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EMPLOYEES	1,800		
D'EMPLOYÉS	1,800		
between	1,800		

**COLLECTIVE
AGREEMENT**

SAMUEL, SON & CO., LIMITED

AND

**UNITED STEELWORKERS
OF AMERICA**

Local 6398

Effective:
May 6, 1992
to May 6, 1994

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COLLECTIVE AGREEMENT

BETWEEN:

SAMUEL, SON & CO., LIMITED
(herein called the "Company")

of the first part

and:

UNITED STEELWORKERS OF AMERICA
(herein called the "Union")

of the second part

ARTICLE I - PURPOSE

1.01 It is the general **purpose** of this Agreement to promote the mutual interests of the Company and its employees and to provide for the operation of the Company's plant under conditions which will further the safety and welfare of the employees and economy of operations, and also provide for wage rates and working conditions as well as a procedure for the disposition of grievances arising under this Agreement.

ARTICLE II - RECOGNITION

2.01 The Company recognizes the Union as the sole and exclusive bargaining agency with respect to all matters covered by this Agreement for all employees of the Company located at its Plant in the City of Mississauga, Ontario, save and except foremen, persons above the rank of foreman, plant clerks, office and sales staff, persons regularly employed for not more than twenty-four (24) hours per week and students hired for the school vacation period. In the event such a student is retained in employment by the Company, it will not be necessary for the student to complete any further sixty (60) days for the purposes of a probationary period. No student shall be offered overtime until all other employees in the Department have refused overtime.

2.02 The term "employee" or "employees" whenever herein used shall mean only those employees coming within the bargaining unit as described above.

2.03 When a new employee is hired by the Company, he will be informed of the names of the Union Officials and Stewards and will be advised that there is a Collective Agreement in effect

between the Company and the Union. The Company will provide the Union with the names and addresses of new hires and the date of hire.

ARTICLE III - STRIKES AND LOCKOUTS

3.01 In view of the orderly procedure for settling grievances, during the term of this Agreement, the Company agrees that there will be no lockout of employees and the Union agrees that there will be no strike action, slowdown, sit-down or any other action which will interfere with work or production. If any such action takes place, the Union agrees to instruct the employees to carry out the provisions of this Agreement and to return to work and perform their regular duties.

ARTICLE IV - RELATIONSHIP

4.01 The Company and the Union agree that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practiced by either of them or their representatives or members because of an employee's membership or non-membership in the Union or because of his activity or lack of activity in the Union.

4.02 The Union further agrees that there will be no solicitation for membership, collection of dues or other Union activities during Company time or on the premises of the Company except as specifically permitted by this Agreement or in writing by the Company.

ARTICLE V - MANAGEMENT FUNCTION

5.01 The Union recognizes that the management of the Plant and the direction of the working forces are fixed exclusively in the Company and, without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Company to:

- a) maintain order and efficiency;
- b) hire, retire, discharge, promote, demote, classify, transfer, layoff, recall and suspend or otherwise discipline employees, provided that if an employee who has completed the probationary period has been discharged or disciplined without reasonable cause, a grievance may be filed and dealt with in accordance with the Grievance Procedure;
- c) make and enforce and alter, from time to time, reasonable rules and regulations to be observed by the employees;
- d) determine the nature and kind of business conducted by the Company, the kinds and locations of equipment and materials to be used, the control and materials and parts, the methods and techniques of work, the schedules of work, number of personnel to be employed, the extension, limitation, curtailment or cessation of operations, and to determine all other functions and prerogatives heretofore vested in and exercised by the Company which shall remain solely with the Company except as specifically limited by the express provisions of this Agreement.
- e) As has been past practice, the Company will discuss with the Union areas of concern re: the necessity of contracting out, with the view to resolving these problems prior to contracting out. The Company will offer the maintenance employees any maintenance work that they would normally perform or are qualified to do prior to having it contracted out.

5.02 The Company agrees these functions will be exercised in a manner consistent with this Agreement.

ARTICLE VI - REPRESENTATION

6.01 The Union may elect from amongst the employees who have been continuously employed by the Company for at least three (3) months, twelve (12) stewards for the purpose of assisting employees in presenting grievances to the Company as set forth in this Agreement, the stewards should be distributed to as many departments as possible.

6.02 The Union shall keep the Company notified in writing of the names of the stewards and the effective date of their appointment.

6.03 It is agreed that the stewards shall continue to perform their regular work in order to maintain efficiency of operations; however, in accordance with this understanding, should they desire to assist an employee in presenting grievances during working hours, they will not leave their work without first obtaining the permission of their immediate supervisor, and such permission shall not be unreasonably withheld. It is also understood that a steward shall not enter another department without first obtaining the permission of the supervisor of such department and notifying him as to the nature of the grievance and the personnel involved. Prior to returning to his work in his own department, a steward will report to his immediate supervisor. It is agreed that stewards will not absent themselves from work unnecessarily during working hours for the purpose of servicing grievances hereunder. In return for this undertaking the Company will compensate such stewards at their regular hourly rate for time spent during their regular working hours for such purposes, provided the procedure under Section 6.03 is followed. The Company reserves the right to limit the

time spent in the servicing of grievances if it deems the time taken to be **excessive**.

6.04 The Company will recognize a Union Negotiating Committee of not more than five (5) employees. The members of such Negotiating Committee will be compensated by the Company at their regular hourly rate for time spent attending Company/Union meetings in connection with the renewal of this Agreement, except such compensation shall not apply for time spent out of normal scheduled hours.

6.05 The Company shall pay for all time lost due to Union business if authorized to do so by the Union and shall bill the Union monthly for all monies the Company is not responsible for subject to cancellation or modification by the Company at any time.

6.06 The Company agrees that the Union President shall be assigned to the day shift during the term of his office.

ARTICLE VII - GRIEVANCE PROCEDURE

7.01 It is the mutual desire of the parties hereto that complaints of employees shall be adjusted as quickly as possible, and it is understood that an employee has no grievance until he has first given his immediate supervisor an opportunity of adjusting his complaint. The employee may request the assistance of his steward, provided this shall not prevent an employee from discussing any personal matter directly with his immediate supervisor. If an employee has a complaint, he shall discuss it with his immediate supervisor within ten (10) working days after the circumstances giving rise to the complaint have occurred and failing settlement it may then be taken up as a

grievance within five (5) working days following advice of the immediate supervisor's decision in the following manner and sequence:

Step No. 1

By the aggrieved employee, who may request assistance from his steward, in writing with his department supervisor. The department supervisor will render his decision in writing within another three (3) working days following the presentation of the grievance to him. Failing settlement then:

Step No. 2

Within five (5) days after the decision is given under Step 1 by the grievor and the Plant Superintendent and/or designated representative of the Company, together with a Grievance Committee consisting of a maximum of three (3) employees and the plant manager, at which time a written record of the grievance shall be presented in writing and the decision given in writing within seven (7) working days following the presentation of the grievance to the Company. An international representative of the Union may be present at this Step at the request of either the Union or the Company.

7.02 Failing settlement under the foregoing procedure of any dispute between the parties arising from the interpretation or alleged violation of this Agreement, including any questions as to whether a matter is arbitrable, such dispute may be submitted to arbitration as set forth in Article VIII. If no written request for arbitration is received within fifteen (15) working days after the

decision under Step No. 2 is given, it shall be deemed to have been **settled**.

7.03 All agreements reached under the Grievance Procedure between the representatives of the Company and the representatives of the Union will be final and binding upon the Company, the Union and the employees.

7.04 Where no written answer has been given within the time limit specified, the grievance may be submitted to the next step of the foregoing procedure, including arbitration.

7.05 It is agreed that a complaint or grievance arising directly between the Company and the Union shall be originated under Step No. 2 and the time limits set out with respect to that Step shall appropriately apply. However, it is understood that the provisions of this section may not be used with respect to a complaint or grievance directly affecting an employee or employees and that the regular grievance procedure shall not be by-passed.

ARTICLE VIII - ARBITRATION

8.01 If the Company or the Union requests that a grievance as above provided be submitted to arbitration, it shall make such request in writing addressed to the other party to this Agreement and at the same time nominate an arbitrator. Within five (5) working days thereafter, the other party shall nominate an arbitrator and notify the other party. The two arbitrators so nominated shall meet immediately and if, within three (3) working days, they fail to settle the grievance,

they shall attempt to select by agreement a Chairman of the Arbitration Board. If they are unable to agree on such a Chairman within a further period of two (2) working days, they shall then request the Minister of Labour for the Province of Ontario to appoint a Chairman.

