

Wages eff:
91-01-81

COLLE AGRE

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SOURCE	Union		
EFF.	91	03	17
TERM.	93	12	31
No. OF EMPLOYEES	100		
NOMBRE D'EMPLOYÉS	100		



Johnson Matthey

and



UNITED STEEL WORKERS Local 9046

Effective
March 17th, 1991 - December 31st, 1993



THIS AGREEMENT
made this 17th day of March, 1991

BETWEEN:

JOHNSON MATTHEY LIMITED,
(hereinafter referred to as "the Company")

-and-

UNITED STEELWORKERS OF AMERICA,
on behalf of Local 9046
(hereinafter referred to as "the Union").

SEP - 9 1992¹

07714(04)

ARTICLE 1

General Purpose

1.01 The purpose of this Agreement is, in the mutual interests of the Company and the employees, to establish orderly collective bargaining between the Company and the Union, and to establish the best possible working conditions as herein provided so as to develop and maintain, with the aid of the Union, a spirit of cooperation between the Company and its employees, and to further doing an effective job together of manufacturing good quality products, recognizing that the well-being of the Company and that of its employees depends upon the welfare of the business as a whole. It is the desire of the Company and the Union to provide full and efficient employment.

ARTICLE 2

Recognition

2.01 The Company recognizes the Union as the sole and exclusive collective bargaining agent for negotiating working conditions, hours of work, and wages on behalf of the bargaining unit, defined as "all employees of the Company employed in its present unionized plants in Metropolitan Toronto, the city of Mississauga and the city of Brampton, Ontario, save and except foremen, persons above the rank of foreman, office staff, salesmen, chemists and assayers, professional engineers and other similarly qualified personnel and their academically qualified staff assistants and the chief electrician" and the words "employees" or "employee" where used herein shall refer only to members of the bargaining unit unless the context otherwise requires. Where the context or circumstances require, the words he, his, him shall read as she, hers, her.

2.02 In the event that the Company acquires any new plant in Metropolitan Toronto, the city of Mississauga or the city of Brampton excluding any present non unionized plant, the Company will recognize and negotiate with the Union as to the terms of a collective agreement reasonable and appropriate to the location, provided the Company is not barred from doing so by law.

2.03 The Company will supply the Union with a list of employees, acting in a supervisory capacity, and will indicate by appropriate job titles the nature and extent of their authority. The Company will supply the Union with a list of lead hands.

ARTICLE 3

Work by Employees Not in Union

3.01 An employee whose regular job is not in the bargaining unit shall not perform duties that are normally performed by an employee in the bargaining unit; nevertheless, such an employee shall be in no way restricted in the performance of work involving instruction, experimenting, or emergencies when a qualified employee is not available. The Company will notify the acting President of the performance of such experimental work.

ARTICLE 4

Management Rights

4.01 The Union acknowledges that it is the exclusive function of the Company to:

- a) maintain order, discipline, and efficiency,
- b) hire, discharge, transfer, promote, demote or discipline employees, provided that a claim of discriminatory promotion, demotion, or transfer, or a claim that an employee has been discharged or disciplined without reasonable cause, may be the subject of a grievance, and dealt with as hereinafter provided,
- c) generally to manage the industrial enterprise in which the Company is engaged, and without restricting the generality of the foregoing, to determine the number and location of plants, the products to be manufactured, methods of manufacturing, schedules of production, kinds and locations of machines and tools to be used, processes of manufacturing and assembling, the engineering and designing of its products, and control of materials and parts to be incorporated in the products produced.

ARTICLE 5

Union Membership

5.01 All present employees of the Company who are now members, or who may become members, of the Union shall remain members of the Union in good standing for the duration of this Agreement.

5.02 As a condition of employment, all new employees shall become members of the Union by the end of their probationary periods (see Article 17, Seniority) and remain members of the Union in good standing.

5.03 The Company is under no obligation to dismiss an employee because of expulsion from the Union.

ARTICLE 6

Check-Off

6.01 All present employees, whether members of the Union or not, shall have dues or an equivalent amount deducted weekly for the duration of the Agreement.

6.02 All new employees shall have the initiation fee deducted from ~~their~~ pay immediately after the completion of their probationary periods (see Article 17, Seniority) and monthly dues deducted from the first pay ~~periods~~ of each month thereafter for the duration of this Agreement.

6.03 The Union shall notify the Company, in writing, the amount of the initiation fee and the amount of the weekly dues, as at date of ratification and whenever such amounts change during the term of this Agreement.

6.04 All monies so deducted shall be forwarded to the International Treasurer and a list of employees whose dues and initiations have been so deducted shall be forwarded to the Treasurer of Local 9046.

6.05 It is mutually agreed that when an employee has no pay to his credit during the regular deduction period, the responsibility for collection of Union dues for such period rests solely with the Union. The Union shall be notified of all employees who **do** not have pay credits during the deduction period.

ARTICLE 7

No Discrimination

7.01 The Company and the Union agree that there will be no discrimination, interference, intimidation, restraint or coercion exercised or practised upon employees of the Company because of membership or non-membership in the Union. Employees shall not be subject to prejudice, discrimination or intimidation because of presenting grievances for themselves or other employees. The Company and the Union agree that there shall be no discrimination against any employee because of race, creed, sex, colour, or national origin.

ARTICLE 8

Stewards and Grievance Committee and Negotiating Committee

8.01 The Company acknowledges the right of the Union to appoint, elect or otherwise select stewards to assist employees in presenting their grievances to representatives of the Company. The Union shall inform the Company, in writing, of the names of such shop stewards.

8.02 The Union has the right to appoint up to 7 stewards to represent employees as follows:

Cast Bars & Melting	1
Heat Treat, Jewellery Fabrication, Industrial Fabrication & Platinum	1
Mint	1
Contact Toolroom, Building, Maintenance & Shipping & Receiving	1
Sweeps, Gold & Silver Refinery	1
Designated 2nd Shift	1*

* To be designated by President when no steward is scheduled for off shift.

8.03 The Union undertakes to make every effort to select stewards from the departments represented.

8.04 The Grievance Committee shall be the President of the Local, the Chairman of the Grievance Committee and the employee's Departmental Steward only if he is present for each step of an employee's grievance.

8.05 a) Each member of the Grievance Committee who would otherwise be scheduled to work on the regular day shift shall be paid at his regular hourly rate for time spent on grievances in meetings with the Company during his normal working hours only.

b) Each member of the Negotiating Committee will be paid 8 hours' pay, at his regular hourly rate, for each day in which he meets with the Company Negotiating Committee from the ninetieth day prior to the expiry date of the Collective Agreement up to, but not including, conciliation or any post conciliation meetings, provided such day was a day for which he was normally scheduled to work.

c) Each member of the Grievance Committee who would otherwise be scheduled to work on the second or third shift shall be paid:

i) at his regular hourly rate and the applicable shift premium for time spent in such meetings with the Company during his normal working hours, and

ii) at his regular hourly rate for time spent in such

meetings with the Company between 7:30 a.m. and 4:00 p.m.

For the purposes of the overtime provisions of this Agreement, only the hours covered by (i) above shall be counted as hours worked.

8.06 At the request of either party a paid official of the U.S.W.A. shall assist in negotiations or in the resolving of any grievance that may arise.

8.07 The Union acknowledges that stewards, members of committees and the union officers who are employees of the Company have regular duties to perform on behalf of the Company, and the Union agrees that such persons will not leave their regular duties without obtaining the permission of their foremen or immediate supervisors and when resuming their regular duties they will report to their foremen or immediate supervisors and will give any reasonable explanation which may be requested with respect to their absence.

8.08 The Negotiating Committee shall be limited to five (5) members plus the paid official of the U.S.W.A.

8.09 During the term of this agreement, the Negotiating Committee comprised of 5 members of the Union plus the paid official of the U.S.W.A. will negotiate on behalf of the bargaining unit all Amendments and other Memoranda of Agreements which shall be subject to ratification by the bargaining unit.

ARTICLE 9

Seniority For Union Executives and Stewards

9.01 Notwithstanding the seniority provisions outlined elsewhere in this Agreement, Union Executives shall have the top seniority in the bargaining unit and shall be the last to be laid off and first to be recalled so long as this does not prevent the Company from maintaining a working force of employees who are qualified and willing to do the work which is available, provided that no Union Executive who has less than one year's seniority shall have the right of such preferential seniority.

9.02 The term "Union Executives" where used in this Article shall mean President Vice President Grievance Committee Chairman Financial Secretary Recording Secretary Treasurer Their preferential seniority relative to one another shall be in the order listed with the President having the greatest.

9.03 Notwithstanding the seniority provisions outlined elsewhere in this Agreement, Health & Safety Committee members and Union Stewards shall have the next highest seniority

after Union Executives and shall be the last to be laid off and the first to be recalled to the department or to the shift they represent so long as this does not prevent the Company from maintaining a working force of employees who are qualified and willing to do the work which is available, provided that no Health & Safety Committee member or Union Steward who has less than one year's seniority shall have the right of such preferential seniority.

ARTICLE 10

Plant Visit by Union Representative

10.01 An officer or representative of the U.S.W.A. shall, upon request of the Local to the Company, be admitted to the plant during working hours, accompanied by a representative of the Management and a representative of the Union, for the purpose of ascertaining whether or not this Agreement is being observed, by both parties or for assisting in the settlement of grievances. On such occasions, the Union representatives will be allowed to confer privately when necessary for a reasonable period of time.

ARTICLE 11

Grievance Procedure

Any grievance by an employee arising from the interpretation, application, administration or alleged violation of this agreement, including any question as to whether a matter is arbitrable shall be taken up as follows:

Step 1

An employee having a grievance should immediately present his grievance in writing to his departmental foreman and shall have the assistance of his departmental steward in the formulation of his grievance if he so desires.

The grievance shall be presented in a private meeting of such an employee, or in the event an employee designates his departmental steward to represent him, an employee's departmental steward and his foreman with a view to resolving the grievance to the grievor's satisfaction.

