

SOURCE	Comp.		
EFF.	96	04	26
TERM.	98	04	25
No. OF EMPLOYEES	10		
NOMBRE D'EMPLOYÉS	10		

AGREEMENT
BETWEEN
WASHINGTON MILLS ELECTRO MINERALS CORPORATION
AND
THE UNITED STEELWORKERS OF AMERICA
LOCAL 4151
OFFICE & TECHNICAL UNIT
~~*~~ APRIL 26, 1996 - APRIL 25, 1998

MAR - 4 1997

09142(04)

INDEX

		Page
ARTICLE 1	Coverage and Recognition	3
ARTICLE 2	No Discrimination	4
ARTICLE 3	Union Security	4
ARTICLE 4	Management Functions	5
ARTICLE 5	Seniority	5
ARTICLE 6	Layoff and Recall	7
ARTICLE 7	Promotions	9
ARTICLE 8	Leave of Absence	10
ARTICLE 9	Bereavement Leave	11
ARTICLE 10	Jury Duty	11
ARTICLE 11	Union Representation	12
ARTICLE 12	Grievance Procedure	13
ARTICLE 13	Discharge and Disciplinary Procedure	16
ARTICLE 14	Safety and Health	17
ARTICLE 15	Bulletin Boards	18
ARTICLE 16	Handicapped Employees	18
ARTICLE 17	Hours of Work	18
ARTICLE 18	Overtime	20
ARTICLE 19	Shift Premiums	21
ARTICLE 20	Reporting Allowance	21
ARTICLE 21	Holidays	22
ARTICLE 22	Vacations	22

ARTICLE 23	Earnings Continuance Fund	24
ARTICLE 24	Occupation and Rates of Pay	25
ARTICLE 25	General	31
ARTICLE 26	Technological Change	32
ARTICLE 27	Duration of Agreement	32
EXHIBIT A	Occupations and Hourly Group Classification	34
APPENDIX	Pension, Health Care and Life Insurance Plans	35
LETTER OF UNDERSTANDING	Work Day Exchanges	40

AGREEMENT made this 26th day of April 1996 between:

WASHINGTON MILLS ELECTRO MINERALS CORPORATION, NIAGARA FALLS, ONTARIO (hereinafter called the Employer):

and

THE UNITED STEELWORKERS OF AMERICA (hereinafter called the Union) on behalf of itself and its Local 4151, Office & Technical Unit, (hereinafter called the Local Union).

It is desirable to obtain a harmonious relationship between the Company and its employees. Therefore, at all times the Company and its employees will treat one another with proper respect at work.

ARTICLE 1

Coverage and Recognition

Section 1.01

The Union shall be the sole and exclusive bargaining agency for all employees as hereinafter defined for the purpose of bargaining with respect to rates of pay, salaries, hours of employment and other conditions of employment.

Section 1.02

- (a) The term "employee" as used in this Agreement shall mean all employees of the Employer in accordance with the Certificate of the Ontario Labour Relations Board dated December 31, 1959, namely; "all clerical and technical employees save **and** except Supervisors, persons above the rank of Supervisor, Nurse, Cost and Operations Accountants, Secretary to the Personnel Manager, Secretary to the Sales Manager, Secretary to the Plant Manager, Materials Manager, students hired for the school vacation period and persons not regularly employed for not more than twenty-four hours per week", subject to the Board's endorsement as reported to the parties in a letter dated January 4th, 1960, and subject also to an amendment of the Board dated January 19, 1960.
- (b) Student engineers, enrolled in the University of Waterloo Co-op programme, are also excluded from the bargaining unit effective April 26, 1982. The Company shall notify the Union President or designate in advance of a Co-op student's term of employment, as well as a general outline of the duties.

Section 1.03

Persons whose regular job is outside the bargaining unit will not work on jobs which are included in the bargaining unit except for the purpose of instructions, emergencies, or in the absence of regular employees. However, the foregoing will not apply to supervisors whose work overlaps the work of employees in the bargaining unit except that the supervisory group shall not be expanded for the purpose of assuming work normally done by employees of the bargaining unit.

ARTICLE 2 No Discrimination

Section 2.01

There will be no discrimination against any employee because of race, creed, colour, sex, national origin, union membership or union activity, it being understood that union activity on the Employer's time shall be restricted to those functions or duties provided for in this Agreement.

Section 2.02

Except when otherwise indicated by the context, all references to male or female gender in this Agreement shall be interpreted to include both male and female gender, and the definition of any term herein in the singular shall also include the plural.

ARTICLE 3 Union Security

Section 3.01

All present employees who are members of the Union and all employees who subsequently become members of the Union shall be required, as a condition of employment, to maintain their membership in the Union to the extent of paying their current monthly dues.

All new employees who are hired on or after the date of this Agreement, and during the term of this Agreement, will be required to become a member of the Union within thirty days after the date of employment and to maintain their membership in the Union to the extent of paying their current monthly dues. The Employer will not interfere with, restrain or coerce any employee with respect to membership in the Union. The Union will not intimidate or coerce employees into membership in the Union and will not solicit membership on the Employer's time.