8.02 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.

8.03 The Arbitration Board shall not have jurisdiction to amend or add to any of the provisions of this Agreement, or to substitute any new provision in lieu thereof, nor to give any decision inconsistent with the terms and provisions of this Agreement. No matter may be submitted to arbitration which has not been properly carried through all previous steps of the Grievance Procedure.

8.04 The decision of the majority of the Arbitration Board will be final and binding upon the parties hereto.

8.05 Each of the parties hereto will bear the expenses of the arbitrator appointed by it, and the parties will jointly bear the fees and the expenses of the Chairman of the Arbitration Board.

8.06 Upon mutual agreement in writing of the parties, a single Arbitrator may be substituted for a Board of Arbitration: in such cases, all of the other provisions of this Article shall continue to apply as with a Board of Arbitration.

8.07 The proceedings of the Arbitration Board will be expedited by the parties hereto.

ARTICLE IX - DISCHARGE AND DISCIPLINE

9.01 A claim by an employee who has completed his probationary period that he has been unreasonably discharged shall be treated as a grievance if written statement of such grievance is lodged with the Superintendent of the Company within five (5) working days after the employee ceases to work for the Company and the first step of the Grievance Procedure will be omitted in any such case.

9.02 Such special grievances may be settled under the Grievance and Arbitration Procedures by:

- a) confirming the Company's action in dismissing the employee; or
- b) reinstating the employee with full compensation and seniority for time lost; or
- c) by any other arrangement which is reasonable in the opinion of the parties or the Arbitrator Board if appointed.

9.03 In the case of discharge of an employee who has completed his probationary period, the employee may, upon request to his immediate supervisor, interview his steward before leaving the Plant in a place as designated by the Company. Such an employee will follow the instructions of his immediate supervisor.

9.04 An employee called into the office in connection with the imposition of discipline shall have the right to have a steward of his choice present provided such steward is at work; however, if more than one (1) member of manage-

ment is present for such purposes, then such steward must be present also.

9.05 Written warnings to be removed after 12 months subject to no further offences. Suspensions to be removed after 18 months subject to no further offences.

ARTICLE X - SENIORITY

10.01 An employee will be considered on probation and will not be subject to the seniority provisions of this Agreement, nor shall his name be placed on the seniority list until after he has completed sixty (60) calendar days continuous employment. Upon completion of such probationary period, the employee's name shall be placed on the appropriate seniority list with seniority dating from the date he was last hired by the Company. The dismissal of a probationary employee shall not be the subject of a grievance.

10.02 The Company shall maintain a seniority list for the Plant and a copy of this list shall be posted for employee inspection. A copy shall also be provided for the Union President. The list shall be brought up to date at least every three (3) months. The Company shall provide the Union with a seniority list showing the employees' addresses once per year.

LAYOFF

10.03 In the event of a work shortage, for the purpose of layoffs and for the purpose of recalling those to work who have been laid off, seniority will be applied on a plant wide basis and the

following factors shall be considered, seniority, efficiency, skill, physical fitness, and ability *to* immediately perform the job. It is agreed that where efficiency, skill, ability to perform the work and physical fitness are relatively equal, seniority as herein defined will govern.

10.03A In the event there is a work shortage which results in a permanent reduction in operations, the junior displaced employee shall displace the most junior employee within a job group parallel to his group or below provided he has the seniority, skill, ability, physical fitness and qualifications **to** immediately perform the job. If he refuses such assignment, he will then be assigned to Group 1 in his Department (excluding the sweeper classification).

10.03B In the event there is a work shortage which results in a temporary reduction in operations, the junior displaced employee will be assigned, by the Company, to a job group provided he has the seniority, skill ability and physical fitness to immediately perform the job. If he refuses such an assignment the procedure 10.03A above will apply.

10.03C When operations increase again the above assignments will take place in reverse.

10.03D All cranes will be considered as a Group.

10.03E Article 10.03 shall apply to an employee who is about to be laid off from the Plant. Such an employee shall be permitted to displace a less senior employee in a higher group providing he has the skill, ability and physical fitness to immediately perform the job.

10.03F The Company will give five (5) days notice of layoff or pay in lieu thereof in advance of the effective date which will be Friday of any week.

10.03G In the event of a layoff, the Union's President, Vice-president, Recording Secretary, Financial Secretary, Treasurer and Chief Steward, during their respective terms of office, will be retained in the employ of the Company as long as there is work available which they are qualified and willing to perform, regardless of their position on the seniority list.

LOSS OF SENIORITY

10.04 A person shall lose all seniority and shall be deemed to have quit the employ of the Company if he:

- a) voluntarily quits the employ of the Company, or
- b) is discharged for reasonable cause, or
- c) fails to report to work within five (5) days after being notified by the Company by registered mail following a layoff or fails to advise the Company within two (2) working days of his intention to report for work pursuant to the notification unless a reason satisfactory to the Company is given, or
- d) is absent for three (3) consecutive days without notifying the Company unless a reason satisfactory to the Company is given, or
- e) is absent due to layoff for more than: twelve (12) months if the employee has less than two (2) years seniority, or twenty-four (24) months

if the employee has between two (2) years and ten years seniority, or forty-eight (48) months for an employee who has over 10 years seniority or

- f) fails to return to work upon termination of an authorized leave-of-absence, unless a reason satisfactory to the Company is given, or
- g) is absent due to sickness or injury in excess of:
 - i) twelve (12) months if the employee has less than two (2) years seniority, or
 - ii) twenty-four (24) months if the employee has two (2) or more years seniority, or
- h) is in receipt of Workers' Compensation benefits and is absent in excess of three (3) years.

10.05 It shall be the duty of employees to notify the Company promptly of any change in address. If an employee fails to do this, the Company will not be responsible for failure of a notice to reach such employee.

LEAVE-OF-ABSENCE

10.06 Leave-of-absence without pay may be granted by the Company on request for such reasons as it considers proper, but such leave-of-absence shall not be unreasonably or arbitrarily withheld. Leave-of-absence to attend the Union's conventions for employees not to exceed one hundred and twenty days in any calendar year will be considered a legitimate reason.

10.06A Upon written application, the Company will grant, subject to operational needs, an extended unpaid leave-of-absence for not more

than one member of the Union for the purpose of attending to the affairs of the Union. Such leave shall not be unreasonably or arbitrarily withheld. The employee must have a minimum of two (2) years seniority to qualify for such leave. Any such leave-of-absence shall not exceed two years. Service shall be retained and accumulated for vacations and pension during such leave. (Vacations are unpaid.)

The employee will be solely responsible for benefits costs during his leave-of-absence and will pay to the Company the costs for such benefits coverage.

JOB POSTING

10.07 The Company shall post notice of the initial job vacancy coming within the scope of this Agreement on the Company's bulletin boards for a period of four (4) working days before it is permanently filled. The posting will identify the job which is vacant and the applicable hourly rate. Employees may make written application by signing their name on both the posting and the job application for any such job vacancy within such four (4) day period, it being understood that the Company, in the case of a permanent posting, where the job will be awarded to the senior employee who applied and he will be given a period of training as determined by the Company. Should he not adapt, at any time during the period of training, in the Company's opinion, to this position he will be returned to the job classification which he held prior to the posting. The next senior applicant will then follow the proce-

ture as outlined above until the vacancy is filled. The vacancy created by the filling of a posted initial job vacancy will be posted in addition to the posting of the initial job vacancy and filled in accordance with the above. The name of the successful applicant will be posted by the Company within five (5) working days from the date the job vacancy was posted. The Union will receive a copy of the job posting application when removed by the Company from the bulletin board. The Company reserves the right not to consider a senior applicant who has previously failed to meet the requirements of a similar job in the same or higher group as he is applying. Seniority will be applied on a plant wide basis.

10.07A A successful applicant under the above job posting provision, may return to the job classification he held prior to the posting in the event he does not wish to remain on the posted job, provided if he so elects, he must return within a period of ten (10) working days from the date he commenced work on the posted job. If he does not wish to continue in his new job after ten (10) days, the employee will be assigned to a labour position by the Company within a reasonable time period.

10.07B It is agreed that with respect to the job vacancies referred to in Section 10.07, the Company will post for job classifications Group 2 and above.

10.07C The Company recognizes that employees in Group 1 may request a transfer in writing twice a year (January and July) to other jobs in Group 1 (except janitor and sweeper).

Employees with transfer requests on file will be considered by the Company if and when a permanent vacancy occurs. The Union will receive a copy of all such transfer requests.