This meeting will exclude Union and any other Company representative when the grievor lodges his grievance personally. This meeting will exclude the grievor and any other Union or Company representative when the complaint is lodged by the departmental steward.

The foreman shall, within three full working days or other such mutually agreed time from receipt of the grievance, give an answer in writing, and copies of the answer shall be given to the employee presenting the grievance, the Grievance Committee and the Plant Manager or designated representative;

If the grievance is settled to the satisfaction of employee concerned, the resolution of the grievance is deemed to be made without prejudice and will not have a precedent setting effect on the parties who are bound by this Collective Agreement.

Step 2

If the grievance is not settled to the satisfaction of the employee concerned, it shall be referred to the Plant Manager or his designated representative and to the Grievance Committee within 5 working days or other such mutually agreed time from the date of the foreman's reply.

The Plant Manager or his designated representative shall hear the grievance in a meeting with the grievor and the Grievance Committee within 5 working days or other such mutually agreed time, from his receipt of the grievance. An answer shall be given to the Grievance Committee in writing within five full working days, or other such mutually agreed time, from the date of such meeting;

Step 3

If the grievance is not settled to the satisfaction of the employee concerned, it shall be referred to the President of the Company, or his designated representative within 5 working days or other such mutually agreed time from the date of the Plant Manager's (or his designate's) reply.

The President or his designated representative will review the Grievance and an answer shall be given in writing within five full working days, or other such mutually agreed time, to the Grievance Committee;

If it is still not settled satisfactorily, it may be referred to arbitration as outlined in Article 14, and the decision of the Board of Arbitration shall be final and binding on both parties;

11.02 Grievances shall be stated on grievance forms as supplied by the

Union, and shall be made out in triplicate.

11.03 It is understood and agreed that if a grievance is not lodged or progressed to the next step in the time frame outlined above, including a mutually agreed date, then the grievance is deemed to be abandoned and not arbitrable. Conversely, if a

reply is late at any step, including a mutually agreed date, then the grievance succeeds in favour of the grieving party.

ARTICLE 12

Company Grievances

12.01 It is understood that the Company may bring forward, at any meeting held with the employees' Grievance Committee, any complaint consistent within the provisions of the Agreement with respect to the conduct of the Union, its members, officers, committeemen, or stewards, and that if such complaint by the Company is not settled to the mutual satisfaction of the conferring parties, it may be treated as a grievance and be referred to arbitration in the same way as the grievance of an employee.

ARTICLE 13

Policy Grievance

13.01 An allegation by the Grievance Committee that this Agreement has been violated or misinterpreted by the Company shall be described as a policy grievance and may be filed by the Grievance Committee at the third step of the Grievance Procedure but only within a period of ten working days from the date on which the alleged instance of violation or misinterpretation occurred. Such policy grievance shall state what article (or articles) was (were) allegedly violated.

13.02 It is agreed that the foregoing shall not be used to bypass the regular Grievance Procedure, if the issue could have been the subject of a grievance of an employee.

ARTICLE 14

Arbitration

14.01 Any grievance which cannot be resolved between the Company and the Union, shall be submitted to arbitration, and the request for such arbitration must be made within fifteen (15) working days of the receipt of the answer under Step 3 of Article 11, or the grievance shall be abandoned. When either party requests that a grievance be submitted to arbitration, they shall make such request in writing, addressed to the other party to this Agreement.

14.02 Within five (5) working days thereafter, the two parties shall select by agreement an Arbitrator.

14.03 No person may be selected as an Arbitrator who has been involved in an attempt to negotiate or settle the grievance.

14.04 The parties will jointly bear the expenses of the Arbitrator, if any.

14.05 The Arbitrator shall not be authorized to make any decision inconsistent with the provisions of the Agreement or to alter, modify or amend any part of this Agreement.

14.06 The proceedings of the Arbitration hearing will be expedited by the parties hereto, and the decision of the Arbitrator will be final and binding upon the parties hereto.

14.07 At any stage of the Grievance Procedure, including arbitration, the conferring parties may have the assistance of the employee or employees concerned and any necessary witnesses, and, with the permission of the Company, all reasonable arrangements will be made to permit the conferring parties to have access to the plant to view disputed operations and to confer with the necessary witnesses. Such permission, however, will not be unreasonably withheld.

ARTICLE 15

Discharge and Discipline

15.01 The word "employee" in this article means a member of the bargaining unit who has the right to grieve on discharge.

15.02 An employee shall be discharged only for just cause. A claim by an employee that he has been unjustly discharged from his employment shall be treated as a grievance if a written signed statement of such claim is lodged with the Company within five (5) working days after the employee ceases to work for the Company.

15.03 When an employee is discharged, suspended or warned to such an extent that the warning is to be placed on the employee's record, he shall have the right to have present or not to have present his steward or an officer of the Union. If the employee so requests, the employee and steward or officer shall be allowed a reasonable time in private discussion before the employee leaves the premises on discharge or suspension.

15.04 When an employee opts not to have a union representative present when he is disciplined or discharged, a company representative shall advise the departmental steward of the employee as follows:

- a) when a verbal warning is given, the Company will give the departmental steward a copy of file notation of same within one regular working day
- b) a copy of any letter of confirmation of reprimand, suspension or discharge shall be given to the Chair-

man of the respective grievance committee, after a full investigation but not later than 5 working days.

15.05 An employee who has attained seniority and who fails to qualify for bonding or who fails to continue to qualify for bonding by the Bonding Company for security reasons may have his employment terminated but such termination may be the subject of a grievance under Article 15 of the Agreement.

ARTICLE 16

No Strikes or Lockouts

16.01 The Management agrees that it will not cause or direct any lockout of its employees and the Union agrees that it will not cause, direct or sanction any strikes, slowdowns, which will interfere with production, for the duration of this agreement.

ARTICLE 17

Seniority

17.01 A new employee will serve a two tiered probationary period as follows:

a) A new employee will be on probation for the first sixty calendar days of employment

and

b) A further thirty calendar days for discharge for security clearance reasons only.

17.02 If an employee's continuous employment is interrupted by lay-off for lack of work during the probationary period, that employee shall retain credit for the service accumulated up to the time of lay-off so that if he is rehired within six (6) months for substantially the same type of work, he shall be obliged to serve only the remaining portion of the probationary period before attaining seniority status. In each such case, the employee's seniority date shall be 60 calendar days prior to the completion of his probationary periods.

17.03 Recognizing that new employees are on probation, it is agreed that there will be no recourse to the grievance or arbitration procedures by them or on their behalf on matters pertaining to their lay-off or discharge during their probationary period.

17.04 There shall be one seniority list of employees who have passed their probationary periods and work in Refining as of January 1, 1991 and there shall be a separate seniority list of employees who have passed their Probationary periods and work in Products as of January 1, 1991.

A combined seniority list will be established, comprised of those employees who as of January 1, 1991 were on recall or were subsequently hired or who for a period of 6 consecutive months, occupy a job on the Refining seniority list in the case of a Products employee or conversely, occupy a job on the Products seniority list in the case of a Refining employee.

Such seniority lists shall be given to the Union following the signing of this Agreement and revised lists shall be given to the Union every 4 months thereafter. Such seniority lists shall show the job classification of each employee.

17.05 Seniority shall cease and the employee's employment relationship terminated if;

- a) An employee voluntarily quits;
- b) An employee, who has successfully completed his 60 days of probation, **and** is discharged for cause and cause is not reversed through grievance procedure;
- c) Seniority ceases under the provisions of Article 19;
- d) An employee is laid off and not recalled within the period for which seniority is preserved as outlined in Article 20.
- e) An employee is transferred from the bargaining unit.

ARTICLE 18

Layoffs

18.01 When it is necessary to reduce the working force of employees in the event of a temporary layoff (which shall mean a lay-off extending up to 5 consecutive working days), seniority of the employees on the shift within the department affected by the work shortage will be the governing factor so long as it does not prevent the Company from maintaining a working force of employees who **are** qualified to do the work which is available.

Such temporary layoffs shall not affect any employee more **than** once in a period of 12 consecutive months.

18.02 When it is necessary to reduce the working force of employees for an indefinite period, employees qualified to apply their juniority rights will be laid off prior to the application of plant wide seniority (which shall mean seniority standing of **an** employee on the seniority list, on which his name

appears) which will then be the governing factor for employees with 6 months or more seniority as long as it **does** not prevent the Company from maintaining a workforce of employees who are qualified to do the work which is available. Employees with less than six months' seniority in Groups IT and 4T may apply their seniority only within their own department and such employees will not have the right to displace employees in other departments regardless of relative seniority, except as provided below.

An employee whose name appears on the Refining seniority list shall not have bumping rights to a job occupied by an employee whose name appears on the Products seniority list - and vice versa; however, an employee whose name appears on either seniority list has rights to bump to only one job appearing on the bottom of the combined seniority list with options as outlined in 18.04.

An employee with seniority who has no previous experience in trainee work in Group IT or 4T is deemed qualified to displace a trainee in the corresponding IT or 4T Group who has less than 6 months of active employment in the Company provided the employee can perform what was expected of the trainee to be displaced.

18.03 For the purposes of 18.01 and 18.02, the list of separate departments for the Refining seniority **list** is:

- 1) Sweeps and Melting
- 2) Silver Refinery
- 3) Gold Refinery

For the purposes of 18.01 and 18.02, the list of separate departments for the Products seniority list is:

- 1) Cast Bars & Melting
- 2) Industrial Fabrication, Jewellery Fab. & Heat Treat
- 3) Mint
- 4) Platinum
- 5) Contact
- 6) Toolroom
- 7) Maintenance
- 8) Building
- 9) Shipping & Receiving

Changes to the above lists will be made if additions or re-organization make it necessary. The Company shall notify the Union, in writing, of any additions or changes.

18.04 An employee displaced as a result of the application of the above seniority provisions may, but only by submitting the

prescribed form to the Company within one working shift of receiving notice of his displacement, elect to be laid off rather than accept another job in a job classification which appears in (a) or (b) or (c) below. It is understood and agreed that only one job will be offered to him.