Section 3.02

The Employer will deduct from the pay of each employee current Union dues and initiation fees in accordance with the Union Constitution per week, upon proper authorization by the employee. Such authorization shall be given to the Employer on a properly authorized form to be signed in duplicate by each employee. The Employer shall retain one copy of the form and the Union shall receive the other. The first dues deduction from the pay of the new employee shall be considered as the initiation fee. The deduction of union dues will be made from wages earned by the Employee in the first week. Once each month the

Employer shall remit to the International Union Official, duly registered in writing to the Employer, all Union dues collected as above. The Union will provide the Company a receipt for such monies sent.

ARTICLE 4

Management Functions

Section 4.01

The management of the business of the Employer and the direction of its personnel, including the right to hire, discharge and discipline for proper cause and subject to the terms of this contract, is the exclusive responsibility of the Employer. The Employer shall be the exclusive judge of all matters pertaining to the products to be manufactured, the location of the plants, the schedule of production and the methods, processes, means and material to be used.

ARTICLE 5

Seniority

Section 5.01

Each employee shall have one seniority date which shall be his most recent date of employment with the Employer except as otherwise modified by this Agreement.

Section 5.02

After completion of a probationary period of 180 days of continuous employment with the Employer, a new employee's seniority will date back to his first day of work. Prior to the completion of the probationary period, the employee shall be subject to transfer, demotion, layoff, disciplinary action or discharge at the sole discretion of the Employer, so long as there is no infringement of the rights of employees with seniority.

Section 5.03

All provisions of this Agreement pertaining to hours of work, wages, etc., shall be applicable without discrimination to employees during their probationary period, except as noted in Section 5.02 and coverage under the Group Insurance Plan which will commence following successful completion of 90 days.

Section 5.04

The seniority of employees transferred from a position outside the bargaining unit to a position in the bargaining unit will be determined by the following rules:

- (a) If an employee who has been transferred from the Bargaining Unit under the provisions of Section 7.07(a) is subsequently returned to the Bargaining Unit under the terms of Section 7.07(b) his seniority date will be determined in accordance with Section 7.07
- (b) If he is transferred under any other conditions, his seniority date shall be his date of transfer into the bargaining unit for all purposes other than service for vacation, pensions and other benefits. No person shall be transferred into the bargaining unit except to fill vacancies not filled by the application of the provisions of this Agreement, including the provisions of Section 7.07.

Section 5.05

For the purpose of this Agreement the following will be considered as separate seniority units:

- (a) Laboratory and Industrial X-Ray employees.
- (b) All other employees in the bargaining unit.

Section 5.06

Seniority as defined above shall be broken only for the following reasons:

- (a) If the employee voluntarily quits.
- (b) If the employee is discharged for cause and the discharge is not reversed through the grievance procedure in this Agreement.
- (c) Absence for more than three consecutive working days without notifying the supervisor or personnel department, unless good and sufficient reason for failure to so notify are produced by the employee.
- (d) Failure to report for work at the end of an approved leave of absence.
- (e) Failure to report for work in accordance with the recall provisions of this contract.
- (f) Absence for all other causes beyond the limits provided in this Agreement.

Section 5.07

Seniority will accumulate during:

- (a) Approved leave of absence as provided in Article 8.
- (b) Absence due to sickness or accident.
In the case of an employee having five years or more seniority, for all time lost due to sickness or accident; and in the case of an employee having less than five years seniority, up to one year lost time due to sickness or accident, except as provided for in the Retirement Plan for Bargaining Salaried Employees of Washington Mills Electro Minerals Corporation.
- (c) Absence due to sickness or accident accepted as such for Compensation by the Workers' Compensation Board and provided further that in such absences of more than two years, seniority will accumulate for an additional thirty days after final date paid by Compensation Board.
- (d) Absence while serving in Canada's Armed Forces.
- (e) Lay-off up to six months after lay-off by reason of work curtailment for those having one year or more seniority.

Section 5.08

A seniority list will be kept up to date by the Employer in the Personnel Office. Copies of the list will be posted on the Local bulletin boards quarterly and one copy will be given to the Local Union, together with notification of changes that may occur.

Section 5.09

The Employer shall discontinue benefit coverage where an employee does not return to work within 120 days of termination of Long Term Disability coverage, except that an employee with 5 or more years seniority shall be entitled to elect in writing at that time either to retain his seniority and receive no benefits or to relinquish his seniority and receive a \$4,000 paid up Life Insurance Policy.

ARTICLE 6
Lay-off and Recall

Section 6.01

For the purpose of lay-off, transfer, and recall after lay-off, each of the seniority units set forth in Section 5.05 will be considered as a separate seniority unit except as modified in Sections 6.02 and 7.01.

Section 6.02

Whenever it shall become necessary to curtail the number of employees in the bargaining unit the curtailment will be made on the basis of seniority provided the employee possesses the minimum qualifications to do the job required.