10.07D The Company and Union will accept written applications from employees for a specific job to be posted during their absence. This applies to employees who will be absent from work for vacation and union business purposes only. Applications must be submitted prior to the employees absence.

10.08 An employee who is promoted or transferred out of the bargaining unit shall maintain and continue to accumulate seniority for a period of one (1) year from the date of transfer or promotion out of the bargaining unit. After one (1) year from such transfer or appointment he will lose all bargaining unit seniority and the right to transfer back to the bargaining unit.

10.08A In the event such employee is returned to the bargaining unit by the Company, he shall be permitted to exercise his seniority to displace an employee with less seniority in his former classification. In the event there is no employee will less seniority in his former classification he shall be entitled to exercise his seniority to displace any employee with less seniority in accordance with Article 10.03.

ARTICLE XI - CLASSIFICATIONS AND HOURLY WAGE RATES

11.01 The Company agrees to pay and the Union agrees to accept for the term of this Agree-

ment the classifications and the hourly wage rates therefore set forth *in* Schedule I and II attached hereto.

11.02 Effective May 6, 1990, shift employees working regularly scheduled shifts will receive an off-shift premium of Thirty-five cents (.35) an hour for the afternoon shift and Fifty-five cents (.55) an hour respectively. Effective May 6th, 1991, such shift premiums will be Thirty-five cents (.35) an hour for the afternoon shift and Sixty-five (.65) an hour respectively. Such off-shift premiums will not be paid for any hour in which an employee receives an overtime rate and such off-shift premiums will not form part of the employees' regular hourly rate.

11.03 A cost of Living adjustment will be made to the extent provided by Schedule III hereto.

ARTICLE XII - HOURS OF WORK AND OVERTIME

12.01 The normal scheduled hours will be on the basis of forty (40) hours per week and eight (8) hours per shift, Monday to Friday. It is expressly understood, however, that the provisions of this Article are intended only to provide a basis for calculating time worked and shall not be a guarantee as to the hours of work per day nor as to days of work per week nor as a guarantee of working schedules.

OVERTIME

12.02 Authorized work performed in excess of the employee's normal scheduled hours of eight (8) hours per shift or authorized work performed on Saturday will be paid at the rate of time and one half (1½) the employee's regular hourly rate.

12.03 Authorized work performed on Sunday or authorized work performed in excess of twelve (12) hours per scheduled shift, or authorized work performed by night shift employees on their sixth (6th) shift of the week in excess of eight (8) hours, will be paid at double time the employee's regular hourly rate.

12.04 It is hereby agreed that, (exclusively of truck drivers), all employees will receive a twenty (20) minute paid lunch hour.

12.05 It is further agreed that all employees will receive an additional fifteen (15) minute paid lunch hour for each four (4) hours of overtime worked in a day.

MEAL ALLOWANCE

12.06 It is further agreed that an employee who works twelve (12) hours per day will receive a meal allowance of Five Dollars (\$5.00) unless he is notified by the Company on the previous day that he is required to work such hours or more, This allowance will be paid on the day the Company cancels such overtime because of a work shortage.

12.07 The Company will give notice of daily overtime as far in advance as practicable and in the case of week-end overtime, the Company will

endeavour to advise employees no later than the end of the shift on Thursday in so far as is practicable.

ARTICLE XIII • CALL-OUT PAY

13.01 An employee called at home for the performance of work outside his regular hours of work shall receive a minimum of four **(4)** hours pay at his applicable overtime rate provided; however, an employee called to perform such work within any period of (2) hours or less from the commencement of his regular shift, such minimum shall not apply.

ARTICLE XIV • HANDICAPPED EMPLOYEES

14.01 In the event of an employee sustaining injuries at work or becoming affected by occupational disease during the course of his employment and becoming physically handicapped as a result thereof, every effort shall be made by the Company to give the handicapped employee such suitable employment within the bargaining unit as is available.

ARTICLE XV - PLANT HOLIDAYS

15.01 (A) An employee shall receive the following Plant holidays with pay:

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

An employee's last regular shift prior to each of Christmas Day and New Year's Day.

- b) It is agreed that a Plant holiday falling on a Saturday or Sunday will be observed on the previous Friday or on the following Monday.
- c) In order to avoid interruptions of continuous operations on each of the days immediately prior to Christmas Day and New Year's Day, the normal starting times for the shifts on such days will be advanced as mutually agreed by the parties on the basis that the provisions of Article XII shall not apply.

15.02 Plant holiday pay will be computed on the basis of eight **(8)** hours at the employee's regular hourly rate.

15.03 In order to qualify for Plant holiday pay, the employee shall work his full scheduled shifts on each of the working days immediately preceding and immediately following the Plant holiday concerned, except that an employee will not be disqualified from receiving such Plant holiday pay under Section 15.02 hereof, if an employee presents a reasonable excuse satisfactory to the Company in the event of an absence or lateness.

15.04 An employee who is required to work on a Plant holiday will be paid for authorized work performed on such day at two (2) times his regular straight time hourly rate of pay in addition to his holiday pay.

15.05 If a Plant holiday falls on a working day during an employee's vacation period, he will receive eight (8) hours pay at his regular hourly rate for such holiday in addition to his vacation pay, or he will be granted an additional day off with pay as arranged with the Company.

ARTICLE XVI - VACATIONS

16.01 An employee on the active payroll of the Company with less than one (1) year continuous service prior to June 30th will be entitled to vacation with pay as prescribed by The Employment Standards Act as amended.

16.02 An employee on the active payroll of the Company with one (1) year continuous service will be entitled to two (2) weeks' vacation with pay at the employee's regular hourly rate based on a forty (40) hour week, or four percent (4%) of total earnings for that year, whichever is greater.

16.03 An employee on the active payroll of the Company with five (5) years continuous service as of June 30th will be entitled to three (3) weeks vacation with pay at the employee's regular hourly rate based on a forty (40) hour week, or 6% of total earnings whichever is greater.

16.04 Effective May 6, 1987, an employee on the active payroll of the Company with eleven (11)

years continuous service as of June 30th will be entitled to four (4) weeks vacation with pay at the employee's regular hourly rate based on a forty (40) hour week, or 8% of total earnings whichever is greater.

16.05 Effective May 6, 1988, an employee on the active payroll of the Company with eighteen (18) years of continuous service as of June 30th will be entitled to five (5) weeks vacation with pay at the employee's regular hourly rate based on a forty (40) hour week, or 10% total earnings whichever is greater.

16.06 Effective May 6, 1989, an employee on the active payroll of the Company with twenty-four (24) years of continuous service as of June 30th will be entitled to six (6) weeks vacation with pay at the employee's regular hourly rate based on a forty (40) hour week, or 12% total earnings whichever is greater.

16.07 An employee whose employment is terminated for any reason will receive vacation pay for the period to which he is entitled in accordance to The Employment Standards Act, as amended.

16.08 Vacation pay will be issued on a separate cheque.

16.09 Employees will have the opportunity to select their annual vacation periods and those employees with more than two weeks vacation entitlement, may schedule them on a consecutive basis, in either case subject to the efficiency of Plant operations. Whenever requests of employees are in conflict, length of continuous

service will be the controlling factor. For the purposes of vacation selection the period shall be July 1st through June 30 of the following year. Vacations cannot be waived or transferred and must be taken during the vacation selection period.

16.10 Subject to the provisions of Article 10.04 of this Agreement, an employee who is away on a sick leave and who is receiving compensation from the Workers' Compensation Board, may take his vacation at another date subsequent to his return to work, after agreement with the Company if he is away for a period of less than one full year. If he is absent for a period of more than one year, the Company shall pay him twenty-five per cent (25%) of his weekly pay for each week of vacation to which he is entitled during that period.

ARTICLE XVII - SAFETY AND HEALTH

17.01 The Company agrees to continue to make reasonable provisions for the safety and health of employees while at work.

17.02 The Company shall furnish safety equipment and other safety supplies that are necessary to protect employees from injury at no cost to employees.

17.03 The Company will grant an allowance for the purchase of safety shoes or boots on the following basis. For employees other than those on #3 Slitter and Maintenance Department employees, the allowance will be accumulated at Five Dollars Eighty Three cents (\$5.83) per month for each full month elapsed since an employee's

previous date of purchase of safety shoes or boots. The maximum allowance payable by the Company shall be Seventy Dollars (\$70.00) for any one pair of safety shoes or boots and any allowance then accumulated in excess of Seventy Dollars (\$70.00) shall not be payable at any time. Employees on #3 Slitter and Maintenance Department employees will receive such an allowance of Six Dollars Thirty Three cents (\$6.33) per month under the same terms and conditions as set out above, subject to a Seventy-six dollar (\$76.00) maximum allowance per year. Upon completion of the probationary period, an employee will receive the sum of Thirty dollars (\$30.00) for the purchase of safety shoes or boots. The Company will also agree to supply work gloves, at no cost to the employees, provided that employees return the old pair of gloves as supplied by the Company before a new pair will be issued. The Company also agrees to provide those employees employed as truck drivers with uniforms as outlined in Schedule II.

