Labour Grade 10 "A" classification. If the employee fails the final re-test, the employee will be moved in the Field Repair Group or Pipefitter Group in the "B" category except that the Company has the option of retaining the employee in the Welders' group for a further period and if such period exceeds six (6) months, the employee will be given another re-test. As soon as practicable after the transfer to Field Repair or Pipefitter Group, but within a year, the employee will be given opportunity, through testing, to establish the category within the group that the employee's skill can obtain for the employee. From that point on the employee will be handled as though the employee had entered the new group originally.

The Company put the Progression System into effect as of September 1, 1957. It is amended as of November 1, 1959, March 12, 1962, February 27, 1964, February 28, 1966, January 22, 1968, January 5, 1970, February 2, 1972, July 16, 1974, February 2, 1977, January 22, 1979, January 9, 1981, February 7, 1983, July 3, 1984, November 1, 1987, November 1, 1990, November 1, 1993, and November 1, 1996.

# APPENDIX "B"

## SCHEDULE OF WAGE **RATES**

	<i>Nov. 1</i> <i>1996</i>	<i>Jan. 1</i> <i>1997</i>	<i>Nov. 1</i> <i>1997</i>	<i>Nov. 1</i> <i>1998</i>
LABOUR GRADE 0	<b>\$16.70</b>	<b>\$16.70</b>	<b>\$16.70</b>	<b>\$16.70</b>

(Nixing Rate)

Effective November 1, 1996, the Company will continue the "hiring rate" of \$16.70 per hour for the term of the Collective Agreement for all probationary employees hired on or after the above-mentioned date. These employees will maintain this hourly rate for the term of their probationary period, and they will not receive the Cost of Living Allowance (C.O.L.A.) fold-in on December 31, 1996, or the percentage wage increases to be effective November 1, 1996, November 1, 1997 and November 1, 1998 for all seniority employees. These probationary employees will, however, receive the C.O.L.A. float (\$.05/hour) effective January 1, 1997 and any additional C.O.L.A. that accumulates during the term of the Collective Agreement.

	<i>Nov. 1 1996</i>	<i>Jan. 1 1997</i>	<i>Nov. 1 1997</i>	<i>Nov. 1 1998</i>
<b>LABOUR GRADE 1</b>	<b>\$21.52</b>	<b>\$22.07</b>	<b>\$22.40</b>	<b>\$22.74</b>

M.L.T. Cleaner; D-B - Progression System (Boiler & Plate, Instrument Repairs, Field Repairs, **Pipefitter**, Welder, Carpenter, Rigger, Painter/Mason, Machinist, Electrician, Garage Mechanic); Plant Cleaner; Storeperson 3rd Class (start); Janitors; General Labour.

After 6 months' employment Labour Grade 2 is paid.

	<i>Nov. 1 1996</i>	<i>Jan. 1 1997</i>	<i>Nov. 1 1997</i>	<i>Nov. 1 1998</i>
<b>LABOUR GRADE 2</b>	<b>\$22.00</b>	<b>\$22.55</b>	<b>\$22.89</b>	<b>\$23.23</b>

Car Cleaner; C.C. Apparatus Cleaner (start); D-M - Progression System (as listed in Labour Grade 1); Yardperson; Janitors; General Labour.

	<i>Nov. 1 1996</i>	<i>Jan. 1 1997</i>	<i>Nov. 1 1997</i>	<i>Nov. 1 1998</i>
<b>LABOUR GRADE 3</b>	<b>\$22.14</b>	<b>\$22.69</b>	<b>\$23.03</b>	<b>\$23.38</b>

MLT Cleaner; C.C. Apparatus Cleaner (after 30 days); D-M - Progression System (as listed in Labour Grade 1 after 6 months); Plug Cock Utility (start); Cleaner/Relief Operator (start); Engine Room Cleaner, Relief Machine & Equipment Lubricator/Mailperson; C.C. Packer.

	<i>Nov. 1 1996</i>	<b><i>Jan. 1 1997</i></b>	<b><i>Nov. 1 1997</i></b>	<i>Nov. 1 1998</i>
<b>LABOUR GRADE 4</b>	<b>\$22.27</b>	<b>\$22.82</b>	<b>\$23.16</b>	<b>\$23.51</b>

Cleaner/Relief Operator (after 30 days or know two (2) operating jobs); D-T Progression System (as listed in Labour Grade 1); 3rd Assistant Shift Engineer (no papers); Storeperson 2nd Class (start),

	<i>Nov. 1 1996</i>	<i>Jan. 1 1997</i>	<i>Nov. 1 1997</i>	<i>Nov. 1 1998</i>
<b>LABOUR GRADE 5</b>	<b>\$22.44</b>	<b>\$22.99</b>	<b>\$23.33</b>	<b>\$23.68</b>

S.A. Bulk Loader; C-Progression System (as listed in Labour Grade 1); Machine & Equipment Lubricator; R.R. Brakeperson (after qualification); Storeperson 2nd Class (after 12 months); 3rd Assistant Shift Engineer (4th Class Certificate); M. & C. Equipment Operator, Head packer; Feed Floor Operator; M.L.T. Utility; Brine Purification Operator; S.A. P & L Utility Person; Storeperson 3rd Class (after 12 months); C.C. Bulk Loader; Plug Cock Utility (after 30 days).

	<i>Nov. 1 1996</i>	<i>Jan. 1 1997</i>	<i>Nov. 1 1997</i>	<i>Nov. 1 1998</i>
<b>LABOUR GRADE 6</b>	<b>\$22.61</b>	<b>\$23.16</b>	<b>\$23.51</b>	<b>\$23.86</b>

C.C. Assistant Operator (1); B-Progression System (as listed in Labour Grade 1); R.R. Engineer; Pump House Operator (3rd Class Certificate); Tool Controller/Repairperson; Storeperson 1st Class (start); Safety Person; CC. Assistant Operator (2).

	<i>Nov. 1 1996</i>	<i>Jan. 1 1997</i>	<i>Nov. 1 1997</i>	<i>Nov. 1 1998</i>
LABOUR GRADE 7	<b>\$22.78</b>	<b>\$23.33</b>	<b>\$23.68</b>	<b>\$24.04</b>

2nd Assistant Shift Engineer (3rd Class Certificate); Assistant D.S. Operator; Dryer Room Assistant.

	<i>Nov. 1 1996</i>	<i>Jan. 1 1997</i>	<i>Nov. 1 1997</i>	<i>Nov. 1 1998</i>
LABOUR GRADE 8	<b>\$22.95</b>	<b>\$23.50</b>	<b>\$23.85</b>	<b>\$24.21</b>

Welder (M&C) (not holding High Pressure Certificate); C.C. Head Operator; D.S. Operator; S.T.D. Operator; Dense Ash Operator; CB/FLR Operator; 1st Adjuster; R.R. Conductor; Storeperson 1st Class (after 12 months); Finishing End Operator; Lime Section Operator Assistant.