- (a) The employee with the least seniority in the job where the curtailment occurs will be declared excess. They will displace the least senior employee in their wage classification in their seniority unit provided their seniority is greater and they possess the minimum qualifications to do the job required.
- (b) If they are unable to displace an employee in their wage classification in their seniority unit they will displace the least senior employee in an occupation in a lower wage classification in their seniority unit provided their seniority is greater and they possess the minimum qualifications to do the job required.
- (c) Employees so displaced from their occupation will be subject to the provisions of Section 6.02(a) and (b) above.
- (d) The least senior employee in the seniority unit who is displaced by the operation of Section 6.02(a), (b), and (c) above will displace the least senior employee in an occupation in the other seniority unit in an equal or lower wage classification provided their seniority is greater and they possess the minimum qualifications to do the job required.
- (e) Employees displacing other employees under the provisions of this Section 6.02 may require a training period up to thirty calendar days but not less than seven calendar days for the purpose of acquainting themselves with the details of that job.

Section 6.03

In the event of a lay-off the members of the Union Negotiating Committee will not be laid off provided they possess the minimum qualifications to perform available work. The Union shall notify the Employer of the names of the members of the Negotiating Committee and notify them promptly of any changes.

Section 6.04

- (a) The Employer agrees to give three full working days notice, exclusive of the day of notification, on all scheduled lay-offs or three days pay in lieu of notice.
- (b) At the time that the notice of lay-off is given to the employee(s), a list of the employee(s) affected will also be given to the Union.
- (c) This section does not apply to probationary employees, during their first 90 days of employment.

Section 6.05

For purpose of recall to work a person will be carried on the recall list subject to the provisions of Section 5.07 for a period of fifty percent of the aggregate seniority to which

each is entitled provided that at least once in each **six** months during such time, he notifies the Employer by registered mail that he desires to be retained on the seniority list. Neither the seniority nor the lay-off and recall sections of this Agreement shall apply to any employee who attains the age of 65 years.

Section 6.06

No new employee will be hired or transferred into the bargaining unit while there are employees on the recall list who have more seniority and possess the minimum qualifications to do the job required.

Section 6.07

In the event of recall or of an increase in the working force, employees transferred as a result of earlier lay-off procedure will be transferred back to their former jobs to the extent possible, and employees on recall will be called in to the jobs which then are, or become available in order of their seniority.

Section 6.08

Notice of recall to work shall be directed by registered mail to the person's last known address. If he is contacted by telephone, the recall will be promptly confirmed by registered mail. It shall be the person's responsibility to keep the Company informed of his current address.

Section 6.09

The person recalled must within seven working days of the mailing of the notice by registered mail to his last known address, notify the Company of his intention to return to work within ten working days of the mailing of the notice unless he makes alternative arrangements satisfactory to the Company.

Section 6.10

A person recalled to the job from which he was laid off shall report for work as provided in Section 6.09, failing this, his name will be removed from the seniority list.

Section 6.11

A person refusing recall to the job lower paid than that he held at time of lay off will not lose seniority, but will lose future recall rights to the job which he refused to accept and other jobs of comparable or lesser pay than the job refused.

Section 6.12

Temporary jobs, estimated to be four weeks or less, if refused by the person recalled, will not affect the persons future recall rights.

Section 6.13

For temporary work other than vacation replacement and leaves of absence, for continuous periods over one week, the senior employee, in the next lower job class, who is qualified to do the work, will be given an opportunity to do the work, for this first temporary vacancy only. If there is no qualified senior employee, or if such employee declines the opportunity, the Employer may hire temporary employees for temporary work, failing to find a candidate from the recall list as provided in Section 6.06. The Union will be informed of the expected duration of such expected work which shall not exceed thirty days except by mutual

agreement and except for vacation replacement which shall not exceed *six* months and except for absence due to sickness or injury or leave of absence, as provided in Article 8. Seniority shall not accumulate during this temporary employment, and the employee shall be subject to transfer, demotion, lay off, disciplinary action or discharge at the sole discretion of the Employer. Should a temporary employee become permanent, his service as a temporary employee shall be recognized to represent proportionate service as a probationary employee and his seniority shall, as provided in Section 5.02 date from the commencement of his employment.

ARTICLE 7 Promotions

In all employment decisions made under Sections 6.02, 6.02(a), 6.02(b), 6.02(d), 6.03, 6.06, 7.03, and 7.07(b), seniority will apply after the following factors have been given consideration by management:

- (a) Qualifications to do the job
- (b) Physical fitness for the job
- (c) No employees shall be disqualified for promotion because of previous lack of experience on the job.

Section 7.01

All vacancies except temporary and except those in Hourly Group Classification 1, shall be posted simultaneously in **all** seniority units for a period of three (3) full days, exclusive of Saturday and Sunday. Whenever practicable, the Company CWS Committee will meet and establish a temporary rate for a new job posting.

The vacancy will be filled in the following manner:

1. Applicants from both seniority units will be given consideration for the vacancies.
2. If the vacancy is not filled in accordance with (1) above persons on the recall list will be given next consideration in the order of their general seniority.
3. If the vacancy is not filled in accordance with (1) or (2) above the Employer is free to hire a new employee.