17.04 When an employee is injured in the Plant and the examining physician orders the employee not to work he shall be paid at his regular hourly rate of pay for the remainder of the shift on which he was injured. Where the examining physician states that the injured employee is able to return to work on the same shift, the employee shall be paid his regular hourly rate of pay for the total time lost as a result of the injury. The Company shall also pay for any transportation required upon the day of injury.

17.05 The Company, the Union and employees

will comply with the Occupational Health and Safety Act of Ontario, 1978.

ARTICLE XVIII - BULLETIN BOARDS

18.01 The Company will arrange for two (2) bulletin boards which may be used by the Union for posting notices which shall be subject to the approval of the Company before posting.

18.02 There shall be no general distribution or posting by employees of pamphlets, advertising or political matter, notices of any kind, or literature upon Company property other than as approved by the Company.

ARTICLE XIX - BEREAVEMENT PAY

19.01 An employee will be granted up to three (3) days leave of absence at his regular hourly rate to attend the funeral of the employee's mother, father, wife, child, brother, sister, mother-in-law or father-in-law. An employee will be granted a one (1) day leave-of-absence at his regular hourly rate if the funeral is outside the Province of Ontario and the employee does not attend the funeral.

19.02 An employee will be granted one (1) day's bereavement leave-of-absence at his regular hourly rate for the purpose of attending the funeral of his sister-in-law, brother-in-law, or grandparents of both spouses.

ARTICLE XX - WEEKLY INDEMNITY

20.01 The Company agrees to provide at no cost to the employees weekly indemnity cover-

age as provided by an insurance carrier selected by the Company with respect to employees who have completed the probationary period and while such employees remain in the active employ of the Company, beginning on the first day of disability for an accident, or the first day of disability in Hospital, and on the fourth day of disability for sickness and continuing up to a maximum of twenty-six (26) weeks for any one period of disability in any one (1) calendar year, provided that the benefits hereunder shall not apply to an employee who is in receipt of Workers' Compensation benefits.

The amount of the benefit hereunder shall be two-thirds (2/3) of the employee's weekly straight time earnings, provided that the figure for such earnings shall not exceed the maximum weekly insurable earnings as determined from time to time under the terms of The Unemployment Insurance Act. In order to qualify hereunder, it is agreed that, if requested by the Company, an employee will furnish the Company with a medical certificate in a form satisfactory to the Company in connection with any such disability.

ARTICLE XXI - WELFARE PLANS

21.01(A) Effective May 6, 1990, unless otherwise specified, the Company agrees to provide, at no cost to the employees, the Ontario Health Insurance Plan coverage with respect to participating employees who have completed their probationary period and while such employees remain in the active employ of the Company.

21.01(B) The Company agrees to pay the **monthly** premiums of the **present Life Insurance Plan** (the coverage to be in the amount of Twenty-three Thousand Dollars (\$23,000.00) and Twenty-three Thousand Dollars (\$23,000.00) Accidental Death and Dismemberment) and Major Medical Insurance Plan or equivalent coverage with another carrier as the Company may determine, for employees eligible for coverage in accordance with the provisions of the plans and who have completed their probationary period while such employees remain in the active employ of the Company. The present Dependent Life Insurance coverage with respect to such employees, will be Forty-Five Hundred Dollars (\$4,500.00) — Five Hundred Dollars (\$500.00) and Two Thousand Dollars (\$2,000.00) respectively.

Effective May 6, 1991, the \$23,000.00 (Twenty-three thousand dollars) for Life Insurance and A.D.&D. will increase to \$24,000.00 (Twenty-four thousand dollars), and the Dependent Life Insurance will increase from \$4,500.00 (Four thousand five hundred dollars) to \$5,000.00 (Five thousand dollars) and \$2,000.00 (Two thousand dollars) for each child to age twenty-five (25) years.

In addition to the foregoing, subject to the terms and conditions of the master plans and policies, the Company will provide, at no cost to the employee, a Long Term Disability programme to apply effective following termination of 26 weeks of Weekly Indemnity Benefits on the basis of 40% of the employees' weekly pay calculated on their regular hourly rate to a maximum of \$1,000.00

WELFARE PLANS-SUMMARY

(This is in conjunction with the preceding Welfare Plans language and the following Letters of Understanding.)

	May 6, 1992	May 6, 1993
Life Insurance	\$24,000	\$24,000
Accidental Death & Dismemberment	24,000	24,000
Spouse	5,000	5,000
Child (Under 1 year)	2,000	2,000
Child (1 year to 25 years)	2,000	2,000
Vision Care (No restrictions once every 24 months)	135	135
Hearing Aids (Once every 36 months)	200	200
Long Term Disability (Payable monthly)	1,000	1,000
Survivor Benefit		
Widow(per month until she remarries or is deceased)	350	350
Children (per month to age 21 only)	125	125
Pension (per month of credited service)	25	26
Early Retirement (Age 63 - \$5 00 bridge per month for each year of credited Service payable to age 65 only)	5	5
Life Insurance for Retirees (Age 65)	3,000	3,000

(One thousand dollars) per month until return to work or age 65 or date of death, whichever shall occur first.

The Company agrees to provide a Widow and Children's, Survivor benefit in the amount of Three Hundred and Fifty Dollars (\$350.00) per month for the widow until she remarries or is deceased. Should the deceased employee have surviving children under the age of twenty-one (21), a total sum of One Hundred and Twenty-five Dollars (\$125.00) per month shall be paid to the widow for the benefit of such children. The payment shall cease upon the date that the youngest child reaches the age of twenty-one (21).

21.02 The Company agrees to maintain the present Dental Plan coverage based on the current Schedule of Fees.

21.03 The Company agrees to provide at no cost to the employees the Welfare Plans as provided in this Article for those employees who have completed the probationary period upon the following basis:

- a) While an employee is in receipt of Workers' Compensation benefits.
- b) While an employee is in receipt of weekly indemnity benefits.
- c) For persons laid-off for the month following the month in which the layoff occurred.
- d) During the period that an employee has been granted an authorized vacation leave-of-absence once in each five-year Period.

ARTICLE XXII - CHECK-OFF

22.01 The Company agrees, to deduct from the employee's weekly pay each week, the sum equivalent to the regular weekly dues as provided for in the Constitution of the Union, and will remit the sum by cheque with a list of the names of those from whom deductions were made to the International Treasurer of the Union on or before the 20th day of each month.

22.02 In the event that there are insufficient earnings received by the employee to pay said dues during any week during the effective term of the employee's authorization, the said deduction will not be made as affecting the relative period.

22.03 The Company shall not be held liable or responsible for any such dues, other than those actually collected on behalf of the Union.

22.04 It is understood and agreed that the Union will indemnify the Company and save it harmless for any and all claims which may be made against it by an employee or employees for amounts deducted from wages as provided by this Article.

22.05 The Company further agrees that the amount of Union dues deducted by the Company will be included on the employee's T4 slip.

ARTICLE XXIII - JURY DUTY PAY

23.01 An employee will receive for each day of jury duty the difference between the pay last computed at the employee's regular hourly rate and the amount of jury fee received, provided that the

employee furnishes the Company with a certificate of service signed by the Clerk of the Court showing the amount of jury fee paid.

ARTICLE XXIV - REPORTING ALLOWANCE

24.01 The Company agrees that an employee, upon reporting for work at the commencement of his regular scheduled shift, unless notified in advance not to do so, shall receive four (4) hours work or four (4) hours pay at his regular hourly rate, unless failure to supply work is due to conditions beyond the control of the Company. Any employee so affected shall take such temporary work as is available in order to qualify for such four (4) hours pay.

ARTICLE XXV - TEMPORARY ASSIGNMENTS

25.01 An employee temporarily assigned at the convenience of the Company to another job will receive the rate of the job to which he is assigned or the rate of the previously held job, whichever is higher. Any such temporary assignment will be for a period of no longer than sixty (60) calendar days.

25.02 An employee assigned by the Company to another job as a result of a disciplinary demotion, will receive the rate of the job to which he is assigned.