	<i>Nov. 1 1996</i>	<i>Jan. 1 1997</i>	<i>Nov. 1 1997</i>	<i>Nov. 1 1998</i>
LABOUR GRADE 9	<b>\$23.12</b>	<b>\$23.67</b>	<b>\$24.03</b>	<b>\$24.39</b>

Brine Wells Operator-Repair-person; Column Operator, 1st Assistant Shift Engineer (3rd Class Certificate); A-Electricians, Rigger, Pipefitter, Field Repair, Carpenter, Painter/Mason; A-Boiler & Plate (without a ticket); Lime Section Operator.

	<i>Nov. 1 1996</i>	<i>Jan. 1 1997</i>	<i>Nov. 1 1997</i>	<i>Nov. 1 1998</i>
LABOUR GRADE 10	<b>\$23.36</b>	<b>\$23.91</b>	<b>\$24.27</b>	<b>\$24.63</b>

Shift Engineer-E-R. (2nd Class Certificate)\*; Shift Engineer-B.H. (2nd Class Certificate)\*; A-Electricians



(Holding Ontario M & C License); A-Welder (Holding Pressure Certificate); A-Garage Mechanic (Licensed); A-Instrument Repair; A-Machinist; A-Boiler & Plate (holding High Pressure Welding Certificate); M&C Crane Operator.

\* (add .35 per hour)

**PROCEDURES**  
**1996**

BETWEEN

**GENERAL CHEMICAL  
CANADA LTD.**

AMHERSTBURG, ONTARIO

AND

**LOCAL 89, C.A.W.**

November 1, 1996

Mr. John Deneau, Chairperson  
Negotiating Committee  
Local 89, C.A.W.  
General Chemical Unit  
P.O. Box 6  
Amherstburg, Ontario  
N9V 2Z2

Dear Sir:

This letter will confirm that, during the term of the current Collective Agreement, the procedures outlined in the 1993 Collective Agreement will be continued, including amendments during the 1996 negotiations, unless revised by mutual agreement.

It is understood that nothing in this letter shall prohibit the Company from exercising the rights and responsibilities as set forth in Article 4:00 "Reservations to Management".

Yours truly,  
GENERAL CHEMICAL CANADA LTD.  
K. M. Siddall, Manager  
Human Resources

*PROCEDURE NO. 1*

*January 9, 1981*  
*(Rev. November 1, 1996)*

**S. A. CLEANING WORK AND CLEANING GANGS**

Plant Cleaners will be responsible for all cleaning duties in the S.A. Buildings, other than those cleaning duties performed by:

1. S.A. Operators as part of their duties.
2. Yard Gang cleaning sewers and brine settling tanks, and current cleaning duties in the yard.

In addition, the Yard Gang will continue to provide help for Bi-carb conveyor inspections or breakdowns.

*PROCEDURE NO. 2*

*September 23, 1974*

**REPRESENTATION**

The Company will make the following practical application of the provisions of paragraph two of Section 3:03 of the Collective Agreement:

1. The Plant Chairperson or the duly appointed replacement, shall not be refused permission to leave their regular duties to conduct legitimate business in accordance with the Agreement, unless an emergency condition exists in the plant which would require the Plant Chairperson or the duly appointed replacement to perform their regular work.

2. Executive officers conducting legitimate business in accordance with the Agreement are defined as the President, Financial Secretary, Recording Secretary or their duly appointed replacements and shall function as follows:
  - (a) The President shall not be refused permission to leave the President's regular duties to carry out the normal functions of the Union President, unless an emergency condition exists in the plant which would require the President to perform the President's regular work.
  - (b) The Financial Secretary shall be permitted, plant conditions permitting, to leave the Financial Secretary's regular duties for one and one-half hours on one (1) morning each week, in order to process lost time claims of Union representatives.
  - (c) The Recording Secretary shall be permitted, plant conditions permitting, to leave the Recording Secretary's regular duties for such time as is necessary to obtain approval of and to post bulletin board notices in accordance with Section 16:01 of the Collective Agreement.

The Plant Chairperson and Executive Officers shall continue on their regular work whenever they do not find it necessary to carry out any business functions as defined in 1. and 2. above.

In issuing the above procedure it is the understanding of the Company that the Union will use its very best efforts to discourage any abuse of the system by Union Representatives.

*PROCEDURE NO.*

*January 11, 1972*

**M.L.T. UTILITY**

Will assist in any skip, lime kiln and M.L.T. operations during emergencies but will not perform cleaning duties normally done by M.L.T. Cleaners on overtime.

*PROCEDURE NO.*

*January 12, 1972*

**FIELD REPAIRPERSONS ON PUMP REPAIRS**

Field repairpersons on pump repairs will remove and reassemble only the minimum piping connections necessary to permit maintenance to such pumps.

*PROCEDURE NO. 5*

*April 10, 1974*

**PIPEFITTERS & FIELD REPAIRPERSONS IN BOILER HOUSE**

Pipefitters will continue to perform their present work. Field Repairpersons will perform the following functions:

1. Boiler internals (boiler proper).
2. Air swept valves.
3. Sedimentation tanks and filters.

## PIPEFITTERS & FIELD REPAIRPERSONS IN ENGINE ROOM

Pipefitters will continue to perform their present work including the installation of all new oil lines and copper tubing.

Field Repair-persons will perform the following functions:

1. Dismantling and **re-assembling** of all existing oil lines and tubing.
2. Atmospheric valves.

PROCEDURE NO. 6

*October 15, 1965  
(Rev. February 7, 1983)*

### INSTRUMENT REPAIRS (WEEKENDS)

1. The required number of employees will be scheduled over Saturday, Sunday and holiday hours, **with** at least one (1) to be a qualified employee.
2. Trainees will be used to change charts and chart changing during **the** regular work week will normally be performed by **the** whole group in order to get at repairs sooner.

PROCEDURE NO. 7

*January 21, 1972*

### HANDRAILS

It has been customary for the pipelitters to install pipe handrails as required in the plant. This method for general installation has proven satisfactory. However, in areas involving structural changes minor in scope, the method has been unsatisfactory because of

scheduling difficulties in assigning pipetitters to repair work of this nature.

The resulting delay in handrail erection has created safety hazards due to forced use of temporary rope or wood barricades around floor openings and platforms.

In order to minimize the use of temporary barricades, both pipetitters and field repairpersons will install handrails on minor jobs with assistance from welders as required, e.g. (1) replacement of handrail removed by field repair groups to install or remove equipment and (2) install handrail at miscellaneous small access platforms 6' x 6' (square) and under, erected by the field repair group. Major handrail installations scheduled for the M. & C. Section will be assigned to the pipefitters, assisted where needed by other appropriate skills or yard crew.