Section 7.02

The local Union will be supplied with a copy of the job posting and a summary of the result, which shall show the names of applicants and the name of the successful candidate.

Section 7.03

Applicants shall be interviewed by the Employer in seniority order. Job vacancies will be filled by seniority providing the applicant possesses the minimum qualifications to perform the job.

Section 7.04

If a junior employee is promoted over a senior employee on the basis of Section 7.03, the senior employees shall be entitled on request to his supervisor to a written statement explaining the reason for his failure to receive the promotion.

Section 7.05

The successful bidder will have a training period up to thirty (30) calendar days but not less than seven (7) calendar days to acquaint himself with the details of the new job. If, after the training period, the Employer finds the successful bidder cannot satisfactorily perform the duties of the job, the employee will be returned to his former job and rate of pay.

Section 7.06

An employee who has accepted a promotion and satisfactorily performs the duties of the job, but decides for any reason that he does not wish to continue in that job, may transfer only through a successful application for a posted job.

Section 7.07

- (a) Employees promoted after April 26, 1973 will retain all seniority earned prior to the date of promotion and will accumulate seniority for a further twelve (12) months.
- (b) If later demoted, they shall return to their former department in the bargaining unit. The least senior employee in the seniority unit will be laid off. If the employee demoted has sufficient seniority he will displace the incumbent in his former job in the bargaining unit provided his seniority is greater. If unable to displace the incumbent he will displace the least senior employee in that wage class provided his seniority is greater and he possesses the minimum qualifications to do the job required. Failing this he will displace the least senior employee in the next lower wage classification provided his seniority is greater and he possesses the minimum qualifications to do the job required, and so on through the remaining job classes. Any displacements resulting from this procedure will be made according to Section 6.02.

ARTICLE 8 **Leave of Absence**

Section 8.01

An employee will be allowed a thirty (30) day leave of absence without pay for personal reasons if in the opinion of the Employer it is for good reason and does not unduly interfere with operations. Such leave must be requested in writing and may be extended for additional thirty (30) day periods at the discretion of the Employer. The Employee must request the extension in writing before the expiration of each leave and extension thereof. Seniority will accumulate as in Section 5.07(a).

Section 8.02

An employee with one year or more seniority will be granted a Maternity Leave of Absence up to four (4) months to begin and end at a time designated by the employee. Such leave will be in a period surrounding the birth of the child. Employees will give the Employer a minimum of two (2) weeks notice of such leave. The Employer's physician must certify she is able to return to work. Seniority will accumulate as in Section 5.07(b).

Section 8.03

An employee selected by the Union to attend Union conventions or conferences shall be granted a leave of absence without pay and without loss of seniority for a maximum of two (2) weeks provided that such leave will not unduly interfere with operations. In the event of more than one (1) employee being required to attend or one (1) employee requiring a

longer absence than two (2) weeks it will be considered between the Employer and the Union Negotiating Committee.

Section 8.04

One (1) employee shall be granted a leave of absence for not more than one (1) year without pay and without loss of seniority to work for the union in an official capacity. Such leave must be requested in writing by the Union. In the event of this employee requiring a longer absence, it will be considered between the Employer and the Local Union Negotiating Committee.

ARTICLE 9 Bereavement Leave

Section 9.01

- (a) When a relative of an employee dies, the employee shall receive a bereavement leave of three (3) working days, at the employee's regular hourly rate, if, upon request, the employee furnishes satisfactory proof of death.
Where the bereavement occurs while the employee is absent on vacation, the parties agree that the employee may add the three days to the conclusion of the vacation. When the spouse, son or daughter of an employee dies, the employee will be granted seven (7) calendar days, with pay, for regularly scheduled hours missed.
- (b) The word "relative" as used in this section, shall include only father, mother, father-in-law, mother-in-law, husband, wife, son, daughter, brother, sister, or common-law spouse, if listed as a dependent on employees health benefit plan, or, if employee is listed as a dependent on the deceased's health benefit plan.
- (c) When a grandparent, grandchild, son-in-law or daughter-in-law or grandparent of the spouse of an employee dies, the Employer shall grant an excused absence from the hours the employee is scheduled for work in his regular work week for the day of the funeral only, and will pay the employee for the scheduled hours not worked during the said day of the funeral at the employee's payroll rate, provided that upon request he furnishes the employer with satisfactory proof of death.
- (d) Such leave will not be granted under this Section where because of distance or other cause the employee does not attend the funeral of the deceased brother, sister, mother-in-law, or father-in-law.

ARTICLE 10 Jury Duty and Crown Witness

Section 10.01

If an employee is called for jury duty or serves as a juror or is subpoenaed by the Crown as a Crown witness, the Employer will pay to the employee the difference between his normal rate for the scheduled working hours spent on jury duty and the jury fee. Travel allowance paid to the employee will not be included when determining the jury fee and the Crown witness fee. The Crown witness payment will not apply to employees who appear in their own defence or those who appear as a witness for any other reason.