25.03 An employee assigned to another job as a result of a work shortage, which occurs during a pay period, will receive the rate of the job which



he previously held for the balance of the pay period which shall not be less than three (3) working days. Thereafter, he will receive the rate for the job to which he is assigned for the balance of such assignment.

In the event such an assignment occurs on the first day of a scheduled work week, an employee will receive the rate of the job which he previously held for a period of five (5) working days. Thereafter, he will receive the rate of the job to which he is assigned for the balance of such assignment.

ARTICLE XXVI

26.01 The Company agrees that a foreman shall not as a general rule assume such duties as are normally performed by bargaining unit employees to such an extent as to promote the layoff of employees in the bargaining unit, or hinder recall of employees. Such foreman, however, shall in no way be restricted from performing work involving instruction and experimentation.

ARTICLE XXVII

27.01 The Company and the Union agree that letters of understanding as attached hereto are incorporated by reference to the Agreement.

ARTICLE XXVIII - DURATION OF AGREEMENT

28.01 This Agreement shall become effective on May 6, 1992, except as otherwise provided, and shall be in effect until the 6th day of May,

1994, and shall continue automatically thereafter for annual periods of one (1) year each, unless either party notifies the other in writing during the period of ninety (90) days prior to the expiration date that it desires to amend or terminate the Agreement.

IN WITNESS THEREOF each of the parties hereto has caused this Agreement to be signed by its duly authorized representatives this 6th day of May, 1992.

FOR THE UNION:

(signed) J. Galasso
C. Falzon
H. Parwicki
E. Hicks
J. Resendes
G. Penny, U.S.W.A.

FOR THE COMPANY

(signed) E.J. Doyle
G. Fisher
R.P. Johnston
D. Pearson

SCHEDULE I (A)
Classification and Hourly Wage Rates
Effective Yay 6, 1992

Classification	Start	2 Mths.	4 Mths.
GROUP 1			\$14.72
Janitor			
Sweeper			
Bander Bay 1			
Bander Bay #3, 4, 5, 8, 9, CTL			
Bander Shipping			
Helper #3 Edger			
Helper Sheet Slitter			
Helper Storage			
Helper Shipping			
Maint. Millwright Apprentice			
GROUP 2	\$14.91	\$14.96	\$15.01
Back Helper 2, 5 Shear			
GROUP 3	\$15.20	\$15.25	\$15.30
Helper #5 Slitter			
Helper 3, 4, 5, CTL			
Tagger Receiving			
Helper #4 Slitter			
Back Helper #4 Shear			
Sorter Storage			
Material Handler			
Bander Weigher #7 CTL			
Bander & Jib Crane Operator			
Helper Bander #8 Slitter			

GROUP 4 \$15.49 \$15.54 \$15.59

Skidmaker
Skid Bander Weigher Bay 1 & 4
Auto Bander Bay 1 & 4
Helper #8 & #9 CTL
Helper 3, Slitter
Cab Crane Operator
(ex. B. 8 D.H.)
Front Helper 2, 5 Shear
Cab Crane Operator Bay 8 D.H.
(Bay 8 South)
Stacker Crane Operator
Cab Crane Bay 8 North
Skid Bander Weigher Bay 8

GROUP 5 \$15.78 \$15.83 \$15.88

Set-up #3, 4, 5, 8 Slitter
Gantry Crane Operator (Rec.)
Front Helper #4 Shear
Order Picker
Sideloader Operator
Feeder "A" #7 CTL
Feeder "B" #7 CTL
Maintenance III Oiler
Single Axle Stake (Driver)
Shuntman (Driver)
Vacuum Machine Operator
Splitting Machine Operator
Maintenance Utility Person

GROUP 6	\$16.07	\$16.12	\$16.17
Loader Checker Bay 1, 4, 6, 7			
Loader Checker Bay 2 & 3			
Operator Small Shear			
Operator #1 Edger			
Coil Handler			
Tandem Stake (Driver)			
Auto Bander #8 Slitter			
GROUP 7	\$16.36	\$16.41	\$16.46
Knife Grinder			
Operator RAS #61, 81, 91			
Operator #2, 5 Shear			
Operator Sheet Slitter			
Operator #2 Slitter			
Operator #3 Edger			
Maintenance II Helper			
Assistant Operator #8 Slitter			
GROUP 8	\$16.65	\$16.70	\$16.75
Single Axle Tractor (Driver)			
GROUP 9	\$16.94	\$16.99	\$17.04
Operator #3 Slitter			
Operator #7 CTL			
Operator #4 Shear			
Tandem Tractor (Driver)			
System 6 Controller			
Operator #8 CTL			

GROUP 10	\$17.23	\$17.28	\$17.33
Operator #4 Slitter			
Operator #5 Slitter			
Operator #5 CTL			
Operator #8 Slitter			
Operator #3 CTL			
Operator #4 CTL			
Operator #9 CTL			
GROUP 11	\$17.52	\$17.57	\$17.62
Carpenter			
GROUP 12	\$17.81	\$17.86	\$ 7.91
GROUP 13	\$18.10	\$18.15	\$ 8.20
Welder			
GROUP 14	\$18.39	\$18.44	\$ 8.49
Mechanic I			
GROUP 15	\$18.68	\$18.73	\$18.78
Mechanic/Machinist			
Electrician			

(Shift premiums
Yay 6, 1992 — .35 and .65)

SCHEDULE I (B)
Classification and Hourly Wage Rates
Effective May 6, 1993

Classification	Start	2 Mths.	4 Mths.
GROUP 1			\$15.12
Janitor			
Sweeper			
Bander Bay 1			
Bander Bay #3, 4, 5, 8, 9, CTL			
Bander Shipping			
Helper #3 Edger			
Helper Sheet Slitter			
Helper Storage			
Helper Shipping			
Maint. Millwright Apprentice			
GROUP 2	\$15.32	\$15.37	\$15.42
Back Helper 2, 5 Shear			
GROUP 3	\$15.62	\$15.67	\$15.72
Helper #5 Slitter			
Helper 3, 4, 5, CTL			
Tagger Receiving			
Helper #4 Slitter			
Back Helper #4 Shear			
Sorter Storage			
Material Handler			
Bander Weigher #7 CTL			
Bander & Jib Crane Operator			
Helper Bander #8 Slitter			

GROUP 4 \$15.92 \$15.97 \$16.02

Skidmaker

Skid Bander Weigher Bay 1 & 4
Auto Bander Bay 1 & 4
Helper #8 & #9 CTL
Helper 3, Slitter
Cab Crane Operator
(ex. B. 8 D.H.)
Front Helper 2, 5 Shear
Cab Crane Operator Bay 8 D.H.
(Bay 8 South)
Stacker Crane Operator
Cab Crane Bay 8 North
Skid Bander Weigher Bay 8

GROUP 5 \$16.22 \$16.27 \$16.32

Set-up #3, 4, 5, 8 Slitter
Gantry Crane Operator (Rec.)
Front Helper #4 Shear
Order Picker
Sideload Operator
Feeder "A" #7 CTL
Feeder "B" #7 CTL
Maintenance III Oiler
Single Axle Stake (Driver)
Shuntman (Driver)
Vacuum Machine Operator
Splitting Machine Operator
Maintenance Utility Person

GROUP 6	\$16.52	\$16.57	\$16.62
Loader Checker Bay 1, 4, 6, 7			
Loader Checker Bay 2 & 3			
Operator Small Shear			
Operator #1 Edger			
Coil Handler			
Tandem Stake (Driver)			
Auto Bander #8 Slitter			
GROUP 7	\$16.82	\$16.87	\$16.92
Knife Grinder			
Operator RAS #61, 81, 91			
Operator #2, 5 Shear			
Operator Sheet Slitter			
Operator #2 Slitter			
Operator #3 Edger			
Maintenance II Helper			
Assistant Operator #8 Slitter			
GROUP 8	\$17.12	\$17.17	\$17.22
Single Axle Tractor (Driver)			
GROUP 9	\$17.42	\$17.47	\$17.52
Operator 3 Slitter			
Operator #7 CTL			
Operator #4 Shear			
Tandem Tractor (Driver)			
System 6 Controller			
Operator #8 CTL			

GROUP 10	\$17.72	\$17.77	\$17.82
Operator #4 Slitter			
Operator #5 Slitter			
Operator #5 CTL			
Operator #8 Slitter			
Operator #3 CTL			
Operator #4 CTL			
Operator #9 CTL			
GROUP 11	\$18.02	\$18.07	\$18.12
Carpenter			
GROUP 12	\$18.32	\$18.37	\$18.42
GROUP 13	\$18.62	\$18.67	\$18.72
Welder			
GROUP 14	\$18.92	\$18.97	\$19.02
Mechanic I			
GROUP 15	\$19.22	\$19.27	\$19.32
Mechanic/Machinist			
Electrician			

**(Shift premiums
May 6, 1993 — .35 and .65)**

**SCHEDULE II
DRIVERS' UNIFORMS**

Uniform allowance of one (1) buy per year per driver will consist of:

- Three (3) pairs of pants.
- Three (3) shirts.
- One (1) light jacket or windbreaker or sweater every year.
- One (1) parka every 2nd year.