*PROCEDURE NO. 8*

*April 10, 1974*

#### PIPE WORK AT BRINE WELLS

M. & C. Pipetitter's work at the Brine Wells is defined as follows:

1. New well piping.
2. Repair and replacement of valves (taken from below).

Brine Wells Employees will continue piping work as follows:

1. Recaulking of old joints.
2. Work on existing pipe.
3. All Dresser coupling work.



It is the Company's intention under Procedure #9 that piping installation or replacement will be done by pipetitters. Smaller sections, spool pieces, valves and new fittings will be installed or replaced by the Brine Wells Operator-Repairperson.

*PROCEDURE NO.*

*October 25, 1960*

**PRE-ARBITRATION--GRIEVANCE**  
(BIRD CENTRIFUGAL)  
**KITTL - CAMPBELL**

In the future, shift operators will replace broken shear pins on the Bird Centrifugal at any time such breakage is due to ordinary operating difficulties.

However, in the event that repairs to the Bird machine, its drive or auxiliary equipment is necessary, then replacement of shear pin if required will be performed by the repairpersons as part of the repair job.

*PROCEDURE NO.*

*April 19, 1974*

**LUBRICATING**

Machine and Equipment Lubricators will perform all usual maintenance lubricating during the hours they normally work. Field Repairpersons on overtime will only replace or top up lubricants in all apparatus in which lubricants have been lost as a result of their maintenance activities.

When normal lubricating is to be performed on an overtime basis, it will be assigned to the Machine and Equipment Lubricators.

APPLICATION OF CALL-IN PAY ALLOWANCE  
OTHER THAN SHOWN IN COLLECTIVE AGREEMENT

1. Call-in pay will be allowed M. & C. employees, S.A. Car Cleaners and S.A. Cleaners who are scheduled to return to the plant as follows:
  - (a) For periods of less than eight (8) hours on Saturdays, Sundays and holidays except for Machine & Equipment Lubricators.
  - (b) In the period of 12:00 a.m. to 6:00 a.m. on regularly scheduled days.
2. Any grievance payment made as a result of the violation of Section 1:02 of the Collective Agreement will include call-in pay.

JOB DUTIES OF INSTRUMENT, PIPEFITTER AND  
ELECTRICIAN GROUPS

- (a) Electrical Group
  1. Electrical group will install all conduit.
  2. Pull all electrical or transmission wiring over 25 feet in length for the installation or overhaul of an instrument or primary element.
  3. Will install all (a) power wiring and (b) all conduit and receptacles.

4. Will repair electrical faults on motors removed from an instrument by the Instrument Group such as **Speedomax**.
5. When cable or conduit are an integral part of the instrument, electricians will do the installation of same.
6. Will connect or disconnect electrical wiring to instruments when they cannot be plugged in.

(b) Pipelitter Group

1. Will dismantle or replace all piping pertaining to instrumentation not covered by #4 - Instrument Group.
2. Will remove and install condenser pots on instrument lines and also thermometer and thermo-couple wells.
3. Will install all piping on new installations of an instrument.
4. Will install, replace or repair all steam tubing.
5. Will remove from or install valve bodies and orifice plates from lines.

(c) Instrument Group

1. Will replace faulty power cords on instrument obtaining power cord with attached plug cap from the electrical department.
2. Will perform work on attached gears and clean instrument motors.

3. Will install, remove or repair all copper tubing pertaining to instrumentation other than steam or where the pressure exceeds 100 p. s. i.
4. Will dismantle and replace existing piping on instrument manifolds and change defective valves or fittings during routine repairs on instrument manifold.

Size 1/8" up to 1" to a maximum distance of five (5) feet from an instrument.

5. Will open up piping other than steam lines ranging in size from 1/8" to 1" at the nearest union to instrument or primary element to inspect or remove an obstruction between the instrument and the process header by **rodding** or by blowing out with steam or air. Will open up steam lines at instrument for calibration.
6. Will make necessary inspections, repairs, adjustments and calibrations to automatic valves.
7. Will, assisted by **pipefitters** group, dismantle all automatic steam valves and other control valves in lines where the operating pressure exceeds 100 p. s. i.
8. Will on any job, repair a leak in an instrument steam line (copper) requiring one fitting to effect the repairs.
9. Instrument electronic amplifiers will be installed and removed by the Instrument Group. Simple faults due to loose or broken

wires, tubes, plug in capacitors fuses or fuse holders, will be rectified by the Instrument Group.

10. Tuning, adjustment and repairs to the new Bailey Network 90 system ~~will~~ be done by the Instrument Repair Group similar to all repairs and tuning done in the past on pneumatic instruments and ~~recognizing~~ that the new instruments are electronic. The Company will ensure that design configuration changes are updated regularly and available to the Instrument Group to facilitate troubleshooting.

The Company will, with future installations, involve the Instrument Group with training as required to service and tune instruments and ~~may~~ use the Instrument Group for installations, startup and commissioning in conjunction with the Engineering Group. The tuning of the Bailey Network 90 System will be done with "tune key" entry.

The Company recognises the need to train and where necessary upgrade the skills of the Instrument Group to be able to troubleshoot, tune, service and repair new microprocessor-based instrumentation.

*PROCEDURE NO. 13*

*October 20, 1976*

#### **C.C. PLANT SHUTDOWN**

C.C. operating employees will ~~retain~~ existing rates at time of shutdown while performing the following duties:

1. Cleaning of C.C. equipment.

2. Cleaning of C.C. buildings.
3. M. & C. helpers on C.C. work,

In the event of extra manpower for warehouse work, C.C. Packers would be pressed into service during this period.

Also, C.C. operation employees' jobs elevated by vacation scheduling during this period will receive the change of rates usually paid at vacation time even though usual duties are not being performed.

With the exception of C.C. Packers, operators during this period will work usual shifts. Due to warehousing being carried on, on day shift only, packers will be transferred to day hours without loss of time.

*PROCEDURE NO. 14*

*January 9, 1981  
(Rev. November 1, 1996)*

**CALL-IN, HOLDOVER AND SCHEDULED OVERTIME  
PROCEDURE WHEN CLEANERS ARE REQUIRED FOR  
SODA ASH OR LIME**

- (a) Bi-carb Conveyor Breakdown or Outage
  1. Call cleaner relief operator per Appendix I.
  2. Call plant cleaners first.
  3. Call yard gang second.
  4. Call M.L.T. cleaners third.
  5. Call any other seniority employee.
- (b) Kiln or M.L.T. Breakdown or Outage
  1. Call M.L.T. cleaners first.
  2. Call plant cleaners second.
  3. Call yard gang third.

4. Call any other seniority employee.

(c) S.A. Breakdown or Outage

1. Use available cleaner relief operators (for holdover only).
2. Call plant cleaners first.
3. Call M.L.T. cleaners second.
4. Call yard gang third.
5. Call any other seniority employee.