- a) a group below the job classification he is vacating or
- b) a group above the job classification he is vacating or
- c) the same group as the job classification he is vacating which bears a higher or lower job rate.

Before an employee elects to take the job offered as outlined above, which is held by a more junior employee, the Company will explain to the employee in the presence of the steward of the department or an official of the Union what will be required of him in the new job and what the working conditions will be and if requested to do so by the employee, will show the employee the job and the working conditions. The employee is then to decide, within one (1) full working day whether to displace the incumbent or elect lay-off, with the understanding that having once exercised his option as outlined above and having displaced a more junior employee, he must meet the requirements of the job classification. Neither the employee nor the Company can reverse the decision.

However, should he elect to be laid off, he will be recalled only when the first of the following jobs becomes available:

- i) work in the job classification from which he was laid off or
- ii) work in any job classification in the trainee group corresponding to the group from which he was laid off.

18.05 In the event of a lay-off, employees shall, whenever possible, receive 7 days' written notice of lay-off, a copy of which will be given to the Union and will show the employees' names and addresses.

18.06 The parties agree in the event of an indefinite layoff involving plant wide seniority, that an employee affected by the work shortage will displace the employee with the least seniority in his group appearing on the same or the combined seniority list provided that the Company can maintain a working force of employees qualified to do the work available. Such a displaced employee will be offered only one job appearing on the bottom of the same or the combined seniority list with option outlined in 18.04.

18.07 Juniority rights are defined as the prerogative of an employee who:

1. has reached his sixtieth year and whose age and years of seniority adds to 75 or more,
2. has signed and filed with Personnel an irrevocable one-time option form to be laid off,

is to be next laid off according to his seniority, with the priority going to such an employee with the greatest seniority.

18.08 When an employee, who has exercised his juniority **right**, requests retirement while laid off, he shall be entitled to the conditions of the "the window" referred to in the letter of agreement signed by the parties as Appendix D. The Company agrees to cover such an employee for dental insurance coverage until he reaches his 65th year.

Article 19

Recalls

19.01 An employee who accepted work in a higher or lower classification rather than lay-off, will be transferred to work available in his former group prior to recalling any employees to that group.

19.02 In recalling employees to work after a lay-off, they shall be recalled in inverse order to that in which they were laid off. That is, the last employee laid off shall be the first to be recalled so long as this does not prevent the Company from maintaining a working force of employees who are qualified and willing to do the work which is available.

19.03 All laid off employees, who are still retained on the combined Seniority list at the time of their recall, will be recalled or given the opportunity to accept the work available by registered mail sent to the employee's address, last notified to the Company. Such employees shall notify the Company of their intention to return within 4 working days from the mailing of the notice of recall. Having notified the Company of their intention to return, they shall report for work within 7 days from the mailing of the notice of recall, unless prevented from so doing by unusual circumstances in which case the Company shall have the option of extending the time limit. Union to receive copy of recall notice.

19.04 An employee who is laid off and who had no opportunity to exercise an option as outlined in Article 18.04 will be offered recall when there is a vacancy. Such an employee may elect to remain on lay-off rather than accept another job in a job

classification which appears in (a) or (b) or (c) below. It is understood and agreed that only one job will be offered to him.

- a) a group below the job classification he vacated or
- b) a group above the job classification he vacated or
- c) the same group as the job classification he vacated which bears a higher or lower job rate.

Before an employee elects to remain on lay-off as outlined above, the Company will explain to the employee in the presence of the steward of the department or an official of the Union what will be required of him in the new job and what the working conditions will be and if requested to do so by the employee will show the employee the job and the working conditions. The employee is then to decide, within the 4 working days referred to in 19.03 above, whether to fill the vacancy or elect to remain on lay-off, with the understanding that having exercised his option as outlined above and having filled the vacancy, he must meet the requirements of the job classification. Neither the employee nor the Company can reverse the decision.

However, should he elect to remain on lay-off, he will be recalled only when the first of the following jobs becomes available:

- i) work in the job classification from which he was laid off
- ii) work in any job classification in the trainee group corresponding to the group from which he was laid off.

19.05 Employees who do not fulfil all of the requirements of 19.03 and 19.06 will be immediately struck from the combined seniority list.

19.06 An employee will be recalled to a vacancy in his own job group or, if he had not exercised an option upon being laid off, given the opportunity to accept work in a higher or lower job group vacancy, based on his relative seniority on the combined seniority list provided; however, that such recall did not prevent the Company from maintaining a working force of employees qualified to do the work available. It is understood that the Company would review any incident of recalling out of seniority order with the President of the Local prior to effecting such recall. Any allegation that the Company acted in an arbitrary or capricious manner, may be the subject of a grievance as provided for in Article 11.

ARTICLE 20

Lay-Off Seniority

20.01 Employees who are laid off will be retained on the Company's seniority list for a definite period depending on the length of seniority at the time of lay-off, but not longer than the time shown in the following table:

- a) Employees with less than 6 months' seniority - time equal to his accumulated seniority
- b) Employees with more than 6 months' seniority - 18 months.

ARTICLE 21

Job Posting

21.01 Where in the judgement of the Company there is a vacancy arising in Group I A or 5 that must be filled for a period in excess of two months, the Company will post a notice of each such vacancy on the Company bulletin board for a period of 3 working days. Applications to be considered must be filed with the Company within 4 working days from the posting of the notice.

21.02 The following conditions will apply:

1. Generally, only applications from employees for whom the transfer would be a promotion will be considered. However, applications from employees for whom the transfer would be a demotion will be considered provided such an applicant if transferred to the posted job will be barred from applying to any posting and requesting transfer for the 12 months following the date of such transfer.
2. Only the applications from employees with twelve months or more of seniority will be considered.
3. Applicants shall be assessed firstly on the basis of their seniority, and then on skill, experience, ability, previous record with the Company and physical capability.
4. If an employee who is transferred does not, or appears likely not to, establish that he is qualified to perform the job to which he has been transferred within 10 working days, he shall return to the job which he previously occupied. It is agreed that the Company will not exercise its judgement in an arbitrary or capricious manner and any allegation

that the Company has so acted may be the subject of a grievance as provided for in the Grievance Procedure.

5. The Company may temporarily fill a vacancy with any employee until such time as a decision regarding the filling of the job vacancy has been made. The Company will announce its decision within 14 working days of the posting of the notice.
6. If there is no suitable applicant for the filling of the vacancy then the Company may assign the job to some suitable employee or hire a new employee for the job.

ARTICLE 22

Request For Transfer

22.01 Any employee may file a request for transfer with the Personnel Office for any job classification in Group 1, 2, 3 or 4 provided he has completed 12 months of employment. The company will provide a copy of such request to the President of the Union.

22.02 An employee whose name appears on a notice of lay-off may not file an application for transfer between the date of publication and the effective date of the lay-off, however, such an employee may file a request for transfer for application of Article 27.02.

22.03 Prior to recalling a qualified employee, hiring a new employee or assigning another employee, a declared vacancy of 60 days or longer, shall be filled by an able employee with the greatest seniority, whose name is registered on the respective job classification transfer list. Such an employee shall be subject to a **trial period** of up to, but not in excess of 30 days. Such a declared vacancy will be published on a weekly basis.

If such an employee does not exhibit the ability to become qualified to perform the job available, in a reasonable period of time, he shall be returned to the job which he previously occupied. The Company will not exercise its judgement in an arbitrary manner.

22.04 The employee selected to fill the vacancy shall be guaranteed the following corresponding rate of pay:

- a) when transferred to a job classification in the group above the group he previously occupied - the rate progression as outlined in the appropriate section of item 3 of the Addendum, however, only one-half of

the periods of active employment will be required to be served by him.

- b) when transferred to a job classification in the group below the group he previously occupied - the job rate of the job classification to which he transferred.
- c) when transferred to another job classification in the same group he previously occupied - his personal rate upon successful completion of the trial period. During the trial period he shall be guaranteed his previous level of guaranteed rate.

ARTICLE 23

Wages

23.01 a) Appendix "A" attached, becomes effective January 1, 1991.

The regular hourly rate of an employee on the payroll January 1, 1991, will receive an increase in regular hourly rate as follows, according to his job classification on January 1, 1991.

Group 1A

Tool & Die Maker	57 cents
Maint. Electrician	49 cents
Millwright	49 cents
Toolroom Grinder	48 cents
Maint. Mechanic	46 cents
General Machinist	46 cents
Bimetal Rivet Spec.	45 cents
Apparatus Craftsman	45 cents
Gauze Weaver	45 cents
Mint Craftsman	45 cents

Group 1

Setter/Operator	Job Rate 43 cents	Min. Rate 38 cents
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Group 1T

Setter/Operator Trainee	36 cents
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Group 2

Shipper/Receiver	Job Rate 43 cents	Min. Rate 38 cents
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Building Maint.

Person	Job Rate 43 cents	Min. Rate 38 cents
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Group 3

Janitor	Job Rate 40 cents	Min. Rate 36 cents
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Group 4

Contact

Assembler	Job Rate 37 cents	Min. Rate 33 cents
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Mint Assembler	Job Rate 37 cents	Min. Rate 33 cents
Group 4T		
Contact Assembler		
Trainee	33 cents	
Mint Assembler Trainee	33 cents	
Group 5		
Apprentice Classification	35 cents	
Learner Classification	35 cents	

- b) All employees on the Johnson Matthey Limited payroll on January 1, 1991, shall each receive 100 shares of Johnson Matthey stock.

23.02 Effective January 1, 1992 a one time Pay Equity adjustment will increase the Group 4 Job Rate, Minimum Rate and Trainee Rate equal to the corresponding rates of Group 3 as published in Appendix "A".

23.03 Appendix "B" attached becomes effective January 1, 1992. The regular hourly rate of an employee on the payroll January 1, 1992, will receive an increase in regular hourly rate as follows, according to his job classification on January 1, 1992.