Section 10.02

In all leaves of absence provided for in Article 8 and absences provided for in Article 5, Section 5.07(a), (b), (c), (d), the resulting dislocation of work flow shall be worked out at the discretion of the Employer. When such absences are of sufficient duration to temporarily replace the absent employee, to preserve the job for the absent employee, the Employer shall make temporary assignments and/or fill the temporary job from the recall list or with a new employee. When it is possible, without disruption of the office and laboratory in the opinion of the Employer, such temporary assignments will be made with due regard to seniority and ability to do the work.

ARTICLE 11
Union Representation

Section 11.01

The Union has the right to select a Negotiating Committee of not more than two (2) employees of the Employer. The aforementioned employees, along with a full time representative of the Union will be recognized by the Employer in respect to negotiations for a new contract or amendments to the existing contract.

The Employer will meet with the Union Negotiating Committee upon fourteen (14) days notice to either party. The Employer will pay for time necessarily lost in negotiating meetings up to but not including the conciliation process at the regular straight time hourly rate up to a maximum of 7.5 hours for office employees or 8 hours for technical employees per day, or 12 hours if on 12 hour shifts at the time.

Section 11.02

The Employer will recognize Union Stewards. The number of Stewards and the area assigned shall be mutually agreed upon by the parties. The Employer shall be under no obligation to recognize or deal with Stewards or Committee Men with reference to adjustments of grievances unless their names have been duly certified in writing by the Union to the Employer.

Section 11.03

A Union Grievance Committee of not more than two (2) employees, shall be recognized by the Employer in matters pertaining to the administration of this Agreement, including grievances.

Section 11.04

Employer time shall be used by Stewards, only for the investigation, presentation and discussion of grievances and only upon permission of the supervisor it being understood that such permission will not be unreasonably withheld and can, under any circumstances, be withheld only temporarily.

Section 11.05

It is understood that, from time to time, various Union Committees may wish to meet during working hours to discuss general Union business. Permission will be granted for such meetings when no undue interference with the work of the Office or Laboratory will result, it being further understood that the Employer is not responsible for the payment of lost time to employees involved in such meetings.

Section 11.06

Subject to the foregoing and when necessary, the Employer will permit the appropriate Steward to go into the parts of his department other than his own regular place of work for the purpose of discussion of grievances. In such circumstances the Steward will advise both the supervisor of his own department and the supervisor of any other section which he may enter.

Section 11.07

Subject to the provisions of this Article, committee members and Stewards will be paid for time lost.

Section 11.08

Representatives of the Employer and the Union Grievance Committee shall meet monthly to consider any matters of mutual interest.

Section 11.09

One (1) member of the Grievance Committee shall have the right to visit departments of the plant other than their own for the purpose of investigating and adjustment of grievances being adjusted through the Grievance Committee under this Agreement. Arrangements for this purpose will be cleared with the Personnel Manager.

ARTICLE 12

Grievance Procedure

Section 12.01

Should an employee believe that he has been unjustly dealt with or should he contend that any of the provisions of this Agreement have not been complied with or that he has been affected by an alleged misinterpretation or violation of this Agreement, he shall have the right to have the contention (hereinafter referred to as "the grievance") investigated and adjusted in accordance with the Grievance procedure as hereinafter provided.

Step 1:

A Grievance handled under this procedure shall, in the first instance be taken up by the department shop steward with the Foreperson or in his absence the appropriate supervisor, or management personnel, having supervision over the employee or employees concerned in the grievance. Such Foreperson or supervisor is to render a decision within forty-eight (48) regularly scheduled work hours from the time the presentation is made by the Steward.

Step 2:

If the grievance cannot be disposed of in the 48 hour period, it will be reduced to writing and presented to the Foreperson, who handled the grievance in the first instance, within 5 days after the initial grievance decision. The written grievance shall set forth the following:

- (a) The nature of the grievance and the circumstances out of which it arose and the section or sections, if any, of the Agreement claimed to be violated.
- (b) The remedy or correction which the Employer is requested to make. The Foreperson will endeavour to settle the grievance and will present his decision in writing within five (5) working days after receipt of the written grievance to the

appropriate Steward and shall forward one (1) copy to the Chairman of the Union Grievance Committee.

Step 3:

If the disposition of a grievance in the previous step is not acceptable, the Local Union may, within 10 working days of the written disposition of Step 2, inform the Personnel Manager in writing. The Employer's Grievance Committee will wherever practical meet with the Union Grievance Committee (which shall not exceed three in number) within ten (10) working days of receipt of the grievance and will dispose of the grievance in writing within 10 days after the final discussion.

A representative of the International Union and a representative of the Executive of the Employer may be present at this Step.

Section 12.02

A grievance relating to the discharge of an employee shall be disposed of in the first instance under Step 3 of the above Grievance Procedure, provided that the grievance is presented in writing to the Plant Manager within five days of the employee's discharge.