The Company will control the selection of the material to be used.

The Company will provide a winter parka for Shunt Drivers every second year.

**SCHEDULE III
COST OF LIVING ADJUSTMENTS**

A Cost of Living Adjustment will be made to hourly wage rates on the basis of one cent (.01¢) per hour for each .3 point movement in the month in which the published C.P.I. (1971=100) equals or exceeds 436 points.

Such month will become the base month for calculation purposes and calculations shall be made Quarterly thereafter and will be payable on the first Monday of the following months after the publication of the applicable C.P.I. (Canada).

Continuance of the Cost of Living Adjustment

shall be contingent upon availability of the **Consumer Price Index** in **its present** form **unless** otherwise agreed upon by the parties.

No adjustment retroactive or otherwise shall be made due to any revision which may later be made in a published index.

A.

United Steelworkers of America
1291 Matheson Blvd. E.
Mississauga, Ontario
L4W 1R1

Attention: May 6, 1992

Dear Sirs:

This will confirm the understanding of the parties with respect to the duration of the Collective Agreement dated the 6th day of May, 1992, that the Company agrees to maintain the pension currently in effect and the amount of normal monthly pension payable for each year of credited service shall be \$25.00 effective May 6, 1992 and increased to \$26.00 as of May 6, 1993.

Effective May 6, 1990, early retirement will be established at age 64 with \$5.00 Bridge from age 64 to age 65.

Effective May 6, 1991, early retirement will be established at age 63 with \$5.00 Bridge from age 63 to age 65.

The Company will provide for employees taking early retirement at age 63 and 64, major medical and dental coverage not available through Government programs. Benefits coverage not applicable to retirees includes Life Insurance, Accidental Death and Dismemberment, Dependent Life and Survivor Income.

Effective August 8, 1983, an eligible employee is entitled to a pension at the age of 65 having a minimum of 10 years service and having reached 35 years of age in the event he may leave the Company.

Effective January 1, 1987 an employee having earned 2 years membership in the Pension Plan from January 1, 1987 will have their Pension vested and will be entitled to a Pension at age 65 in the event he may leave the Company.

DATED AT MISSISSAUGA, this 6th day of May, 1992

SAMUEL, SON & CO., LIMITED

The foregoing is hereby acknowledged and agreed to on behalf of The United Steelworkers of America.

PENSION INDEX

Effective May 1, 1991, all monthly pensions of retirees shall be increased in accordance with the following:

The March, 1991 Consumer Price Index (1981=100) Canada will be compared with the March, 1990 C.P.I. and where the difference is determined to be in excess of 4%, such monthly pensions shall be increased by 50% of the difference between 4% and the actual percentage increase.

Effective May 1, 1993 such pensions shall be increased as above except the March 1992 C.P.I. will be compared to the March, 1991 C.P.I.

It is agreed that no pension increases will be paid for increases in the C.P.I. in excess of 8% in any one year, March to March.

Under no circumstances will such calculations be less than 1% of current Pension Benefit.

B

United Steelworkers of America
1291 Matheson Blvd. E.
Mississauga, Ontario
L4W 1R1

May 6, 1992

Attention:

Dear Sirs:

This will confirm the understanding of the parties with respect to the duration of the Collective Agreement dated the 6th day of May, 1990, that in the event the Company should relocate part of its existing production operations carried on at its plant in Mississauga, Ontario to any production facility elsewhere in the Province, the Company will offer job opportunities and training where appropriate to the bargaining unit employees who are laid off by the Company as a result of such relocation provided they are willing to perform this work available.

Those employees accepting a job opportunity at the production facility shall be credited with service accumulated at the Mississauga plant to the date of transfer solely for the purpose of determining what, if any, vacation and pension entitlement may be applicable as determined by the Company at the production facility.

It is also agreed that upon acceptance of the job opportunity offered by the Company such employees shall lose their recall entitlements with the Company at its plant in Mississauga, Ontario and shall not be covered by the terms of the Collective Agreement.

DATED AT MISSISSAUGA, this 6th day of May,
1992.

SAMUEL, SON & CO., LIMITED

The foregoing is hereby acknowledged and
agreed to on behalf of The United Steelworkers of
America.

United Steelworkers of America
1291 Matheson Blvd. E.
Mississauga, Ontario
L4W 1R1

May 6, 1992

Attention:

Dear Sirs:

This will confirm the understanding of the parties with respect to the duration of the Collective Agreement dated the 6th day of May, 1990, that the Company agrees to provide coffee wagon service in the Plant to employees twice per shift:

- (1) between the starting hour of the shift and lunch break, and
- (2) between the lunch break and the termination of the shift.

It is also understood that the coffee or tea beverage will be consumed at the employee's work station in the Plant.

DATED AT MISSISSAUGA, this 6th day of May, 1992.

SAMUEL, SON & CO., LIMITED

The foregoing *is* hereby acknowledged and agreed to on behalf of The United Steelworkers of America.

D

United Steelworkers of America
1291 Matheson Blvd. E.
Mississauga, Ontario
L4W 1R1

May 6, 1992

Attention:

Dear Sirs:

This will confirm the understanding of the parties with respect to the duration of the Collective Agreement dated the 6th day of May, 1990, that the Dental Care Benefits are as follows:

- (a) The amount of the pre-assessment minimum shall be \$500.00.
- (b) The yearly maximum shall be \$1,500.00.
- (c) The lifetime maximum shall be \$7,500.00.

DATED AT MISSISSAUGA, this 6th day of May, 1992.

SAMUEL, SON & CO., LIMITED

The foregoing is hereby acknowledged and agreed to on behalf of The United Steelworkers of America.

United Steelworkers of America
1291 Matheson Blvd. E.
Mississauga, Ontario
L4W 1R1

May 6, 1992

Attention:

Dear Sirs:

This will confirm the understanding of the parties with respect to the duration of the Collective Agreement dated the 6th day of May, 1990, to the application of Article X of such Agreement, as follows:

- (a) An employee affected by a work shortage will not be permitted to replace another employee in a higher rated job classification.
- (b) In the event of a recall following a return to work from a work shortage, the Company will consider as to whether or not the recalled employee may refuse recall which would prevent another employee from being recalled to his job.

DATED AT MISSISSAUGA, this 6th day of May, 1992.

SAMUEL, SON & CO., LIMITED

The foregoing is hereby acknowledged and agreed to on behalf of The United Steelworkers of America.

F

United Steelworkers of America
1291 Matheson Blvd. E.
Mississauga, Ontario
L4W 1R1

May 6, 1992

Attention:

Dear Sirs:

This will confirm the understanding of the parties with respect to the duration of the Collective Agreement dated the 6th day of May, 1990, with respect to the Maintenance Department Overtime System, the Cut to Length Department, Truck Drivers' Advancement Procedure and Shipping Overtime System in the form as attached.

DATED AT MISSISSAUGA, this 6th day of May, 1992.

SAMUEL, SON & CO., LIMITED

The foregoing is hereby acknowledged and agreed to on behalf of The United Steelworkers of America.

CUT-TO-LENGTH OPERATORS — PROGRESSION

It is agreed that the Cut-to-Length progression process will start from #8 CTL Operator.

#3,7,4 and 5 positions will be filled after completion of training on #8 CTL, as follows:

#8 to #3

#8 to #7

#8 to #4

#8 to #5

#9 CTL is treated as a separate unit; employees will train only on this line.

OVERTIME SHIPPING DEPARTMENT

The Company and the Union agree that notwithstanding the letter of understanding on overtime in the Collective Agreement dated on the 3rd of November, 1987. The following shall apply in respect to the Shipping Department.

1. Shipping personnel will be grouped according to job classification i.e. shuntman, loader, helper, etc.
2. All overtime worked shall be charged to the person who worked regardless of where or when it was worked.
3. A person who refuses to work overtime will have the hours charged to his name.