Group IA	
Tool & Die Maker	97 cents
Maint. Electrician	85 cents
Millwright	85 cents
Toolroom Grinder	82 cents
Maint. Mechanic	80 cents
General Machinist	80 cents
Bimetal Rivet Spec.	77 cents
Apparatus Craftsman	77 cents
Gauze Weaver	77 cents
Mint Craftsman	77 cents

Group 1		
Setter/Operator	Job Rate 73 cents	Min. Rate 65 cents

Group II	
Setter/Operator Trainee	62 cents

Group 2		
Shipper/Receiver	Job Rate 73 cents	Min. Rate 65 cents
Building Maint.		

Person	Job Rate 73 cents	Min. Rate 65 cents
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Group 3		
Janitor	Job Rate 69 cents	Min. Rate 62 cents

Group 4

Contact

Assembler	Job Rate 69 cents	Min. Rate 62 Cents
Mint Assembler	Job Rate 69 cents	Min. Rate 62 cents

Group 4T

Contact Assembler

Trainee	62 cents
Mint Assembler Trainee	62 cents

Group 5

Apprentice Classification	60 cents
Learner Classification	60 cents

23.04 Appendix "C" attached becomes effective January 1, 1993.

The regular hourly rate of an employee will be increased by the increase in the appropriate Trainee, Minimum or Job Rate of the job classification in which he is classified January 1, 1993, over the corresponding Trainee, Minimum or Job Rate appearing in Appendix "B" of this new Collective Agreement.

ARTICLE 24

Lead Hands

24.01 An employee designated as a lead hand prior to November 20, 1968 shall be guaranteed his rate of pay, which shall be recognized as including lead hand premium, provided

1. He remains in his job classification,
- and
2. He performs lead hand duties whenever he is required to do so.

24.02 An employee promoted to lead hand, during the life of this Agreement shall receive a 35¢ per hour premium above his current rate of pay as long as he is designated lead hand.

ARTICLE 25

Hours of Work

25.01 Generally, the regular hours of work of the day shift shall be scheduled, Monday to Friday inclusive, according to the following schedule:

6:00 a.m. - 2:30 p.m.: Building, Maintenance & Refining
Melting

6:30 a.m. - 3:00 p.m.: Mint, Contact, Toolroom, Building & Maintenance

6:45 a.m. - 3:15 p.m.: Platinum, Jewellery & Industrial Fab.

7:00 a.m. - 3:30 p.m.: Sweeps

7:30 am. - 4:00 p.m.: Maintenance, Gold Refinery, Silver Refinery, Refining Melting & Shipping & Receiving

8:00 a.m. - 4:30 p.m.: Shipping & Receiving

25.02 Generally the regular hours of work of the second shift shall **start** between the hours of 2:00 p.m. and 5:00 p.m. and finish eight and one-half hours later.

25.03 Generally the regular **hours** of work of the third shift shall **start** between the hours of 10:00 p.m. and 1:00 a.m. and finish eight and one-half hours later.

25.04 The Company and the Union mutually agree that **start-**ing times, be they flex or staggered **start**, will be scheduled in the interest of meeting customer requirements and efficient production. Changes to the above schedule may be changed by the mutual agreement of the Company and the Union.

25.05 Notwithstanding the above, the Company will alter starting times as required to control the flow of employees exiting the secured **area**. The Company will advise the Union of changes to starting times before they are made and meet with the Union Negotiating Committee, on a quarterly basis to review the concerns of either party.

25.06 An unpaid eating period will be taken midway through the shift and employees required to shower or wash up, (i.e. employees in Sweeps, Gold Refinery, Silver Refinery, Melting, Wire Extrusion and all maintenance operations) will leave their work areas 10 minutes prior to the end of their respective shift; whereas, those not being required to do so, may leave their work areas 5 minutes prior to the end of their respective shift.

25.07 The President, the Vice President, the Chairman of the Grievance Committee and a certified Safety Officer will be scheduled to the day shift.

ARTICLE 26

Overtime Rates

26.01 The rate of pay for authorized overtime shall be one and one-half times the employee's regular hourly rate.

26.02 All work **performed** on Saturday shall be at the rate of time and one-half for the first 4 hours worked. All work performed on Saturday beyond 4 hours shall be at the rate of double time except as otherwise provided in this Agreement. Shifts scheduled to begin on Friday and continue until Saturday shall be at the rate of straight time and shifts scheduled on

Saturdays in lieu of regular working days prior to and/or following the paid plant holidays observed during the Christmas-Neb Year's shut-down period and prior to and/or following Dominion Day shall be at the rate of time and one-half.

26.03 All work performed on Sundays shall be paid at double time, excepting shifts scheduled to begin on Sunday and continue until Monday.

ARTICLE 27

Overtime - General Provisions

27.01 The Company will pay overtime on a daily basis (i.e. for all hours in excess of 8 per day).

27.02 All overtime work will be on a voluntary basis but only with the understanding that employees will co-operate to the fullest in working overtime when it is necessary to do so. The Company also agrees, whenever possible, to give 24 hours' notice of overtime.

The Company agrees that in the allocation of required overtime, preference will be given;

- a) firstly to a qualified employee within the same job classification who normally performs the work.
- b) secondly to a qualified employee within the department
- c) thirdly to the most senior applicant on the request for transfer list to that job classification but at the applicable rate of pay as determined by 22.04.
- d) fourthly to a qualified employee in the same job group.
- e) fifthly to a qualified part-time student employee. Part-time student employees who normally work 24 hours per week or less are ineligible for any premium pay, monetary benefit or seniority provision of this agreement excluding the part-time student rate of pay.

27.03 An employee will receive \$7.00 supper money when he works in excess of one hour beyond the end of his regular shift and

he was notified of being scheduled to work such overtime during the same shift.

27.04 The Plant Manager will review, with the Chairman of the Grievance Committee, the distribution of overtime of the recent quarter, in response to any complaint registered to the

Chairman of the Grievance Committee. Any necessary adjustments to the distribution of available overtime will follow in the subsequent quarter.

ARTICLE 28

Paid Vacations

28.01 Each employee shall be entitled to vacation with pay **upon** completion of the required number of years of service. Service shall mean total service since the employee's seniority date. **To** qualify for one week or two weeks of vacation the employee must complete the required number of years of service by June 30th of the calendar year in which the vacation is taken. **To** qualify **for** three weeks, four weeks, five weeks or six weeks of vacation the employee must complete the required number of years of service by December 31st of the calendar year in which the vacation **is** taken.

28.02 Vacation entitlement shall be as follows:

Required Years of Service	Length of Vacation
For 1 year and under 5 years	2 weeks
For 5 years and under 12 years	3 weeks
For 12 years and under 20 years	4 weeks
For 20 years and under 30 years	5 weeks
For 30 years and over (commencing January 1, 1992)	6 weeks

28.03 When a paid plant holiday falls within the vacation **period** the employee shall receive **an** additional day's vacation with pay.

28.04 Employees upon leaving the employ of the Company, or being laid off, will be paid any pro rata vacation pay due them.

28.05 Employees who are entitled to vacation shall take same at a time or times satisfactory to the Company. The Company agrees to try to suit the convenience of the employees concerned. If an employee and the Company agree to the schedule of an employee's vacation by March 31, such scheduling may only be changed by mutual agreement.

28.06 Payment for paid vacations shall be on the following basis:

2 weeks of vacation - 80 hours' pay 3 weeks of vacation - 120 hours' pay 4 weeks of vacation - 160 hours' pay 5 weeks of vacation - 200 hours' pay 6 weeks of vacation - 240 hours' pay

28.07 The vacation entitlement shall be the greater amount of that provided by 28.01 to 28.06 above or that provided by the Ontario Employment Standards Act.

28.08 Employees who take benefit of maternity leave will be paid vacation pay in proportion to the number of weeks worked during the vacation year July 1st to June 30th as related to the full 50 week working year.

28.09 Vacation pay for any employee in any one calendar year shall be reduced on a pro rata basis when:

- (a) the employee was granted a leave of absence for one **week or longer for a reason other than those outlined** in Article 31, subsection 31.01(a) or (b) or (c) only, during the qualifying period of July 1st of the preceding calendar year to June 30th of the current calendar year;
- (b) the employee was laid off for longer than two months during the qualifying period July 1st of the **preceding** calendar year to June 30th **of** the current calendar year;
- (c) **the employee was on a leave of absence for personal illness, which lasted more than 6 months, during the qualifying period July 1st of the preceding calendar year to June 30th of the current calendar year;**
- (d) the employee was **on** leave of absence for union business (Article 32.01) for a continuous **period** of more than 4 **weeks or a total** of more than 4 weeks taken in full weeks or multiples of full weeks. Periods of less **than** a full week will not be accumulated.

28.10 The Company shall determine the duration of the Christmas-New Year's shutdown, the non-working days involved and will meet with the Union by the end of the second complete week in August to determine the providing of alternate work to offset in part or in whole any loss of wages resulting exclusively from the closing of the plant on normal working days during such Christmas-New Year's shutdown (i.e. other than the paid plant holidays).

28.11 In the event an employee suffers a bereavement of a member of his family listed in 33.01 during his scheduled paid vacation, such an employee may have such **one, two or three days rescheduled** at a time satisfactory to the Company. The Company **will try to** suit the convenience **of** the employee concerned.

28.12 An employeewho**has** attained fifty-fiveyears of age in the**preceding** calendaryear and qualifies for a fourth or fifth or sixth week of vacation, may defer scheduling complete weeks of such vacation **to** his sixty-fifth year or to the time of his termination of employment, whichever comes first.

It is understood and agreed that:

- (a) any such vacation scheduled in the employee's 65th ear shall be at time or times satisfactory to the Company and the Company agrees to **try to** suit the convenience of the employee concerned,

and

- (b) the pay of such vacations shall **be** calculated at the **rate** in effect at the time such vacations **are** taken.

ARTICLE 29

Paid Plant Holidays

29.01 The following plant holidays shall be recognized: New Year's Day, New Year's Floater, **Good** Friday, Victoria Day, Canada Day, Simcoe Day, Labour Day, Thanksgiving Day, Christmas Day, Christmas Floater, Boxing Day **and** a Floater **Day**.