If not disposed of under Step 3, such a grievance shall then be dealt with under the balance of the Grievance Procedure provided in this Agreement. When an employee is discharged, suspended or receives written disciplinary action, the Employer will give notice thereof to the secretary of the Union as soon as reasonably possible, but in no case longer than two (2) days after such action, stating in such notice the cause or causes of the action.

If it is determined or agreed at any step of the grievance procedure or decided by a board of arbitration that any employee has been disciplined or discharged unjustly, or that a penalty is too severe, Management shall put him back on his job with no loss of seniority and they shall pay the employee the amount he would have earned had he been working or by any other arrangement as to compensation which is just and equitable in the opinion of the parties or in the opinion of the arbitrator, if the matter is referred to an arbitrator.

Disposition of a grievance under any of the foregoing Steps will be final unless the grievance is pursued to the next Step in the time and manner described above.

Arbitration

Section 12.02

- (a) If a grievance is still not resolved by the foregoing steps it shall be submitted to arbitration, provided demand in writing is presented to the Personnel Manager, not later than ten (10) days after the disposition of the grievance by the representatives of the executives of the employer. The arbitrator will be chosen and mutually agreed to by the parties. In the event the parties are unable to agree upon an arbitrator within ten (10) days following the presentation of written demand for arbitration, an application may be made to the Minister of Labour for the Province of Ontario by either party to appoint an impartial arbitrator.
- (b) The decision of the arbitrator shall be final and binding upon the Employer, the Union and all employees involved.
- (c) The arbitrator shall not have the power to add or subtract from or modify any of the terms of this Agreement or any Agreement supplements hereto, nor to pass upon any controversy arising from any demand of the Union to increase any wage rates

prevailing at the time, except as provided for in Section 8.03 nor to rule on any matter outside the coverage of this Agreement.

- (d) Each of the parties hereto will jointly share and share alike the expenses of the arbitrator and such other expenses as may be mutually agreed upon by the parties.

Section 12.04

The expense incident to the services of the impartial third party so selected or appointed shall be paid equally by the Employer and the Union.

Section 12.05

Employer time shall be used by Shop Stewards only for investigation presentation and discussion of grievances and only upon permission of the Foreperson, or in his absence the appropriate supervisor.

Section 12.06

The Employer shall be under no obligation to recognize or deal with Shop Stewards or Committee Men with reference to adjustments of grievances unless their names have been duly certified in writing by the Union to the Personnel Manager. Upon approval of the item by the Personnel Manager, a Shop Steward will be paid for time lost from his regular work in the adjustment of grievances.

Section 12.07

Subject to the foregoing and when necessary, the Employer will permit the appropriate Shop Steward to go into the parts of his department other than his own regular place of work for the purpose of discussion of grievances, provided this can be done at times designated therefore by the Foreperson, or in his absence the appropriate supervisor. Such forepersons or appropriate supervisor shall arrange the necessary appointment for such discussion. In every such instance permission is to be obtained in advance from such Foreperson or in his absence, the appropriate supervisor. Provided the foregoing is complied with, such Shop Steward will be paid for time lost at his hourly rate.

Section 12.08

A member of the Grievance Committee shall be permitted to visit departments of the plant other than their own for the purpose of investigating and adjustment of the grievances being adjusted through the Grievance Procedure under this Agreement, provided this can be done at times designated by the Plant Manager or his designated appointee whose permission is to be obtained in advance and who shall arrange the necessary appointments for such purpose.

Section 12.09

In all of the above clauses the number of days in every case does not include:

- (a) Other than continuous shift workers: Saturdays, Sundays and Holidays.
- (b) Continuous shift workers: Regularly scheduled days off and Holidays.

Section 12.10

Grievances in order to be considered must be presented within thirty (30) days after the occurrence leading up to the grievance except where the condition causing the grievance is of such a nature that the employee could not normally be expected to be aware of the condition within that period of time.

Section 12.11

Both parties will attempt to settle grievances according to the grievance procedure herein contained, and during the terms of this Agreement the Employer agrees that there shall be no lockout and the Union agrees that there shall be no slowdown, strike or other stoppage (total or partial) of work or any interference with work.

Section 12.12

The Union Negotiation Committee will consist of three (3) members including the Union President. The Employer **will** pay for time necessarily lost in negotiating meetings up to but not including the conciliation process at the regular straight time hourly rate up to a maximum of eight (8) hours per day per member.

ARTICLE 13

Discharge and Disciplinary Procedure

Section 13.01

Before any employee is discharged, the Chairman of the Union Grievance Committee shall be notified, and the employee shall be given the opportunity to consult with his Steward or other Union Officer privately before leaving the premises. **Any** grievance in a discharge case shall be filed at Step 3 of the Grievance Procedure within five (5) working days of the discharge.

Section 13.02

If it is necessary to notify an employee of any disciplinary action being taken against **him** this shall be done in the presence of his Steward. Management shall not take disciplinary action without first warning the employee unless circumstances justify immediate suspension or discharge. It is agreed that disciplinary penalties will not be imposed unreasonably or unjustly.