Note: The above order of calling employees in for cleaning purposes only is subject to the following provisions:

1. No probationary employee will be called until the entire seniority list of the plant is exhausted.
2. This memo will not effect established procedures such as dense operators washing dense dryers, cleaner relief operators washing out Steam Tube Dryers.
3. This memo will not effect **established** procedures not included in 2 above such as yard persons sharing in overtime when equipment is turned over to **M. & C.** for scheduled repairs.
4. This memo will make it clear, however, that the Yard Gang has first claim to overtime in the Lime Kiln and M.L.T. Section, only when it is associated with scheduled maintenance such as bricking a kiln or **retiling** an **LFR**, etc.

LOADING C.C. LIQUOR BOATS

The procedure of using the C.C. Head Packer to load liquor boats will be continued.

If the head packer classification is exhausted, the job will be offered to qualified persons in the C.C. P&L group.

VACATION PERIODS

Day and Other Shift:

The vacation period for "Day and Other Shift" employees shall coincide with their work week.

However, additional consideration will be given to employees to begin their vacation at a time other than the start of the work week, including requests of one (1) to five (5) day increments.

BOILER & PLATE SHOP

The afternoon shift in the Boiler and Plate Shop will be used to replace field welders and Mechanics only in cases of emergencies as defined under Section 1:00 of the Agreement except that there will be no requirement to call anyone in.



**MONTHLY OVERTIME AUDIT  
M. & C. SECTION EMPLOYEES**

Overtime will be audited on a monthly basis to establish a group average. During the following month, employees will be given the opportunity to work sufficient overtime to bring them to the aforementioned average, provided that the employees and the overtime are available.

If an employee is not brought up to the average of the employee's group subject to the above, the employee will be paid the difference between the employee's recorded hours and the group average recorded at the end of the previous month or available scheduled overtime during the month in the employee's group, whichever is less. Such penalty hours will then be recorded as worked by the employee.

There will be no distribution of overtime on an annual basis. Rather, at the end of the twelfth (12th) month of each calendar year, the group average referred to above will be based upon the differences in recorded overtime hours between the lowest member of the group and each of the other members.

When an employee is qualified after completing thirty (30) days in a group, the average overtime hours of the group at that time will be recorded as having been worked by the employee.

When an employee has worked less than ten (10) work days in a calendar month, the average overtime hours worked by the employee's group during that month will be recorded as having been worked by the employee, if the employee is below the average of the employee's group on the last day worked in that month. In recording overtime opportunities, overtime offered or worked including call-in allowance will be converted to an equivalent straight hour amount.

A record of overtime will be posted monthly and will normally be updated weekly. Employees on vacation will not be affected by this paragraph.

Until apprentices in the Instrument Repair classification attain the "B" level, they will be charged for the average overtime hours worked by other members of the group on weekends and holidays.

In the case of call-in overtime, an attempt shall first be made to contact all employees in the group whose recorded overtime hours are below the average computed at the end of the previous month. Such contact shall be made by calling employees at the telephone number on file with the Company and the employees shall be charged with a refusal of the overtime offered should the employee actually refuse or be unavailable for any reason. An employee who is below the group average shall only be charged once with refusal of call-in overtime on any given date.

After an attempt has been made to contact all employees who are below the group average, employees who are above the average who may be called but who are not contacted personally will not be charged with refusal of overtime. In the case of holdover or scheduled overtime, an attempt shall first be made to offer the overtime to employees who are below the group average, who are capable of performing the required work.

*PROCEDURE NO. 19*

*January 19, 1972*

#### REMOVAL/INSTALLATION OF VIBRATORS

Electricians will not be expected to remove and replace a vibrator in cases where a spare is to be installed. However, when no spare vibrator is used, Electricians may be expected to remove and re-install a vibrator when removal is necessary to repair it.

OVERTIME IN SODA ASH **P. & L.** GROUP

When overtime is required in the S.A. P. & L. Group, employees in the classification concerned (those who have bid jobs in that classification) will be offered first choice to work such overtime.

If the Company cannot obtain the number of employees required from that classification, then seniority employees holding bid jobs in the other classifications in the P. & L. Group will be offered the opportunity to work such overtime.

When the P. & L. Group has been exhausted, the overtime may be offered to any other bargaining unit employees.

## OUTSIDE SERVICE PEOPLE

The Company will make every effort to control the hours of work of outside service people to correspond to regular Company hours. The Company will use these service people for training of our employees, if such opportunity exists. When such service people work beyond regular scheduled hours, the plant employee will work with these people.

## DISTRIBUTION OF GLOVES

1. The Company will furnish cotton, rubber and plastic gloves to employees in the following cases:
  - (a) Where pipetitters open, repair leaks and close columns only, and when removing

tubes from the concentrator, **pre-concentrator**, evaporators and heat interchangers during complete **retubing** only.

(b) Where **S.A.** Car Cleaners use white cotton gloves.

2. The Company will furnish special gloves to 2nd Assistant Shift Engineers (when cleaning hot oil burners), Welders, Electricians, Riggers and Blasters.
3. The Company will furnish rubber gloves to the Mechanical Drill Operator, **M.L.T.** Operators, Adjusters, 3rd Assistant Shift Engineers, **C.C.** Packers and to **employees** working on the following specific jobs:

**S.A.**--Cleaning with steam, hot water or acid.

**Power**--Cleaning lime tanks, cleaning filters.

**M. & C.**--Turbinizing tubes in boilers, **CI's**, **C.C.** Plant and **S.A.** heat interchangers.

4. Section Supervisors may issue appropriate gloves to employees, if in their **judgement** the existing circumstances warrant such issuance.

Where gloves are furnished to the employee, the employee must turn in the old gloves to receive new ones, after the initial issue.

## DRIVING DUTIES OF FIRST CLASS STOREPERSONS

The driving of the First Class Storeperson shall be limited to the jitney vehicle, or pickup truck used to deliver Stores material.

## CHANGING SHIFTS

In order to provide relief on rotating shifts due to vacations, sickness, leave of absence or for prolonged periods due to any other reasons, the Company will follow this procedure in the following sequence:

1. Follow the provisions of 8:05 (c).
2. Request employees on a voluntary basis to cross shifts.
3. Reassign the most junior qualified employee.

OVERTIME DISTRIBUTION  
STORES

When First Class Storeperson overtime is required, it will be offered separately to those employees on the "Day and Other Shift" schedule and to those employees on the "Rotating Shift" schedule in the following manner:

"Day and Other Shift":

Overtime will be offered, as required, to these employees for inventory, holidays, hold-over overtime and for the tilling of vacancies on this "Day and Other Shift" schedule.

"Rotating Shift":

Overtime will be offered, as required, to these employees for the tilling of vacancies under the 12-Hour Shift Procedure, and for the delivery of overtime *meals*.