For the term of this agreement, the parties agree that the above holidays shall be observed according to the following schedule:

1991

Good Friday	Mar. 29 (Friday)
Victoria Day	May 20 (Monday)
Canada Day	July 1 (Monday)
Simcoe Day	Aug. 5 (Monday)
Labour Day	Sept. 2 (Monday)
Thanksgiving	Oct. 14 (Monday)
Christmas Day	Dec. 25 (Wednesday)
Boxing Day	Dec. 26 (Thursday)
Floater	Dec. 27 (Friday)
Christmas Floater	Dec. 30 (Monday)
New Year's Floater	Dec. 31 (Tuesday)

1992

New Year's Day	Jan. 1 (Wednesday)
Good Friday	Apr. 17 (Friday)
Victoria Day	May 18 (Monday)
Canada Day	July 1 (Wednesday)
Simcoe Day	Aug. 3 (Monday)
Labour Day	Sept. 7 (Monday)

Thanksgiving Day	Oct. 12 (Monday)
Christmas Day	Dec. 25 (Friday)
Boxing Day	Dec. 28 (Monday)
Christmas Floater	Dec. 29 (Tuesday)
Floater	Dec. 30 (Wednesday)
New Year's Floater	Dec. 31 (Thursday)

1993

New Year's Day	Jan. 1 (Friday)
Good Friday	Apr. 2 (Friday)
Victoria Day	May 24 (Monday)
Canada Day	July 1 (Thursday)
Simcoe Day	Aug. 2 (Monday)
Labour Day	Sept. 6 (Monday)
Thanksgiving Day	Oct. 11 (Monday)
Christmas Day	Dec. 24 (Friday)
Boxing Day	Dec. 27 (Monday)
Christmas Floater	Dec. 28 (Tuesday)
Floater	Dec. 29 (Wednesday)
New Year's Floater	Dec. 30 (Thursday)

29.02 The above will be paid for, when not worked, provided that the employee concerned

- (i) has completed his probationary period prior to the observance of the holiday,
- (ii) is not absent on the shift prior to or the shift just subsequent to such holiday. Exceptions to this restriction shall be made by the Company if
 - (a) an employee submits proof of illness,
 - (b) an employee requests permission to be absent on either of these shifts or on both of these shifts, but not longer than both of these shifts, at least one full working day before he wishes to be absent and the Company grants such request,
 - (c) an employee is absent on either or both of these shifts for a reason which satisfies the Company that the employee was not circumventing the essential purpose of the above restriction.

29.03 On completion of his probationary period an employee will be paid

for any paid plant holiday which fell within his probationary period at his rate of pay in effect on that day provided he satisfies the requirements of 29.02(ii) for that holiday.

29.04 An employee who is laid off will be paid for the first

plant holiday that falls within the first 7 calendar days of his lay-off.

29.05 An employee absent with permission for longer than the shift just prior to and the shift just subsequent to a paid plant holiday will not be paid for the holiday.

29.06 An employee absent on leave for a reason other than under 31.01(a), (b), (c) or 32.01(b), (c) will not be paid for any holiday(s) which fall(s) within such leave.

29.07 Generally payment shall be made on the basis of the number of hours of a normal work day multiplied by the employee's regular rate per hour. However, employees who are on Workers' Compensation Claim shall be paid only the difference between what they are receiving in benefits from the W.C.B. and the amount that they would otherwise have received for the paid plant holiday. All work performed on a plant holiday will be paid for at the rate of double time in addition to the pay for the holiday.

ARTICLE 30

Welfare Insurance

30.01 Effective February 1, 1982 the Company will pay 100% of the Ontario Health Insurance Plan premiums.

30.02 (a) The Company will provide benefits equivalent to the Blue Cross Extended Health Care Plan.

(b) The Company will provide benefits equivalent to the Blue Cross Plan for Semi Private Hospital Accommodation.

30.03 The Company will continue to provide the present dental plan benefits for the life of this Collective Agreement.

(a) Benefits will be based on the current O.D.A. schedule of fees, however, the maintenance benefits of the plan will be on a 90-10 co-insurance basis and the dentures benefits will continue on a 50-50 co-insurance basis.

30.04 The Company will provide Group Life Insurance and Accidental Death and Dismemberment (AD&D) Insurance under the terms and conditions in the Group Life Insurance Policy as follows:

	Amt of Life	Amt of AD&D
(a) Effective Date of Ratification	\$25,000.00	\$25,000.00

(b) Upon retirement of an employee with fifteen years or more of service, the Company will provide him with paid up Life Insurance in the amount of \$5,000.

30.05 (a) Weekly Benefit Insurance shall be subject to the terms and conditions set out in the Group Health Insurance Policy.

Effective for all new claims arising after March 17, 1991:

The Company shall amend the Weekly Benefit Insurance so that the principal features are a weekly benefit of approximately 2/3 of regular weekly earnings without premium up to a maximum benefit of \$300.00 per week commencing on the first day in the case of accident, first day in the case of hospitalization, fifth day in case of illness and extending for a maximum period of 39 weeks for any one accident or illness.

Effective for all new claims arising after January 1, 1992, the maximum benefit referred to above will be increased to \$300.00 per week. Effective for all new claims arising after January 1, 1993, the maximum benefit referred to above will be increased to \$330.00 per week.

Above Weekly Benefit Insurance will not be paid for any day on which the employee is on paid vacation or a paid plant holiday.

30.05 (b) The Company will arrange for a long term disability plan, for which the premiums will be paid by the employee. The main features of the plan will be:

- Requires 75% enrolment
- Integration with Canada Pension Plan disability payments but CPP approval not mandatory
- Cap of 85% of pre-disability income
- Disabled from own occupation for 9 months after weekly benefit has expired
- Disabled from any occupation beyond 18 months - Benefits payable to recovery, death or retirement
- Benefit level 60% of earnings to a maximum of \$3,000/month.

30.06 The Company shall pay 100% of the premiums on behalf of the employees who are registered for company paid benefits, provided such employees are either in active employment or on authorized leave of absence for reasons other than those granted under Article 32.01 (a). It is understood and agreed that the Company alone shall determine which carrier(s) will provide the above benefits for registered employees. The Company shall not be obliged to make payment in lieu of the

above, in any way, to those employees who do not or cannot register in the above Groups and Plans.

30.07 Notwithstanding the above, an employee while laid off, as a result of the application of his juniority rights, shall be **entitled to coverages outlined under 30.01, 30.02, 30.03 and the amount of Life Insurance outlined in 30.04 (b).**

ARTICLE 31

Leaves of Absence

31.01 Upon receipt of written application, the Company shall grant in writing, leave of absence without pay and without loss of seniority rights for the following:

(a) Extended personal illness according to the following:

Employees with seniority, but with less than one year's service - up to 1 week for each month's service;

Employees with not less than one year and not more than two years' service - up to 6 months;

Employees with not less than two years' service and not more than five years' service - up to 12 months;

Employees with more than five years' service - up to 18 months;

provided that the Company may require proof of illness in all cases. In the above, service shall mean the total service of the individual since his seniority date. Periods of lay-off in excess of six months will not be counted as service. ~~Periods~~ of leave of absence will be counted as service.

The foregoing is for extenuating situations only, and shall in no way be regarded as sanctioning intermittent or casual absences because of illness.

(b) Illness in employee's immediate family, which shall mean husband, wife, son, daughter, mother, father, sister and brother up to 30 days, provided that the employee has 6 months of service and that the Company may require satisfactory proof of illness;

(c) A wedding of an employee, his son, daughter, mother or father or death of husband, wife, mother, father, sister, brother or parent of current spouse, up to 2 weeks, provided the employee satisfies the Company that all of the time requested is necessary. The Company shall extend this period of leave of

absence for a reasonable time (up to 4 weeks) where the employee attends a funeral which requires extensive travel.

- (d) Maternity cases, up to one year, provided the employee has at least one year of service.

31.02 The Company shall have the right to exercise its discretion in granting an extension of leave of absence provided that an application for extension, in writing, is submitted by the employee before the expiration of the leave of absence.

31.03 The Company shall give its answer to a request for leave of absence as follows:

- (a) Personal illness leaves - when the Company receives satisfactory proof of illness.
- (b) Leaves under this article subsections (b) through (d) of 31.01 - within seven (7) days after the written request is received.
- (c) Leaves requested for any other reason - within two (2) weeks after the written request is received, provided the request is made no more than three (3) months before the commencement of the period of absence for which leave is being requested.

ARTICLE 32

Leave of Absence for Union Business

32.01 Upon receipt of written application, the Company shall grant in writing leave of absence without pay and without loss of seniority rights:

- (a) To an employee appointed or elected to a full-time office in the U.S.W.A. up to 4 years or in the C.L.C. or in the O.F.L. up to two years. At the end of the term such employee shall be reinstated or the leave of absence may be renewed at the discretion of the Company. During such a leave of absence, the Company shall not be liable for any contributions towards Welfare Insurance costs.
- (b) To an employee elected as a delegate to C.L.C., O.F.L., U.S.W.A. and/or Political Party conventions, schools and seminars, up to two (2) weeks at a time. There shall be no more than three employees on leave for this purpose at the same time provided not more than one employee from any department at one time. Only applications submitted two weeks or

longer in advance of the period of leave requested will be considered.

- (c) To an employee requesting leave of absence for Union Business other than in (a) and (b) above, Forty-eight hours' notice shall be given to the Company, unless otherwise agreed upon by the Company.

The notice shall be specific as to the time and duration of the leave of absence.

Once such a notice has been given it may only be cancelled by the agreement of the parties.

Leave of absence under this subparagraph (c) shall be subject to the following limitations:

Twenty-nine (29) working days in each year of the Agreement to the office of the President (including the acting President), and

Twenty-six (26) working days in each year of the Agreement to the office of the Chairman of the Grievance Committee, and

Fifteen (15) working days in each year of the Agreement for U.I.C. Board of Referees work, and

A total of fifty (50) working days in each year of the Agreement to all other employees in offices of steward or other Union offices combined, provided no more than three (3) days' leave in any one (1) calendar month will be taken by any one (1) employee, exclusive of time off for members of the Negotiating Committee, in the last sixty (60) days of the Agreement and until the signing of a renewal Agreement.