Section 13.03

If it is determined or agreed at any step in the Grievance procedure including arbitration that any employee has been disciplined or discharged unjustly, the Employer shall put **him** back on his job without loss of seniority and shall pay him the amount he would have earned had he been working or such other lesser amount as is just and equitable in the opinion of the parties or of a Board of Arbitration.

Section 13.04

Disciplinary actions which do not result in time off will be removed from the employee's file after **six** months from the date of issuance.

Section 13.05

This Article does not apply to temporary or probationary employees.

ARTICLE 14
Safety and Health

Section 14.01

The Employer will make all reasonable provisions for the health and safety of the employees during their working hours and will furnish adequate facilities and equipment for that purpose. The Union acknowledges its responsibility and that of the employees to cooperate in the maintenance of healthful and safe working conditions and in the observance of Employer rules in this regard.

Section 14.02

The Employer will pay, as required, to all active employees, a safety shoe allowance of \$95.00, before January 31st. Employees who are not actively employed at the date of payment of the safety shoe allowance will receive the allowance upon return to work within the calendar year. The safety shoe allowance will not be paid to probationary employees, however, probationary employees without safety shoes will be given the allowance, if requested, and the Company will deduct the allowance over the first two pay periods. Upon completion of the probationary period, the Company will pay the allowance.

Section 14.03

It is the policy of this Company that no employee should work in excess of 16 consecutive hours and should be reasonably rested before beginning his next work assignment. The only exception will be for emergency situations that encompass critical furnace problems or are life threatening. The Environmental, Health and Safety Manager must be contacted for approval to work in excess of 16 hours. Employees who are nearing the 16 hour mark (ie. 14 hours) will notify their supervisor so that alternate coverage can be arranged, if necessary.

ARTICLE 15
Bulletin Boards

Section 15.01

The Employer agrees to provide Bulletin Boards at suitable locations in the office available for the posting of Union Notices. These notices will be posted only by the Union President or his designate in his absence. Such notices will be confined to:

- (a) Notice of Union Meetings
- (b) Notices of Union Elections
- (c) Notices of Results of Election
- (d) Notices of Union Social Events
- (e) Other materials of general interest and importance to union members only if authorized by the local Union President and subject to the approval of the Personnel Manager.

ARTICLE 16
Handicapped Employees

Section 16.01

In the event of an employee sustaining injuries at work and becoming physically handicapped as a result, every reasonable effort will be made by the Employer to give the handicapped employee such suitable employment as is available.

ARTICLE 17
Hours of Work

Section 17.01

- (a) Employees other than continuous shift workers: Laboratory and Industrial X-Ray Employees; the regular work day shall be eight (8) hours, normally from 8:00 a.m. to 4:30 p.m. with one-half hour for lunch.
Office Employees: The regular work day shall be seven and one-half (7-1/2) normally from 8:00 a.m. to 4:30 p.m. with one (1) hour for lunch.
- (b) Should it be necessary to operate a second shift the hours shall be established by the Employer with daily and weekly hours comparable to the day shift.

Section 17.02 - Schedules for Continuous Shift Workers

(a) 8 Hour Shift Schedule

The Company may schedule four weeks consisting of 40-40-40-48 hours with regularly scheduled hours of eight hours per day. Time and one-half will be paid for all "Off Schedule Hours" in the first off scheduled work period. Additional periods of the same "Off Schedule" work, if on consecutive work days, shall be at the regular rate. **Any** schedule which has been changed without giving 72 hours notice will be regarded as an "Off Schedule". Such notice shall be 72 hours between the time of the notice and commencement of the re-scheduled shift. The 72 hour notice period shall apply in all cases except for the successful bidder filling the job posting, where it will be 48 hours.

(b) 12 Hour Shift Schedule and Provisions

The Company may schedule four weeks consisting of 36-48-36-48 hours, with regularly scheduled daily hours of 12 hours per day.

1. Floaters & Statutory Holidays

- a) If an employee works a Stat Holiday he will be paid as follows:
- 12 hours at time and one half and 8 hours holiday pay
- b) When an employee takes a scheduled day off for his floater he will receive 12 hours holiday pay.

- c) If an employee chooses not to take time off for his floater(s), he will be paid 12 hours holiday pay, at year end, for each floater not taken off.

2. Off Schedule

The parties agree that in the event the Company changes a shift schedule, without giving 72 hours notice of the change, the first off scheduled shift will be paid 8 hours at time and one half and 4 hours straight time.

3. Incumbency

The principle of incumbency for the purposes of overtime assignments will not apply, in the case of those employees on 12 hour shifts.

4. Overtime

Employees will receive overtime at the rate of time and one half only in the event that they work more than twelve hours in one day or are scheduled to work an overtime shift.

5. Meal Allowance

Employees on 12 hour shifts will receive a meal allowance after 14 consecutive hours and for each additional five hours worked on such occasion the employee will receive an additional meal allowance.