4. If a person is sick, on compensation or unable to work overtime he shall have his number of hours adjusted to one (1) hour less than the employee with the least number of hours, once he is available to work again. This shall be done after two weeks or more.
5. Employees who refuse to work overtime because of official union business shall have no hours charged to their name.
6. New employees in Shipping will have their hours adjusted to one (1) hour more than the highest man in their group.
7. **All** hours worked or charged, will be accumulated from one week to the next.
8. The Company will keep an updated list of all hours and should a Union Steward request access to it, such access shall be provided.
9. If overtime is required during the week, the employee with lowest number of hours to his name on shift shall be asked.
10. If overtime is required during a weekend, the first choice will be the incumbent with the least hours to his name. Second choice will be the employee with the least overall hours to his name regardless of the shift he is on.
11. The Company and the Union agree that this agreement shall be made part of the Collective Agreement.

**OVERTIME SHARING
MAINTENANCE DEPARTMENT**

NOTWITHSTANDING THE LETTER OF UNDERSTANDING ON OVERTIME IN THE COLLECTIVE AGREEMENT THE FOLLOWING SHALL APPLY:

1. The maintenance personnel will be grouped according to job classification:
Maintenance Electrician, Maintenance Millwright Apprentice, Maintenance I, Maintenance II Helper and Welder.
2. All overtime worked shall be charged to the person who worked regardless of where and when it was worked.
3. An employee with the least number of overtime hours within the group credited to his name, shall have first choice to all overtime for the week ending Sunday, regardless of what shift he is on.
4. An employee who is asked to work overtime on weekends will have the hours charged to his name regardless if someone else works those hours.
5. An employee who is asked to work overtime outside of this plant and refuses, shall not be charged any hours for refusing.
6. A Maintenance Millwright Apprentice shall not take priority over a Maintenance II Helper, when it comes to weekend overtime.

7. If an employee is sick, on compensation or authorized leave-of-absence or unable to work overtime he shall have his number of hours adjusted to one (1) hour less than what the employee with the least number of hours has once he is available to work overtime again.
8. Employees who refuse to work overtime because of official Union business, shall have no hours charged to their names.
9. A new employee in Maintenance will have his hours adjusted to one (1) hour more than the highest man in his group.
10. Call-ins will be charged at four (4) hours each, per call minimum.
11. Call-ins will be charged to the employee on-call during that week, regardless of whether he comes in or not.

**JOB PROGRESSION FOR DRIVERS
AS AGREED MAY 6TH, 1986**

Shunt Driver position posted
P.M. Driver
Single Axle Driver — Day Shift
Tandem Stake
Single Axle Driver
Tandem Tractor Driver
Senior man will progress from one position to another.

United Steelworkers of America
1291 Matheson Blvd. E.
Mississauga, Ontario
L4W 1R1

May 6, 1992

Attention:

Dear Sirs:

This will confirm the understanding of the parties with respect to the duration of the Collective Agreement dated the 6th day of May, 1990, that the following procedure will be followed, where possible to schedule personnel to work overtime:

- (A) PRINCIPLE OVERTIME IS 7-3 SATURDAY:
- (1) First choice incumbents — 7-3 of that week.
 - (2) Second choice incumbents — 3-11 of that week.
 - (3) Third choice incumbents — 11-7 of that week.
 - (4) Fourth choice — Other qualified men.
- (B) IF OVERTIME IS 11-7 FRIDAY/SATURDAY A.M.:
- (1) First choice incumbents — 11-7 of that week.
 - (2) Second choice incumbents — 3-11 of that week.
- (C) IF OVERTIME IS 7-3 SUNDAY:
- (1) First choice incumbents — 7-3 shift on that previous week.

(2) Second choice incumbents — 11-7 of that previous week.

(3) Third choice — Other qualified men.

(D) IF NON-STANDARD OVERTIME IS REQUIRED, every effort will be made to distribute it equally, where possible, between shifts and departments.

(E) WHEN A SHIFT IS required to work 4 hours over:

(1) First choice incumbents — Shift that is working.

(2) Second choice incumbents — Qualified men on the same type of job on the shift in the same department that is working.

(3) Third choice incumbents — Qualified men on the shift that is working.

(F) IF 3-11 EMPLOYEE DOES NOT REPORT FOR WORK the 7-3 employee will be asked to work to 7 p.m. and the 11-7 employee will be asked to report for work at 7 p.m.

IF 7-11 EMPLOYEE WILL NOT REPORT EARLY the employee working the 7-3 will be asked to work until 11 p.m.

IF the 3-11 employee does not report to work on Friday the 7-3 employee will be asked to work and should he refuse to work the full 3-11 shift the 11-7 employee will be asked to work.

(G) TWO SHIFT, 12 HOUR OPERATION

Saturday Overtime

- (1) First Choice 7 a.m.-7 p.m. of that week.
- (2) Second Choice 7 p.m.-7 a.m. of that week

Sunday Overtime

- (1) First Choice 7 p.m.-7 a.m. of that week.
 - (2) Second Choice 7 a.m.-7 p.m. of that week.
- In the event the Company is not advised one hour prior to the completion of a shift that an incoming employee will not be available for work, the Company will endeavour to make the foregoing choices, in so far as it is practicable to do so. The Company shall not be required to contact employees for overtime who have signed an overtime waiver list.

Note: If the 12 hour operation is being terminated at the end of that week, Clause A of the Letter of Understanding or O/T will apply.

DATED AT MISSISSAUGA, this 6th day of May, 1992.

SAMUEL, SON & CO., LIMITED

The foregoing is hereby acknowledged and agreed to on behalf of The United Steelworkers of America.

United Steelworkers of America
1291 Matheson Blvd. E.
Mississauga, Ontario
L4W 1R1

May 6, 1992

Attention:

Dear Sirs:

This will confirm the understanding of the parties with respect to the duration of the Collective Agreement dated the 6th day of May, 1990, as to the Company's spare job system:

1. The purpose of the Company's spare job system is as follows:

- (a) to provide training and potential for advancement
- (b) to fill vacancies for vacations, leave-of-absence, sickness, accidents and where the incumbent employee is not available. In the case of vacancy due to long term absence, the Company's present practice will be followed.

2. The following will apply in so far as it is practicable for the Company to do so, consistent with the efficient operation and production of the Plant.

- (a) the procedures for spare job postings will be subject to Article 10.07 of the Collective Agreement as well as to the posting of the successful job applicant. The Company,

however reserves the right to cancel the posting with **reasons** of cancellation being given to the Union.

- (b) applicants will be selected by the Company under the terms and conditions of Article 10.03.
- (c) the successful applicant will be trained as determined by the Company and will be assigned for such training within a reasonable period of time. An employee shall not be trained for more than one spare job until one (1) year has passed from the date of the last spare posting and the employee has not been successful in obtaining a permanent job. Upon completion of the training, such applicant will be returned to his previous job.
- (d) an employee qualified as a spare under the system, may only hold a spare job for a period of one (1) year from the date of successful completion of training, or from the date of completion of successful retraining, or from the date he last worked as a spare, whichever is the later date.
- (e) no employee qualified as a spare can hold more than one (1) spare position at any time; except that where there are no suitable applicants subject to Article 10.03 or there are no applicants, the Company will assign an employee to the spare job.
- (f) an employee qualified as a spare under the system will not be permitted to use his qualifications as a spare to displace an incumbent employee on the job for which the spare is

qualified during a reduction of the work force as a result of a work shortage.

- (g) When a scratch vacancy occurs the Company will offer the initial overtime to the other incumbent(s) for the first day of absence. This will be continued for the balance of the scheduled week unless there is a qualified spare available on shift. The qualified spare will be used as long as no overtime is incurred.
 - (h) A successful applicant for a spare job posting must work in the department requiring the spare and the vacancy under the following conditions of this Article. If an employee moves from the department he must resign the spare position. There will be one (1) spare position for each job except in the following areas. There will be two (2) spare positions (two (2) shift operation) for each job in Shipping, Storage and Cranes. In a three (3) shift operation a third spare will be added for each job. The Company agrees to provide the Union with an updated list of the incumbent employees in each job as well as the spare for each job as soon as possible, and thereafter, every six (6) months.
3. A qualified employee is an employee who has:
- (i) worked on a job through a permanent posting,
or

(ii) worked as a spare within a one (1) year **period.**

DATED AT MISSISSAUGA, this 6th day of May,
1992

SAMUEL, SON & CO., LIMITED

The foregoing is hereby acknowledged and
agreed to on behalf of The United Steelworkers of
America.