Only one employee at a time from a department of 1 to 15 employees; Only two employees at a time from a department of 16 to 29 employees; Only three employees at a time from a department of 30 employees or more.

It is understood that time off the job spent in meeting Company representatives on grievances or negotiations is not leave of absence.

ARTICLE 33

Bereavement Pay

33.01 Where a death occurs in an employee's family the Company agrees to pay:

- (a) In the event of death of the employee's wife or husband, children, father, mother, brother, sister, or parent of current spouse, up to 3 days' pay maximum, provided the employee submits a claim in writing with evidence satisfactory to the Company to show that all of his absence from the plant or during his paid vacation for the one, two or three regular working days claimed was necessary for arrangements up to and including the day immediately following the day of the funeral;
- (b) In the event of death of the employee's brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent or grandchild one day's pay if the funeral is in the Toronto area, or two days' pay if the funeral is outside the Toronto area, provided the employee submits a claim in writing with evidence satisfactory to the Company to show that all of his absence from the plant or during his paid vacation for the one or two regular working days claimed was **necessary** for attendance at the funeral.

33.02 Where an employee cannot attend the funeral of any relative named in 33.01(a) or (b) because of great distance, he shall be granted on written request, up to one day of compassionate leave with pay.

ARTICLE 34

Jury Duty and Crown Witness Pay

34.01 An employee who is required to serve on a jury or is subpoenaed by the Crown to appear as a witness will be paid the difference between the jury or witness fee receipt and the amount the employee would have received for his normal hours of work provided he returns to work when he is not required to serve in this capacity.

If required, the employee will produce evidence attesting to the fact that he was absent for one of the purposes outlined.

ARTICLE 35

Reporting and Call-In Time

35.01 Each employee reporting for work who has not received twelve (12) hours' notice not to do so shall be guaranteed four **(4)** hours' work or four hours' pay at straight time in lieu of the same, provided that such employee has means whereby the Company can contact him to give such notice.

This provision shall not apply when the lack of work arises through **fire** or electrical power failure.

35.02 Each employee reporting for work outside of his regular hours **as** a result of being called in shall be paid for the time worked at the greater of,

- (a) the pay determined by the overtime provisions of this Agreement,
- (b) four **(4)** hours' pay at straight time.

ARTICLE 36

Rest Periods

36.01 One ten (10) minute rest period shall be observed during both the first half of the shift and the second half of the shift.

ARTICLE 37

Shift Premiums

37.01 Effective from date of ratification an employee shall be paid a premium of 50¢ **per** hour above his regular hourly rate when working the second shift.

Effective from date of ratification an employee shall be paid a premium of 60¢ per hour above his regular hourly rate when working the third shift.

37.02 The day shift shall be **work** for which the normally scheduled hours (without overtime) begin between the hours of 6:00 a.m. and 11:59 a.m. (inclusive).

The second shift shall be work for which normally scheduled hours (without overtime) begin between the hours of noon and 7:59 p.m. (inclusive).

The third shift shall be work for which normally scheduled hours (without overtime) begin between the hours of 8:00 p.m. and 5:59 a.m. (inclusive).

37.03 The premium shall be included when calculating the pay for:

- (a) paid vacation (as specified in Article 28) if an employee has worked the off shift on the shift immediately prior to such paid vacation.

- (b) paid plant holidays (as specified in Article 29), for an employee who has worked the off shift for the week of the paid plant holiday concerned. ARTICLE 38 Bulletin Boards

38.01 The Company shall make available to the Union, a sealed bulletin board for the exclusive use of the Union in the plant.

38.02 The President of the Local or his designated representative, will submit notices to the Employee Relations Manager for approval before posting.

ARTICLE 39 Severance Pay

Effective date of ratification the Company will pay severance pay to employees with five years or more of continuous service, whose employment is permanently terminated as a result of the closure of any department of the Company's present operation in Brampton.

The Company will consult with the Union prior to implementing any decision as to assisting those employees whose employment must be terminated.

The determination of the amount of severance pay shall be based upon the years of continuous service of such employees, and their rates of pay.

No severance pay will be paid to an employee who, following notice of such closure:

- (a) voluntarily terminates his employment prior to the date determined by the Company for the cessation of such employment, or
- (b) is discharged for just cause, or
- (c) elects a lay-off in lieu of a transfer to another occupational classification.

An employee entitled to severance pay shall receive his allowance in a "lump sum". Such sum shall be as determined by the Company, but in no event shall exceed:

for employees with more than 5 years of continuous service: one week's pay for each year of continuous service.

Continuous service shall be counted on the basis of one twelfth (1/12) of a year for each full month of credited seniority.

Such an employee shall receive the greater of the severance pay under this article or the severance pay entitlement under The Employment Standards Act, but not both.

ARTICLE 40

Pension Plan

40.01 The Revised Pension Plan for employees of Johnson Matthey Limited

will be amended ~~so~~ that employees who are members of that plan will cease to make contributions after December 31, 1981. Benefits accrued to December 31, 1981 will be determined by the terms of that plan.

40.02 It is agreed that the Company has the right to retire any employee, whether he is a member of the Pension Plan or not, at the normal retirement date specified in the Pension Plan, i.e. the first of the month coincident with or next following attainment of age 65.

40.03 Effective January 1, 1982 a non-contributory plan (paid for by the Company) will be created either by amendment of the Revised Pension Plan, referred to in 40.01 above, or by creation of a new plan.

40.04 The non-contributory plan shall give effect to the following:

Eligibility - All present employees who have been employed for 6 months or more by December 31, 1981 will be members of the plan January 1, 1982.

Each other employee will be a member of the plan on the first of the month following 6 months of employment with service credit back to the later of his seniority date or **January 1, 1982**.

Normal Retirement - The first day of the month coincident with or next following age 65 - pension for life but if married, automatic election of joint and survivor 50% pension (full actuarial equivalent) unless employee elects other form.

Early Voluntary Retirement - At age 55 or over with at least 15 years of continuous service and with the Company's consent - pension based on normal pension payable at age 65 accumulated up to date of early retirement but reduced by 1/2 of 1% for each month by which retirement precedes age 65.

Disability Retirement - Age 50 or over with at least 15 years of continuous service - pension based on normal pension payable at age 65 accumulated up to date of early disability retirement.

Vesting - Effective from date of ratification upon completion of 2 years' continuous service.

CREDITED SERVICE for employees who retire:

In 1982 shall be -completed months of service after January 1, 1982

After 1982 shall be - completed months of service commencing on the later of seniority date of the employee or January 1, 1978.

Credited service shall cease for each employee:

- (a) on retirement
- (b) on voluntary termination of employment
- (c) on discharge
- (d) on transfer from the bargaining unit
- (e) on cessation of seniority under the provisions of Article 19 or Article 20

RETIREMENT BENEFIT for employees who retire:

In 1991 - \$17.00 per month pension per year of credited service

In 1992 - \$18.50 per month pension per year of credited service

In 1993 or later - 20.00 per month pension per year of credited service

ARTICLE 41

Safety

41.01 The Safety Committee shall be comprised of two bargaining unit members and two members of management.

The function of the Safety Committee will be:

- (a) Inspect the plant every month with the assistance of an employee representative from the department and the department Foreman.
- (b) Investigate all medical aid and lost time accidents with the assistance of the respective Stewards and Foremen.
- (c) Make written recommendations arising from such inspections and/or investigations to the Plant Manager and send a copy to the President of the Local.
- (d) Generally promote safety in the plant.

41.02 A Plant Manager and the Union President shall attend each monthly meeting of the Safety Committee and generally assist the Safety Committee in its activities.

41.03 The Company will consider and act upon all recommendations of the Safety Committees in providing protective clothing and equipment.

41.04 Employees will wear the protective equipment provided and follow established safety procedures. Failure to do so will result in corrective disciplinary action.

41.05 No employee will be disciplined for refusing to work on an operation which, in the opinion of the respective Safety Committee, is unsafe.

No other employee will be assigned to perform work on such operations deemed unsafe by the Safety Committee until the element of risk has been removed or reduced to a level acceptable to the Safety Committee.

41.06 a) The Company will provide a competent person to take atmospheric tests.

b) The Company will provide, at no cost to the employee, biological tests deemed necessary by the Ministry of Labour to all employees exposed to designated and regulated **substances**.

41.07 A new employee will be given an orientation of the required in-plant safety conduct and instruction on how to perform his duties in a safe manner.

41.08 The Company will make available to the Safety Committee, instruments for measuring airflow and contaminants in the *air* provided such Committee has a person trained in the use of such instruments.

41.09 The Company will launder the outer work clothes worn in its plants by employees in the following work:

Melt shops, Cast Bars, Maintenance, Sweeps, Gold & Silver Refineries.

41.10 The Company will conduct audiometric testing biannually or more frequently if required by the Occupational Health & Safety Act.

ARTICLE 42

Termination of a Department

42.01 If the Company terminates or suspends indefinitely the operation of any department, the Company will consult with the Union to seek agreement as to which employees shall be laid off and which employees shall be transferred to remaining departments.

42.02 If such an employee is transferred to a remaining department and

1. a Lead Hand, he will no longer be guaranteed his former Lead Hand premium;
2. (a) transferred to a higher rated job, he will be guaranteed the greater of the rate determined by the wage schedule and the addendum for the job classification to which he is transferred, or his former wage rate; (b) transferred to an equally rated job, he will be guaranteed whatever rate differential he was

earning in the job classification he vacated, plus the guaranteed rate determined by the wage schedule and addendum for the job classification to which he is transferred; (c) transferred to a lower rated job, he will be guaranteed his former rate for **480** paid hours, and then guaranteed whatever rate differential he was earning in the job classification he vacated plus the guaranteed rate determined by the wage schedule and addendum for the job classification to which he is transferred. **42.03** The Company and the Union agree that, for such an exceptional circumstance, the provisions of the Agreement as to “qualified” shall be suspended and in lieu thereof to substitute who may become qualified within a reasonable period of time which shall be a period of not more than three (3) months”.