A record of overtime for each of these two groups of employees will be posted separately on a monthly basis and updated weekly.

PROCEDURE NO. 26

*December 28, 1987*  
*(Rev. November 1, 1990)*  
*(Rev. November 1, 1996)*

#### OVERTIME: **C.C.** APPARATUS CLEANERS

When overtime is required on C.C. Apparatus Cleaners job it shall be offered in the following sequence:

1. Hold Over Overtime
  - (a) C.C. Apparatus Cleaner [bid job holder]
  - (b) C.C. Apparatus Cleaner Replacement and/or Helper (having seniority)
  - (c) Any other seniority employee
2. Schedule or Call-In Overtime
  - (a) CC. Apparatus Cleaner [bid job holder]
  - (b) C.C. Operator on-call (equipment being cleaned)
  - (c) Other C.C. Operator on-call
  - (d) C.C. Operator off, but not on-call

(e) Any other seniority employee

*PROCEDURE NO. 27*

*December 28, 1987*

USE OF FORK TRUCKS

The Company will agree fork lifts will only be used to assist employees in completing their work assignments and their use is not intended to circumvent the transportation group in transporting material or equipment.

The Company agrees to utilize experienced and qualified individuals to teach "Fork Lift Training" throughout the plant.

*PROCEDURE NO. 28*

*November 1, 1990*

LIGHT ASH/DENSE ASH LOADING

If the Company requires Light Ash loading in addition to Dense Ash loading, or visa-versa, and the duration is to be in excess of three (3) hours per shift, the Company will fill this vacancy using the Rotating Shift Relief Procedure.

**LETTERS OF UNDERSTANDING**  
**1996**

BETWEEN

**GENERAL CHEMICAL  
CANADA LTD.**

AMHERSTBURG, ONTARIO

AND

**LOCAL 89, C.A.W.**



November 1, 1996

Mr. John Deneau, Chairperson  
Negotiating Committee  
Local 89, C.A.W.  
General Chemical Unit  
P.O. Box 6  
Amherstburg, Ontario  
N9V 2Z2

Dear Sir:

This letter will confirm that, during the term of the current Collective Agreement, the Letters, numbered 1 through 22, will form part of the current Collective Agreement.

It is understood that nothing in this letter shall prohibit the Company from exercising the rights and responsibilities, as set forth in Article 4:00 "Reservations to Management".

Yours truly,  
GENERAL CHEMICAL CANADA LTD.  
K. M. Siddall, Manager  
Human Resources

LETTER#1

November 1, 1996

Mr. John Deneau, Chairperson  
Negotiating Committee  
Local 89, C.A.W.  
General Chemical Unit  
P.O. Box 6  
Amherstburg, Ontario  
N9V 2Z2

Dear Sir:

RE: Cost of Living Allowance

This is to confirm that the Company agrees to fold-in the then current Cost of Living Allowance upon ratification minus a five (5) cent float effective December 31, 1996.

Yours truly,  
GENERAL CHEMICAL CANADA LTD.  
K. M. Siddall, Manager  
Human Resources

LETTER #2

November 1, 1996

Mr. John Deneau, Chairperson  
Negotiating Committee  
Local 89, C.A.W.  
General Chemical Unit  
P.O. Box 6  
Amherstburg, Ontario  
N9V 2Z2

Dear Sir:

RE: Cost of Living Allowance - Legislation

This is to confirm that if either the Federal or Provincial governments introduce legislation which is intended to abolish or in any way change the cost-of-living floats in our Collective Agreement, the Company will, prior to the implementation of such legislation, fold-in the then current cost-of-living float.

Yours truly,  
GENERAL CHEMICAL CANADA LTD.  
K. M. Siddall, Manager  
Human Resources

LETTER #3

November 1, 1996

Mr. John Deneau, Chairperson  
Negotiating Committee  
Local 89, C.A.W.  
General Chemical Unit  
P.O. Box 6  
Amherstburg, Ontario  
N9V 2Z2

Dear Sir:

RE: Change of Shift

Consistent with past practice, an employee may request a change of shift when a permanent opening occurs on a rotating shift in the same classification by submitting a request in writing to the employee's foreperson, stating the employee's preference to fill the new opening before the bid closing date.

The original job opening will then be considered to be on the shift so vacated and will only be filled by the post and bid procedure on the original posting.

Yours truly,  
GENERAL CHEMICAL CANADA LTD.  
K. M. Siddall, Manager  
Human Resources

LETTER #4

November 1, 1996

Mr. John Deneau, Chairperson  
Negotiating Committee  
Local 89, C.A.W.  
General Chemical Unit  
P.O. Box 6  
Amherstburg, Ontario  
N9V 2Z2

Dear Sir:

RE: Town Service

During the 1996 negotiations, the Town Jitney service job was discussed at length. The Company agrees that the Town Jitney service job will continue (in full capacity) for the duration of the Collective Agreement.

Employees with a valid Ontario driver's license will transport themselves to the job site (i.e. Waste Lines, Brine Wells, Pump House, etc.) during overtime working hours when vehicles are available.

Yours truly,  
GENERAL CHEMICAL CANADA LTD.  
K. M. Siddall, Manager  
Human Resources

LETTER #5

November 1, 1996

Mr. John Deneau, Chairperson  
Negotiating Committee  
Local 89, C.A.W.  
General Chemical Unit  
P.O. Box 6  
Amherstburg, Ontario  
N9V 2Z2

Dear Sir:

RE: Deductions - Income Tax Obligations

The insurance carrier will be instructed to deduct 20% from all sickness and accident benefit payments to cover income tax obligations of the employee.

Yours truly,  
GENERAL CHEMICAL CANADA LTD.  
K. M. Siddall, Manager  
Human Resources

LETTER #6

November 1, 1996

Mr. John Deneau, Chairperson  
Negotiating Committee  
Local 89, C.A.W.  
General Chemical Unit  
P.O. Box 6  
Amherstburg, Ontario N9V 2Z2

Dear Sir:

RE: Off-Shift Scheduling - "A" Persons & Apprentices

This letter will confirm the Company's intention to provide reasonable equalization of the distribution of off-shift scheduling "for "A" persons and apprentices" in all Progression System groups including scheduled work on the 4:00-12:30 shift.

This equalization will take into consideration that a difference exists between a scheduled one to five day period on both 4:00-12:30 shift and 12:00-8:00 a.m. shift and a scheduled six to ten day period on both 4:00-12:30 shift and 12:00-8:00 a.m. shift. Employees absent for any reason for a period of three (3) months or more will re-enter the group with the current average of short and long off-shifts worked.

When circumstances dictate a change in the original schedule, then it shall be the revised schedule which will be used for the purpose of equalization.