United Steelworkers of America
1291 Matheson Blvd. E.
Mississauga, Ontario
L4W 1R1

May 6, 1992

Attention:

Dear Sirs:

This will confirm the understanding of the parties with respect to the duration of the Collective Agreement dated the 6th day of May, 1990, concerning the following:

In the event a new job classification is established by the Company, the Company will estimate the hourly wage rate for such new classification and shall advise the Union. The parties will meet and discuss the hourly wage rate for such new classification. If the hourly wage rate is unsatisfactory to the Union, a grievance may be lodged with the Company under the Collective Agreement within a period of seven (7) working days from the date the hourly wage rate for the new job classification is established by the Company. The hourly wage rate for the new job classification shall remain in effect unless changed by mutual agreement of the parties or by the decision of a Board of Arbitration.

It is agreed the powers of the Arbitration Board should be limited to determining whether or not such hourly wage rate has been impro-

erly classified or grouped as a result of inconsistent application of the job evaluation techniques as established by the Company and/or does not bear proper relationship to the undisputed classifications or groupings under the Collective Agreement.

DATED AT MISSISSAUGA, this 6th day of May, 1992.

SAMUEL, SON & CO., LIMITED

The foregoing is hereby acknowledged and agreed to on behalf of The United Steelworkers of America.

United Steelworkers of America
1291 Matheson Blvd. E.
Mississauga, Ontario
L4W 1R1

May 6, 1992

Attention:

Dear Sirs:

This will confirm the understanding of the parties with respect to the duration of the Collective Agreement dated the 6th day of May, 1990, that the Company and the Union agree that those employees whose rates are red-circled as of June 26th, 1985 shall receive only the general increase as set forth in Schedule I(A) and I(B) asset out in the Collective Agreement.

DATED AT MISSISSAUGA, this 6th day of May, 1992.

SAMUEL, SON & CO., LIMITED

The foregoing is hereby acknowledged and agreed to on behalf of The United Steelworkers of America.

United Steelworkers of America
1291 Matheson Blvd. E.
Mississauga, Ontario
L4W 1R1

May 6, 1992

Attention:

Dear Sirs:

This will confirm the understanding of the parties with respect to the duration of the Collective Agreement dated the 6th day of May, 1990, with respect to the Humanity Fund.

The Company agrees to deduct from the employee's weekly pay each week, the sum of .1 cent per hour for all regular hours worked and to allocate the sum so deducted to the "Humanity Fund" and to forward payment to the U.S.W.A. National Office once each calendar quarter. The Company shall advise the "Humanity Fund" at its Toronto Office and the Local Union that such payment has been made, the amount of such payment and the names and addresses of all employees in the bargaining unit on whose behalf such payment has been made.

The first Humanity Fund deducted shall be made commencing in the pay period of the week of May 11, 1987.

It is understood and agreed that participation by an employee in the program of deductions set forth above may be discontinued by any employee by written notification by the employee

to the Company and the Local Union of his desire to discontinue such deductions.

The Union agrees to indemnify the Company and save it harmless for any and all claims which may be made against it by an employee or employees for amounts deducted from wages as provided above.

DATED AT MISSISSAUGA, this 6th day of May, 1992.

SAMUEL, SON & CO., LIMITED

The foregoing is hereby acknowledged and agreed to on behalf of The United Steelworkers of America.

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United Steelworkers of America
1291 Matheson Blvd. E.
Mississauga, Ontario
L4W 1R1

May 6, 1992

Attention:

Dear Sirs:

This will confirm the understanding of the parties with respect to the duration of the Collective Agreement dated the 6th day of May, 1990, with respect to persons who have retired.

The Company will provide a paid up life insurance policy in the sum of three thousand dollars (\$3,000.00) effective May 6, 1991.

DATED AT MISSISSAUGA, this 6th day of May, 1992.

SAMUEL, SON & CO., LIMITED

The foregoing is hereby acknowledged and agreed to on behalf of The United Steelworkers of America.

United Steelworkers of America
1291 Matheson Blvd. E.
Mississauga, Ontario
L4W 1R1

May 6, 1992

Attention:

Dear Sirs:

This will confirm the understanding of the parties with respect to the duration of the Collective Agreement dated the 6th day of May, 1992, with respect to the Education Fund.

The Company and the Union agree to establish a fund for the purposes of Union Education.

The Education Fund (the "Fund") will be administered by the Local Union, and once per year, the Company may request a meeting with the Union to review the financial position and administration of the Fund.

Contributions to the Fund shall be made as follows: payable to the Financial Secretary of Local 6398 U.S.W.A.

- (a) Effective on the 6th day of May, 1992, the Company shall contribute three thousand five hundred dollars (\$3,500.00) to the Fund.
- (b) Effective on the 6th day of May, 1993, the Company shall contribute three thousand five hundred dollars (\$3,500.00) to the Fund.

It is understood however, that in the event a C.O.L.A. (Schedule III) is generated in the Agreement, the parties agree that the Company shall

retain one cent per hour worked as repayment to the Company for its contribution to the Fund on May 6, 1993 up to a maximum amount of thirty-five hundred dollars (\$3,500.00).

In the event that the Company has not been reimbursed in the amount of \$3,500.00 by May 5, 1994, the reimbursement shall be considered complete.

After the Company has been reimbursed in the amount of thirty-five hundred dollars (\$3,500.00), the amount of one cent per hour worked shall be deducted and allocated to the Fund, and shall continue beyond May 5, 1994.

Such deduction from the C.O.L.A. shall be made upon all hours worked only. Hours not worked although compensated in accordance with a specific provision of the Agreement and deemed to be hours worked for other purposes, shall not be considered to be hours worked for the purpose of this Fund.

It is clearly understood that this Fund is strictly an Education Fund, to be utilized for the Education of the employees of the Company as outlined above.

DATED AT MISSISSAUGA, this 6th day of May, 1992.

SAMUEL, SON & CO., LIMITED

The foregoing is hereby acknowledged and agreed to on behalf of The United Steelworkers of America.

United Steelworkers of America
1291 Matheson Blvd. E.
Mississauga, Ontario
L4W 1R1

May 6, 1992

Attention:

Dear Sirs:

This will confirm the understanding of the parties with respect to the duration of the Collective Agreement dated 6th day of May, 1990, with respect to Severance Pay.

Beyond the Government's current requirements, the Company agrees to pay any employee with more than one (1) year of service but less than five (5) years of service, and who is permanently laid off due to lack of work, one week's pay at his regular hourly rate for each year of service completed.

DATED AT MISSISSAUGA, this 6th day of May, 1992.

SAMUEL, SON & CO., LIMITED

The foregoing is hereby acknowledged and agreed to on behalf of The United Steelworkers of America.

United Steelworkers of America
1291 Matheson Blvd. E.
Mississauga, Ontario
L4W 1R1

May 6, 1992

Attention:

Dear Sirs:

This will confirm the understanding of the parties with respect to the duration of the Collective Agreement dated 6th day of May, 1990, with respect to vacation scheduling.

It is agreed that cases of hardship brought to the Company's attention as well as production emergencies during the scheduling of vacations will be discussed with the Union in an effort to reach a mutually satisfactory resolution.

DATED AT MISSISSAUGA, this 6th day of May, 1992.

SAMUEL, SON & CO., LIMITED

The foregoing is hereby acknowledged and agreed to on behalf of The United Steelworkers of America.

United Steelworkers of America
1291 Matheson Blvd. E.
Mississauga, Ontario
L4W 1R1

May 6, 1992

Attention:

Dear Sirs:

This will confirm the understanding of the parties with respect to the duration of the Collective Agreement dated 6th day of May, 1990, with respect to pension accrual for employees who are terminated under the Collective Agreement and who are covered by our Long Term Disability Plan.

Such employees, following their termination, will continue to accrue credited service in accordance with the current Pension Plan until they reach the age of 65, are deceased, recover from their sickness or illness or find alternate employment whichever occurs first. No other welfare plans apply following termination of employment.

DATED AT MISSISSAUGA, this 6th day of May, 1992.

SAMUEL, SON & CO., LIMITED

The foregoing is hereby acknowledged and agreed to on behalf of The United Steelworkers of America.

United Steelworkers of America
1291 Matheson Blvd. E.
Mississauga, Ontario
L4W 1R1

May 6, 1992

Attention:

Dear Sirs:

The Company will allow an employee to use five (5) days of vacation entitlement per year for sick leave, subject to review during the six month trial period May 6, 1992 through November 6, 1992.

DATED AT MISSISSAUGA, this 6th day of May, 1992.

SAMUEL, SON & CO., LIMITED

The foregoing is hereby acknowledged and agreed to on behalf of The United Steelworkers of America.

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