42.04 The Company agrees to undertake to train such an employee who can establish an aptitude for and an ability to attain proficiency in a new classification within such a period of time.

42.05 The Company and the Union agree that such an employ&. who does not appear to be making reasonable progress to becoming qualified will have his employment reviewed by the Company and after discussion with the Union, a decision will be made as to continuance in the job, transfer to another job held by an employee with less seniority or lay-off.

42.06 If such an employee is laid off and another employee recalled in his place, the Company and the Union agree that the recalled employee will have no grounds for compensation for the period during which he was laid off.

42.07 The Company and the Union agree, further to waive the provisions of the Agreement as to seniority in the period of the phase out of the department where they are impractical to achieve an orderly phase out and transfer of employees to be retained and, at the same time, provide an efficient servicing of customers of the departments that remain.

42.08 Having due regard to the above, the Company shall determine the schedule of lay-offs and transfers of employees, but the Union may grieve any decision of the Company where it claims that the Company has acted in an arbitrary or capricious manner.

ARTICLE 43

Security - Brampton Plant

43.01 The Union acknowledges the right of the Company to search an employee and his effects while he is on the Company premises. The Company acknowledges the right of an employee to be treated with dignity and courtesy during the selection and search procedures.

43.02 The Company will employ whatever procedures it deems necessary including the use of its camera facilities to ensure the security of its resources. However, the Company agrees to consult with the Union regarding any change in search procedures affecting members of the bargaining unit.

43.03 Each employee who is detained as a result of being searched during his mealtime break, will be granted the corresponding amount of time at the end of his scheduled mealtime break.

An employee detained beyond his scheduled hours of work will be paid at the rate of time and one half times his regular hourly rate for such time he is detained within the search and/or interview area(s).

43.04 The Union reserves the right to grieve as per the Collective Agreement.

ARTICLE 44

Apprentices

44.01 All apprentices shall be registered under the Apprenticeship and Tradesman Qualifications Act of the Province of Ontario.

44.02 The Ministry of Colleges and Universities shall be the sole and exclusive authority to determine when an apprentice has attained journeyman status.

44.03 The Company may retain out of seniority order only one apprentice in each apprentice job classification provided this does not prevent the Company from maintaining a workforce of employees qualified to do the work available.

44.04 Apprentices with more than twelve months service and three months service as an apprentice, are not eligible to apply for either job posting or request for transfer for the duration of their apprenticeship.

44.05 An apprentice vacancy shall be subject to normal posting procedure (see Article 21 - Job Posting) except that such a

* vacancy shall be deemed to be a promotion position for posting purposes.

44.06 Each apprentice's progress will be reviewed quarterly in a meeting of the apprentice, his foreman, the Apprentice Plan Coordinator and a journeyman from the discipline of the apprentice. The findings of the committee shall be reported, in writing, to the Plant Manager or his designate and the Union President following each such meeting.

ARTICLE 45 Term

This Agreement shall be effective as of March 17, 1991 and shall be in full force and effect until December 31, 1993 and from year to year thereafter, unless not more than 90 days prior to the expiry date thereafter, or any extension thereof, either party desiring changes or modifications or termination thereof, shall have served written notice thereof to the other party.

SIGNED **THIS**

DAY OF MARCH, 1991

FOR THE COMPANY

Peter H. Bryson
R.C. Gooch
Andy McCullough

FOR THE UNION

Garnet Penny
R. Heikura
F. Clemmet
M. Tavares
Ron Carcasole
John Curtis

Addendum to Wage Schedules

APPENDIX "A" AND APPENDIX "B" AND APPENDIX "C"

1. Each job classification in this wage schedule is separate from each and every other job classification. Should it be necessary to exceed the published rates of pay to attract the required skills for the existing job classifications, the Company agrees to negotiate with the Union with a view to adjusting those rates identified by the Company.
2. A new employee will be paid a rate not less than 10¢ per hour less than the lower (est) rate of the job classification to which he is assigned. Upon completion of the probationary period, he will be paid not less than the lower (est) rate for the job classification to which he is assigned.
3. (a) (i) An employee, employed as a trainee in Group 1T after June 16, 1987 will, if retained, be classified to the appropriate job classification in the corresponding Group 1, on completion of 6 months of active employment and be guaranteed the corresponding minimum rate. During a further 12 months of active employment he shall be guaranteed the minimum rate plus one quarter of the rate differential between the Group 1 minimum and Group 1 job rate upon the completion of each such three months of active employment.
3. (a) (ii) An employee, employed as a trainee in Group 4T will, if retained, be classified to the appropriate job classification in the corresponding Group 4 on completion of 3 months of active employment and be guaranteed the corresponding minimum rate. After a further 6 months of active employment he shall be guaranteed the job rate for the appropriate Group 4 classification.
- (b) An employee employed in any job classification in Groups 2 or 3 will, if retained, be guaranteed the job rate for that classification after 6 months of active employment.
- (c) An employee, employed as an apprentice in Group 5 will, if retained, be reclassified to the appropriate job classification in Group 1A upon both the suc-

successful completion of his apprenticeship and declaration of his journeyman status by the Ministry of Colleges and Universities.

An employee hired into the apprentice job classification shall be guaranteed an incremental increase in hourly rate after each 1000 hours of training so that upon attaining journeyman status, he shall be **guaranteed** the appropriate journeyman job rate.

An employee who transfers to the apprenticeship job classification as a result of the job posting provision, shall be deemed to have a red circled rate and he shall not receive any incremental increases until such time as the respective protractive apprentice rate reaches his regular hourly rate. However, when his regular hourly rate equals or is less than his protractive apprentice rate, he shall be guaranteed an increase in hourly rate after each 1000 hours of training subsequently, so that upon attaining journeyman status he shall be guaranteed the appropriate journeyman job rate.

The formula for determining incremental increases is:

Journeyman Rate - Apprenticeship Rate

Number of 1000 hour periods in apprenticeship

The hours of training credited towards an apprentice's progression shall be all hours worked by him on work appearing on the appropriate training schedule.

4. (a) Where an employee's regular hourly rate is greater than his guaranteed rate, his regular hourly rate shall not be reduced provided he remains in such job classification.
- (b) The trainee rate, minimum rate or job rate of an employee's job classification is a guaranteed rate for an employee who has served the applicable **period** of active employment.
5. (a) An employee transferred at the request of the Company shall be guaranteed his regular hourly rate. However, an employee transferred to a job classification with a higher job rate will be guaranteed the job rate, the minimum rate or the trainee rate as determined by his time progression in that job if such rate is greater than his regular hourly rate. The

above guarantee will only apply while he is on that new job provided the transfer is for one day or more.

- (b) An employee transferred, other than an employee transferred pursuant to paragraph 5(a), as a result of a reduction in the workforce of his job classification or as a result of a lay-off, to a job classification appearing:
- (i) In a group below the group he is vacating to a job classification appearing in the same group bearing a lower job rate, shall be guaranteed his former regular hourly rate for 240 paid hours. At the end of such period, he will be guaranteed the job rate, the minimum rate or the corresponding trainee rate of the job classification to which he is transferred, as determined by the time progression served by him.
 - (ii) In a group above the group he is vacating or to a job classification appearing in the same group bearing a higher job rate, shall be guaranteed; his former regular hourly rate or the appropriate trainee or minimum rate of the job classification to which he is transferred whichever is immediately greater than his former regular hourly rate for 240 paid hours. At the end of such period, he will be guaranteed the job rate, the minimum rate or the corresponding trainee rate as determined by the time progression served by him in that job classification and/or the corresponding trainee classification.
 - (iii) In the same group bearing the same job rate shall be guaranteed his former regular hourly rate for 240 paid hours. At the end of such period, he will be guaranteed the job rate, the minimum rate or any applicable trainee rate as determined by the time progression served by him in any job classification in that group.

An employee referred to in (b) (i), (ii) or (iii) above, provided he has completed 3 months of active employment, will spend not more than 3 months of active employment in any applicable trainee job classification before progressing to the minimum rate of the corresponding setter-operator job classification, and will be guaranteed the job rate after having served not more than 12 months of active employment in the appropriate group 1 job classi-

cation, and not more than 6 months in the appropriate group 2, 3, or 4 job classification.

6. (a) An employee recalled to the job classification from which he was laid off will be guaranteed his former regular hourly rate and progression. Any application of Article 23 within his period of lay-off will be added to his former regular hourly rate from his date of return to active employment.
- (b) An employee recalled to a job classification appearing:
- (i) In the group below the group from which he was laid off or the same group bearing a lower job rate, will be guaranteed the job rate, the minimum rate or any applicable trainee rate of the job classification to which he is recalled as determined by the time progression served by him.
- (ii) In a group above the group from which he was laid off or to a job classification appearing in the same group bearing a higher job rate, shall be guaranteed; the job rate, the minimum rate or the appropriate trainee rate of the job classification to which he is recalled, as determined by the time progression served by him in that job classification and/or the corresponding trainee classification.
- (iii) In the same group bearing the same job rate as the group from which he was laid off will be guaranteed the job rate, the minimum rate or any applicable trainee rate of the job classification to which he is recalled as determined by the time progression served by him in any job classification in that group.
- (c) An employee referred to in (b)(i), (ii) or (iii) above, provided he has completed 3 months of active employment, will spend not more than 3 months of active employment in any applicable trainee job classification before progressing to the minimum rate of the corresponding setter-operator job classification, and will be guaranteed the job rate after having served not more than 12 months of active employment in the appropriate group 1 job classification, and not more than 6 months in the appropriate group 2, 3 or 4 job classification.
- (d) An employee recalled to another job classification

and subsequently transferred to the job classification from which he was laid off, will be guaranteed his former regular hourly rate of **progression**. Any application of Article 23 within his **period** of lay-off will be added to his former regular hourly rate.