Yours truly,  
GENERAL CHEMICAL CANADA LTD.  
K. M. Siddall, Manager  
Human Resources

LETTER #7

November 1, 1996

Mr. John Deneau, Chairperson  
Negotiating Committee  
Local 89, C.A.W.  
General Chemical Unit  
P.O. Box 6  
Amherstburg, Ontario  
N9V 2Z2

Dear Sir:

RE: Vacation - M&C Employees

It is the Company's intention, providing circumstances allow, to permit M&C employees to schedule vacations within the following limits. The Company will permit 40% of each group to be off during the last two weeks in July and the first week in August.

During the week between Christmas and New Year's, the Company will permit a minimum of 40% of each group to be off.

During the last week of June, balance of July and August, and first week of September, also providing circumstances allow, the Company will permit 20% of each group to schedule vacation.

During the second and third weeks of March (March break), also providing circumstances allow, the Company will permit 20% of each group to schedule vacation.

For the remainder of the year, circumstances allowing, the Company will permit 10% of each group to schedule vacation.



The percentages may have to be varied depending on plant circumstances, absenteeism at the time, and a variance in the size of each group.

Where the percentages calculate the allowable number for vacation to be a fractional number, the numbers will be revised as follows:

0.5 or greater will be rounded up to the next whole number

less than 0.5 will be rounded down to the next whole number

minimum number for any group is one

For purposes of vacation scheduling only, the transportation group will be split into crane operators group and machine-equipment operators group.

Yours truly,  
GENERAL CHEMICAL CANADA LTD.  
K. M. Siddall, Manager  
Human Resources

November 1, 1996  
Mr. John Deneau, Chairperson  
Negotiating Committee  
Local 89, C.A.W., General Chemical Unit  
P.O. Box 6  
Amherstburg, Ontario N9V 2Z2

Dear Sir:

RE: Power Section Operative Group

Employees entering the Power Section Operative Group through the post and bid procedure subsequent to June 1, 1980 must acquire a fourth class stationary engineering certificate and water treatment ticket after nine (9) months of qualifying time and a third class certificate after twenty-four (24) months of qualifying time.

Employees who do not acquire licenses within the specified time may be subject to the reduction in force procedure.

The Company will reimburse employees for the cost of tuition and texts and for time spent in class at their straight time hourly rate plus one (1) hour at straight time.

Courses selected by employees must be approved by the Company before payment for attendance will be authorized.

Employees in the Power Section as of the date of this Agreement will only be affected to the extent of becoming eligible for reimbursement as outlined above.

Yours truly,  
GENERAL CHEMICAL CANADA LTD.  
K.M.Siddall, Manager-Human Resources

LETTER #9

November 1, 1996  
Mr. John Deneau, Chairperson  
Negotiating Committee  
Local 89, C.A.W.  
General Chemical Unit  
P.O. Box 6  
Amherstburg, Ontario  
N9V 2Z2

Dear Sir:

RE: Permanent Openings - Power House

It is the intention of the Company to continue to fill permanent jobs in the Power House with employees who hold stationary engineer certificates as listed below:

Shift Engineer - E.R.	2nd Class Certificate
Shift Engineer - B.H.	2nd Class Certificate
First Assistant	3rd Class Certificate
Second Assistant	3rd Class Certificate
Pump House Operator	3rd Class Certificate
Third Assistant	Without 4th Class Certificate

Yours truly,  
GENERAL CHEMICAL CANADA LTD.  
K.M. Siddall, Manager  
Human Resources

LETTER #10

November 1, 1996

Mr. John Deneau, Chairperson  
Negotiating Committee  
Local 89, C.A.W.  
General Chemical Unit  
P.O. Box 6  
Amherstburg, Ontario  
N9V 2Z2

Dear Sir:

RE: Outside Contracting

During negotiations of the Collective Agreement the parties discussed at length the subject of outside contracting.

It is the Company's intent to utilize bargaining unit employees, where practicable, to do all maintenance work which they normally perform.

Provided that the Company has the available manpower, equipment, and facilities necessary to perform capital work, and provided further that the bargaining unit can perform this work competitively in terms of cost, quality, and within the projected time limits, it is the Company's intent to use the bargaining unit to perform capital work.

For the term of this agreement, the Company is prepared to establish a joint Company-Union Committee which will review potential contractor work with the aim of utilizing plant forces to do this work, provided there is no financial penalty.

The Committee will consist of the Plant Chairperson, one other Union member plus two Company designates.

The Company will make every reasonable effort to discuss through the Committee prior to contracting out work which could normally be done by General Chemical forces.

Yours truly,  
GENERAL CHEMICAL CANADA LTD.  
K. M. Siddall, Manager  
Human Resources

LETTER #11

November 1, 1996

Mr. John Deneau, Chairperson  
Negotiating Committee  
Local 89, C.A.W.  
General Chemical Unit  
P.O. Box 6  
Amherstburg, Ontario  
N9V 2Z2

Dear Sir:

RE: Bulletin Boards

It is the intention of the Company to provide bulletin boards referred to in Article 16:00 at the following plant areas:

- 1 - C.C. Plant
- 1 - S.A. Plant
- 1 - Power
- 1 - Maintenance Shop
- 1 - Maintenance Lunch Room
- 1 - Maintenance Shop--in the general vicinity of boiler-plate area

Bulletin board presently in use in gate time clock area will remain in use.

Yours truly,  
GENERAL CHEMICAL CANADA LTD.  
K. M. Siddall, Manager  
Human Resources

LETTER #12

November 1, 1996  
Mr. John Deneau, Chairperson  
Negotiating Committee  
Local 89, C.A.W., General Chemical Unit  
P.O. Box 6  
Amherstburg, Ontario N9V 2Z2

Dear Sir:

RE: Power House Employees

Power Section operating employees will not be reassigned to lower positions except:

- (a) To deal with emergency conditions.
- (b) To avoid violation of applicable legislation,
- (c) Where training becomes necessary due to new operating procedure or equipment.
- (d) For brief periods of refresher training necessary to maintain their familiarity in other areas than their own.

Yours truly,  
GENERAL CHEMICAL CANADA LTD.  
K. M. Siddall, Manager  
Human Resources

LETTER #13

November 1, 1996

Mr. John Deneau, Chairperson  
Negotiating Committee  
Local 89, C.A.W.  
General Chemical Unit  
P.O. Box 6  
Amherstburg, Ontario  
N9V 2Z2

Dear Sir:

RE: Pension Plan

As per 1993 Negotiations it is agreed by both parties that the Pension Plan proposed by the Company will be in place for a period of six (6) years. The plan is to be in effect on the 1st of the month following ratification.