APPENDIX "A" Wage Schedule

Effective January 1, 1991

GROUP IA

Job Rate	Job Classification
18.86	Tool & Die Maker
16.44	Maintenance Electrician
16.44	Millwright
15.97	Toolroom Grinder
15.43	Maintenance Mechanic
15.43	General Machinist
14.88	Bimetal Rivet Specialist
14.88	Apparatus Craftsman
14.88	Gauze Weaver
14.88	Mint Craftsman

GROUP I

Min. Rate	Job Rate	
12.70	14.21	Mint Setter-Operator
12.70	14.21	Contact Setter-Operator
12.70	14.21	Platinum Setter-Operator
12.70	14.21	Sweeps Setter-Operator
12.70	14.21	Gold Refinery Setter-Operator
12.70	14.21	Silver Refinery Setter-Operator
12.70	14.21	Melting Setter-Operator
12.70	14.21	C.B. Setter-Operator
12.70	14.21	Heat Treat Setter-Operator
12.70	14.21	I.F. Setter-Operator
12.70	14.21	Jewellery Fab. Setter-Operator

GROUP II

(Trainee Group for Group I)

Trainee Rate

12.09	Mint Setter-Operator Trainee
12.09	Contact Setter-Operator Trainee
12.09	Platinum Setter-Operator Trainee
12.09	Sweeps Setter-Operator Trainee
12.09	Gold Refinery Setter-Operator Trainee
12.09	Silver Refinery Setter-Operator Trainee
12.09	Melting Setter-Opgrator Trainee
12.09	C.B. Setter-Operator Trainee
12.09	Heat Treat Setter-Operator Trainee

12.09 I.F. Setter-Operator Trainee
12.09 Jewellery Fab. Setter-Operator Trainee

GROUP 2

Min. Rate Job Rate

12.70 14.21 Shipper/Receiver
12.70 14.21 Building Maintenance Person

GROUP 3

Min. Rate Job Rate

12.09 13.49 Janitor
12.09 13.49 **Prod.** Clean Up Person

GROUP 4

Min. Rate Job Rate

11.03 12.19 Contact Assembler
11.03 12.19 Mint Assembler

GROUP 4T

(Trainee Group for Group 4)

Trainee Rate

10.86 Contact Assembler Trainee
10.86 Mint Assembler Trainee

Group 5

Job Rate Job Classification

11.75 Apprentice Tool & Die Maker
11.75 Apprentice Maintenance Electrician
11.75 Apprentice Millwright
11.75 Apprentice General Machinist
11.75 Apprentice Maintenance Mechanic
11.75 Learner

APPENDIX "B"

Wage Schedule

Effective January 1, 1992

GROUP IA

Job Rate	Job Classification
20.40	Tool & Die Maker
17.78	Maintenance Electrician
17.78	Millwright
17.27	Toolroom Grinder
16.69	Maintenance Mechanic
16.69	General Machinist
16.10	Bimetal Rivet Specialist
16.10	Apparatus Craftsman
16.10	Gauze Weaver
16.10	Mint Craftsman

GROUP 1

Min. Rate	Job Rate	
13.73	15.37	Mint Setter-Operator
13.73	15.37	Contact Setter-Operator
13.73	15.37	Platinum Setter-Operator
13.73	15.37	Sweeps Setter-Operator
13.73	15.37	Gold Refinery Setter-Operator
13.73	15.37	Silver Refinery Setter-Operator
13.73	15.37	Melting Setter-Operator
13.73	15.37	C.B. Setter-Operator
13.73	15.37	Heat Treat Setter-Operator
13.73	15.37	I.F. Setter-Operator
13.73	15.37	Jewellery Fab. Setter-Operator

GROUP IT

(Trainee Group for Group I)

Trainee Rate

13.07	Mint Setter-Operator Trainee
13.07	Contact Setter-Operator Trainee
13.07	Platinum Setter-Operator Trainee
13.07	Sweeps Setter-Operator Trainee
13.07	Gold Refinery Setter-Operator Trainee
13.07	Silver Refinery Setter-Operator Trainee
13.07	Melting Setter-Operator Trainee
13.07	C.B. Setter-Operator Trainee
13.07	Heat Treat Setter-Operator Trainee

13.07	I.F. Setter-Operator Trainee
13.07	Jewellery Fab. Setter-Operator Trainee

GROUP 2

Min. Rate Job Rate

13.73	15.37	Shipper/Receiver
13.73	15.37	Building Maintenance Person

GROUP 3

Min. Rate Job Rate

13.07	14.58	Janitor
13.07	14.58	Prod. Clean Up Person

GROUP 4

Min. Rate Job Rate

13.07	14.58	Contact Assembler
13.07	14.58	Mint Assembler

GROUP 4T

(Trainee Group for Group 4)

Trainee Rate

12.98	Contact Assembler Trainee
12.98	Mint Assembler Trainee

Group 5

Job Rate Job Classification

12.70	Apprentice Tool & Die Maker
12.70	Apprentice Maintenance Electrician
12.70	Apprentice Millwright
12.70	Apprentice General Machinist
12.70	Apprentice Maintenance Mechanic
12.70	Learner

APPENDIX "C"

Wage Schedule

Effective January 1, 1993

CROUPIA

Job, Rate	Job Classification
21.42	Tool & Die Maker
18.67	Maintenance Electrician
18.67	Millwright
18.13	Toolroom Grinder
17.52	Maintenance Mechanic
17.52	General Machinist
16.90	Bimetal Rivet Specialist
16.90	Apparatus Craftsman
16.90	Gauze Weaver
16.90	Mint Craftsman

GROUP 1

Mink Rate	Job Rate	
14.42	16.14	Mint Setter-Operator
14.42	16.14	Contact Setter-Operator
14.42	16.14	Platinum Setter-Operator
14.42	16.14	Sweeps Setter-Operator
14.42	16.14	Gold Refinery Setter-Operator
14.42	16.14	Silver Refinery Setter-Operator
14.42	16.14	Melting Setter-Operator
14.42	16.14	C.B. Setter-Operator
14.42	16.14	Heat Treat Setter-Operator
14.42	16.14	I.F. Setter-Operator
14.42	16.14	Jewellery Fab. Setter-Operator

GROUP IT

(Trainee Group for Group I)

Trainee Rate	
13.72	Mint Setter-Operator Trainee
13.72	Contact Setter-Operator Trainee
13.72	Platinum Setter-Operator Trainee
13.72	Sweeps Setter-Operator Trainee
13.72	Gold Refinery Setter-Operator Trainee
13.72	Silver Refinery Setter-Operator Trainee
13.72	Melting Setter-Operator Trainee
13.72	C.B. Setter-Operator Trainee
13.72	Heat Treat Setter-Operator Trainee

13.72 I.F. Setter-Operator Trainee
13.72 Jewellery Fab. Setter-Operator Trainee

GROUP 2

Min. Rate Job Rate

14.42 16.14 Shipper/Receiver
14.42 16.14 Building Maintenance Person

GROUP 3

Min. Rate Job Rate

13.72 15.31 Janitor
13.72 15.31 Prod. Clean Up Person

GROUP 4

Min. Rate Job Rate

13.72 15.31 Contact Assembler
13.72 15.31 Mint Assembler

GROUP 4T

(Trainee Group for Group 4)

Trainee Rate

13.63 Contact Assembler Trainee
13.63 Mint Assembler Trainee

Group 5

Job Rate Job Classification

13.33 Apprentice Tool & Die Maker
13.33 Apprentice Maintenance Electrician
13.33 Apprentice Millwright
13.33 Apprentice General Machinist
13.33 Apprentice Maintenance Mechanic
13.33 Learner

APPENDIX "D"
LETTER OF AGREEMENT
(Silent)

Date of Ratification

JOHNSON MATHEY LIMITED

AND

UNITED STEELWORKERS OF AMERICA

ON BEHALF OF LOCAL 9046

hereby agree to the following terms and condition of a "window for early retirement".

1. Qualifications - An employeemust have reached his 60th birthday and his age plus service must be 75 or more.
- An employee must have given irrevocable notice to the Company to take early retirement at a time mutually agreeable to the employee and the Company.
2. Benefits - The Company will provide OHIP, Major Medical coverage to age 65 and a paid up Life Insurance policy in the amount of \$5,000.
3. Company Pension - The Company will provide **an** unreduced pension based on the employee's credited service at the date of early retirement. 4. Bridging Payment - The Company will pay pro **rata** bridging payment of \$2,400 per year up to age 65 or until Old Age Security is payable, whichever is earlier.

This letter will be in force until revoked by the parties.

FOR THE COMPANY

P.H. Bryson

R.C. Gooch

FOR **THE** UNION

F. Clemmet

R. Carcasole

Andy McCullough

M. Tavares

John Curtis

R. Heikura

Garnet Penny

LETTER OF INTENT

(Silent)

Date of Ratification

United Steelworkers of America Local 9046

Dear sirs:

It is agreed that the Company will attempt to recruit suitable student employees from the sons and daughters of Johnson Matthey Limited employees prior to recruiting same from the general public.

Yours very truly,
for JOHNSON MATTHEY LIMITED
Peter H. Bryson
Secretary

LETTER OF AGREEMENT

(Silent)

January 17, 1988

The Parties agree to the following terms and conditions of the "special early retirement window".

1. Qualifications- An employee must have reached his 60th birthday and his/her age plus service must be 80 or more.
- An employee must have given an irrevocable notice to the Company by January 31, 1988 to take early retirement effective before March 31, 1988 unless such an employee becomes 60 in 1988.
2. Benefits - The Company will provide OHIP, Major Medical, dental coverage to age 65 and a paid-up life insurance policy in the amount of \$4,000.
3. Company Pension - The Company will provide an unreduced pension based on the employee's credited service at the date of early retirement.
4. Bridging Payment - The Company will pay pro rata bridging payment according to the following schedule up to age 65 or until Old Age Security is payable, whichever is earlier.

Employee	Monthly Bridging Payment
Googh	200
Kaye	295
McDade	335
McGaughey	200
Mabel Stewart	245
Pearl Stewart	200
Watkins	335
Whitworth	400

For the Company
Peter H. Bryson
R. C. Gooch
M.H. Booth

For the Union
Garnet Penny, Staff Rep.
R. Heikura
F. Clemmet
M. Tavares
Ron Carcasole
Robert Forrest