Yours truly,  
GENERAL CHEMICAL CANADA LTD.  
K. M. Siddall, Manager  
Human Resources



LETTER #14

November 1, 1996

Mr. John Deneau, Chairperson  
Negotiating Committee  
Local 89, C.A.W.  
General Chemical Unit  
P.O. Box 6  
Amherstburg, Ontario  
N9V 2Z2

Dear Sir:

RE: McGregor Quarry

If the McGregor Quarry operation is resumed during the term of the agreement, for the purpose of supplying limestone to the Amherstburg Plant, whether operated by the Company or contractor, the mining, crushing and trucking will be carried out by General Chemical employees.

Yours truly,  
GENERAL CHEMICAL CANADA LTD.  
K. M. Siddall, Manager  
Human Resources

November 1, 1996

Mr. John Deneau, Chairperson  
Negotiating Committee  
Local 89, C.A.W.  
General Chemical Unit  
P.O. Box 6  
Amherstburg, Ontario  
N9V 2Z2

Dear Sir:

RE: Engine Room Cleaner

This letter will confirm that the "Engine Room Cleaner" job, when posted, will be posted without 4th Class Certificate as a qualification.

Yours truly,  
GENERAL CHEMICAL CANADA LTD.  
K. M. Siddall, Manager  
Human Resources

LETTER #16

November 1, 1996

Mr. John Deneau, Chairperson  
Negotiating Committee  
Local 89, C.A.W.  
General Chemical Unit  
P.O. Box 6  
Amherstburg, Ontario  
N9V 2Z2

Dear Sir:

RE: Cheque Stubs

The Company agrees to continue to provide the unionized employees with a cheque stub, which will include year-to-date totals for:

Total Earnings  
Federal Income Tax  
Insurable Earnings  
U.I.C.  
Canada Pension

Yours truly,  
GENERAL CHEMICAL CANADA LTD.  
K. M. Siddall, Manager  
Human Resources

November 1, 1996

Mr. John Deneau, Chairperson  
Negotiating Committee  
Local 89, C.A.W.  
General Chemical Unit  
P.O. Box 6  
Amherstburg, Ontario  
N9V 2Z2

Dear Sir:

RE: Pension & Benefit Booklets

The Company agrees to provide the Union membership with a copy of the revised pension plan booklet and benefit booklet for General Chemical Canada Ltd. as discussed during the 1996 collective bargaining negotiations.

Yours truly,  
GENERAL CHEMICAL CANADA LTD.  
K. M. Siddall, Manager  
Human Resources

LETTER #18

November 1, 1996

Mr. John Deneau, Chairperson  
Negotiating Committee  
Local 89, C.A.W.  
General Chemical Unit  
P.O. Box 6  
Amherstburg, Ontario  
N9V 2Z2

Dear Sir:

RE: Contracting Out

During the course of the 1996 collective bargaining negotiations, the Union expressed a continuing concern that the contracting out of the packaging and loading of Calcium Chloride to a local concern might result in the Company discontinuing its packaging and loading operations. Accordingly, this is to advise, pursuant to our discussions during negotiations, that the Company will not, during the term of the current Collective Agreement, shut down its "commercial grade" Calcium Chloride packaging and loading operations so long as this product is produced at Amherstburg.

Yours truly,  
GENERAL CHEMICAL CANADA LTD.  
K. M. Siddall, Manager  
Human Resources

November 1, 1996

Mr. John Deneau, Chairperson  
Negotiating Committee  
Local 89, C.A.W.  
General Chemical Unit  
P.O. Box 6  
Amherstburg, Ontario  
N9V 2Z2

Dear Sir:

RE: Summer Hours - M&C Crew

The Company agrees, for the term of the Agreement, to alter the hours of work for 'employees in the Maintenance and Construction crew during the summer months.

Specifically, the hours will be changed as follows:

7:00 a.m. to 3:30 p.m.  
3:00 p.m. to 11:30 p.m.  
11:00 pm. to 7:00 a.m.

The effective date of these changes will be in April and October each year, consistent with Daylight Savings Time.

Yours truly,  
GENERAL CHEMICAL CANADA LTD.  
K. M. Siddall, Manager  
Human Resources

LETTER #20

November 1, 1996

Mr. John Deneau, Chairperson  
Negotiating Committee  
Local 89, C.A.W.  
General Chemical Unit  
P.O. Box 6  
Amherstburg, Ontario  
N9V 2Z2

Dear Sir:

RE: Monthly Meetings Between the Company & Union

During the 1996 negotiations process, the parties discussed at length the need for ongoing communication to discuss and resolve plant related issues and concerns at Amherstburg.

It was agreed between the parties that monthly meetings would be conducted between the Company and the Union for the purpose of facilitating such discussions. The first meeting will take place in January 1997, and will continue on a monthly basis as agreed to between the parties.

Yours truly,  
GENERAL CHEMICAL CANADA LTD.  
K. M. Siddall, Manager

LETTER#21

November 1, 1996

Mr. John Deneau, Chairperson  
Negotiating Committee  
Local 89, C.A.W.  
General Chemical Unit  
P.O. Box 6  
Amherstburg, Ontario  
N9V 2Z2

Dear Sir:

RE: Reference to McGregor Quarry

During the 1996 negotiations process, the parties discussed the references regarding the McGregor Quarry which exist throughout the Collective Agreement. In view of the fact that the McGregor Quarry facility was shut down effective December 31, 1994, the parties agreed to remove all such references throughout the Collective Agreement, with the exception of Letter #14.

If at any time during the term of the new Collective Agreement the McGregor Quarry facility reopens, all such references that currently exist in the 1993 Collective Agreement will be reinstated in their present form.

Yours truly,  
GENERAL CHEMICAL CANADA LTD.  
K. M. Siddall, Manager  
Human Resources



LETTER #22

November 1, 1996

Mr. John Deneau, Chairperson  
Negotiating Committee  
Local 89, C.A.W.  
General Chemical Unit  
P.O. Box 6  
Amherstburg, Ontario  
N9V 2Z2

Dear Sir:

RE: Summer Hours - C.C. P&L Group

The Company agrees, for the term of the Agreement, to alter the hours of work for employees in the Calcium Chloride (C.C.) P&L group during the summer months.

Specifically, the hours will be changed as follows:

7:00 a.m. to 3:30 p.m.  
3:00 p.m. to 11:30 p.m.  
11:00 p.m. to 7:30 a.m.

The effective date of these changes will be April and October each year consistent with Daylight Savings Time.

Yours truly,  
GENERAL CHEMICAL CANADA LTD.  
K. M. Siddall, Manager  
Human Resources

# **MEMORANDUM OF AGREEMENT**

Regarding a Trial of The

## **TWELVE (12) HOUR SHIFT FOR ROTATING SHIFT PERSONNEL**

S. A., C. C., Power & Stores

November 1, 1996

MEMORANDUM OF AGREEMENT

REGARDING A TRIAL OF THE **TWELVE (12)** HOUR  
SHIFT FOR ROTATING SHIFT PERSONNEL

**S.A., C.C., Power & Stores**

This Memorandum is to be read in conjunction with the principal Collective Agreement in force entered into between General Chemical Canada Ltd. (hereinafter referred to as the Company) and Local 89 C.A.W. (hereinafter referred to as the Union).

The parties hereto agree to introduce the 12-hour shift for rotating shift personnel on a trial basis under the following terms and conditions:

1. The schedule shall apply only to bargaining unit employees on continuous rotating shifts in the S .A., C.C., Power and Stores.
2. The new schedule shall continue until the end of the Collective Agreement which became effective on November 1, 1996.
3. (a) The new schedule shall be made effective by the Company on a date of its choice with one (1) week's notice to that effect to the Union.  
  
(b) The Company or the Union may terminate the trial at any time before the **expiry** date by giving the other party thirty (30) days written notice.

4. Upon converting to the new schedule and during the first week under it, no premiums shall be paid to an employee for the sole reason of transferring from one standard work week to another standard work week. In the case of reversion to the previous shift schedule, this same rule shall apply upon reverting and during the first week of the reversion.
5. A shift which is to be covered in the event of absence will be provided in accordance with the procedure set out in Appendix I.

In addition to the above, the following provision of the principal Collective Agreement shall be amended as follows only insofar as they apply to those employees under the new rotating shift schedule.

**8:02** The work week shall begin and end at 12:01 a.m. on Monday.

**8:02** (a) (3) The normal starting and quitting times of shifts will be 7:30 a.m. and 7:30 p.m.

**8:02** (b) (1) One and one-half times the straight time hourly rate will be paid for hours worked in excess of twelve (12) per day or in a continuous work period, but not for both.

(2) One and one-half times the straight time hourly rate will be paid for scheduled hours worked on Sunday between 4:00 pm. and 12:00 midnight.

(3) One and one-half times the straight time hourly rate will be paid for all hours of work performed in any day which the employee is regularly scheduled to have off, except if such day off is a Sunday, or the employee's second or third day off, two times the straight time hourly rate will be paid.

(4) Employees who are changed to or from a **12-Hour** Shift Schedule shall, in addition to the other provision of the agreement, be paid at the appropriate overtime rate for hours worked over forty (40) in a week as a result of the changed schedule. (This **does not** apply in the case where the 12-Hour Shift is being introduced.)

(5) Shift employees who are scheduled to work overtime and report to work will receive a three (3) hour call-in pay, or will be provided a minimum of four (4) hours work.

**8:05** (A) Vacancies on rotating shift jobs, which functions the Company essentially continues to operate, will be filled in accordance with the following procedure:

#### ROTATING SHIFT RELIEF PROCEDURE

Provisions:

- (a) When a shift. employee is unable to report for work, the employee will give the Company at least two (2) hours' notice.
- (b) All shift employees will remain on the job until their respective relief has taken over the job and overtime will start five (5) minutes after the starting time of the next shift.

Step 1:

If the provisions are complied with, relief will be obtained in accordance with Appendix I.

Step 2:

If the provisions are not complied with, relief will be obtained in the following manner:

(a) Moving shift up if a spare employee is available.

(b) In accordance with Appendix I.

(B) The above procedure covers the providing of relief only so far as unexpected absenteeism is concerned.

(C) If any of the above mentioned vacancies are expected, the Company may hire additional employees, or may use a spare employee to cover relief for expected absences either directly or by moving the shift up.

(D) If overtime is paid on an expected absence then Step 1 of the Rotating Shift Relief Procedure will be followed.

(E) If two or more expected vacancies originate at the same time (i.e. start of the shift) and overtime is paid on any one of them, it will be paid on the job(s) with the higher wage rate(s) only after utilizing the relief set forth in 8:05(C).

(F) If two or more expected vacancies occur on the same shift but have started on different days and overtime is paid on any one of them, it will be paid on the newest vacancies only after utilizing the relief set forth in 8:05(C).

(G) An unexpected absence is when the employee fails to give the Company at least sixteen (16) hours' notice prior to the time the employee is expected to report for work.

(H) If two or more unexpected vacancies of less than two (2) hours' notice start at the same shift and overtime is paid on any one of them, it will be paid on the job(s) with the higher wage rate(s) only after the available spare employee or employees (if any) have been utilized to fill a job(s) either directly or by moving the shift up.

**(I)** When there is overtime worked on a Rotating Shift (other than the filling of vacancies) such overtime will be handled in accordance with the Rotating Shift Relief Procedure.

**(J)** If an employee leaves the job due to illness or accident and has not worked half of the employee's scheduled hours on that shift, the resulting vacancy will be filled according to Step 1 of this procedure.

**(K)** If an employee leaves the job after working at least half of the employee's scheduled hours then the following day will be considered the first day of unexpected absence unless sixteen (16) hours' notice has been given.

**(L)** When an employee, at the employee's request and with the foreperson's permission, leaves the employee's job before the end of the shift, the employee does not relinquish the employee's "on call" responsibilities unless an "on call trade" is arranged and appropriately recorded in the department log; all subject to the foreperson's approval.

**11:01** Effective November 1, 1996 a shift differential premium of eighty-one cents (\$.81) per hour will be paid for all hours worked. Effective November 1, 1997, this shift differential premium will be increased to eighty-three cents (\$.83) per hour; and effective November 1, 1998, this shift differential premium will be increased to eighty-five cents (\$.85) per hour for all hours worked on the Twelve (12) Hour Rotating Shift schedule.

## **APPENDIX I**

### **SHIFT COVERAGE IN THE EVENT OF ABSENCE**

Employees “on call” on their day off must be available at a known telephone number for the period one (1) hour preceding and one (1) hour following the start of every shift to provide coverage for the shift.

Note: For expected and unexpected vacancies, where overtime is required, employees will be asked to work as follows:

1. Employees on call for the beginning of the vacant shift.
2. Employee who is off, but not on call, unless it would require the employee to work beyond sixteen (16) consecutive hours to cover such vacancy.
3. Other qualified employees in the group.
4. If the vacancy is not filled by 1, 2 or 3 above, the employee “on call” per item 1 above will be scheduled to work.



## **APPENDIX II**

### **VACATIONS**

#### **Method of Taking Additional Odd Hours**

Any odd hours can be carried forward and taken as follows:

- (a) If eight (8) hours outstanding, one (1) 12-hour work period will be allowed off in which pay for eight (8) hours will be given.
- (b) If four (4) hours outstanding, payment in lieu of vacation may be given or four (4) hours will be scheduled. as vacation time off.

Witnesseth:

For: GENERAL CHEMICAL CANADA LTD.  
Amherstburg, Ontario

K. M. SIDDALL  
H. J. COLE

For: NATIONAL UNION, C.A.W.

D. FIELDS

For: LOCAL 89, C.A.W.

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