6. Payroll

The employees will be paid as follows:

36 hours straight time

44 hours straight time and 4 hours at time and one half

36 hours straight time

44 hours straight time and 4 hours at time and one half

7. On Call

Designated employees will be on call one hour before and one hour after each shift. Employees may change "on call" periods, subject to Section 17.02(8).

8. Mutual Shift Changes

Employees shall be allowed the right to change shifts providing such employees can arrange such changes between themselves, and obtain permission from the Management in advance and provided further that the Employer shall not be liable to pay overtime in respect of any such change.

The Company reserves the right to change schedules with one week's notice. It is understood that the change to 12 hour shifts, will, in principle not cost the Company additional money.

ARTICLE 18

Overtime

Section 18.01

All authorized overtime will be paid on a daily basis, at the rate of time and one-half the employee's hourly rate, for all time worked outside the normal hours referred to in Article 17.

Section 18.02

- (a) Time and one-half will be paid for all time worked on the employee's sixth day of work in the work week and double time shall be paid for all time worked on the employee's seventh day of work in the work week. The work week is from Saturday 11:00 p.m. to Saturday 11:00 p.m. If a holiday falls on one (1) of the first five (5) days of the work week, it will be counted as a day worked (whether worked or not) in determining the sixth and seventh day of work in the pay period for non-continuous shift workers.
- (b) Except for continuous shift workers, double time shall be paid for all time worked on Sunday.

Section 18.03

Non continuous shift workers who are required to work one and one-half hours or more overtime, after working a full day or shift, will receive a \$10.00 meal allowance added to their regular pay cheque, and for each additional five (5) hours worked on such occasion, the employee will receive an additional \$10.00 meal allowance.

Section 18.04

No employee shall be required to take time off because of overtime worked.

Section 18.05

Overtime will be distributed as equitably as possible among the employees normally doing the work.

ARTICLE 19

Shift Premiums

Section 19.01

Afternoon shift is defined as a shift, the majority of the hours of which fall between 3:00 p.m. and 11:00 p.m.

Section 19.02

Night shift is defined as a shift, the majority of the hours of which fall between 11:00 p.m. and 7:00 a.m.

Section 19.03

Effective April 26, 1996:

- (a) For work performed upon the afternoon shift, the Employer will pay forty-seven cents (\$.47) per hour above the employee's regular rate of pay for each hour worked.
- (b) For work performed upon the night shift, the Employer will pay forty-nine cents (\$.49) per hour above the employee's regular rate for each hour worked.
- (c) Employees working on a continuous shift, which is a shift that is scheduled three (3) shifts per day, seven (7) days per week, will receive a shift premium of fifty-one cents (\$.51) per hour above the employee's regular rate for each hour worked.
- (d) Continuous shift workers will receive one dollar and fifty cents (\$1.50) per hour premium for work performed on Sundays.

Effective April 26, 1997:

- (a) The afternoon shift premium will be increased to forty-nine cents.
- (b) The night shift premium will be increased to fifty-one cents.
- (c) The continuous shift premium will be increased to fifty-four cents.

The shift premiums referred to in this Section are to be in addition to any regular afternoon and night shift overtime, holiday, or off scheduled hours premiums which are payable.

ARTICLE 20

Reporting Allowance

Section 20.01

Employees required to report for work other than their normal hours, thus requiring an extra trip to and from work shall be paid premium of \$8.00 and a minimum guarantee for four (4) hours pay. This shall not apply when the employee has been scheduled for such work in the prior week.

Call-ins on a paid Holiday shall be governed by the provisions of Article 21.03.

ARTICLE 21

Holidays

Section 21.01

The following shall be considered as paid holidays for employees actively at work or on vacation:

New Year's Day, Good Friday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Christmas Day, Boxing Day, and two floating holidays.

When orderly operations may so require, the employer will have the ultimate right to allocate the floating holidays. So far as it is practicable, the holiday shall be taken at the time requested by the employee. Employees will be eligible for one floating holiday after completion of 90 days. They will be eligible for the second floating holiday after the completion of one year of continuous employment with the Company. Employees returning from lay off must work for three months before they are eligible for either of the floating holidays. The floating holidays must be taken by December 31 of the current calendar year or the employee will be paid in lieu of the holidays at the end of the year.

Section 21.02

If the holiday falls on a Sunday it will be observed on the following Monday. If the holiday falls on a Saturday, it will be observed on the previous Friday. The above will not apply to continuous shift workers who will observe the holiday on the day it falls.

Section 21.03

An employee required to work on any of the above holidays shall be paid at the rate of one and one-half times his regular straight time hourly pay for time worked, in addition to his holiday pay. An employee will be paid at the rate of double time his regular straight time hourly rate for time worked outside of his normal scheduled hours on any of the above holidays.

Section 21.04

In the event that one (1) or more of the above holidays occur during an employee's vacation, he shall be paid for the holiday(s) in addition to his vacation pay, and it shall be added to his vacation period.

Section 21.05

Employees receiving sickness and accident insurance will be paid the difference between the daily benefit and his/her holiday pay. Holiday pay is equivalent to his/her basic daily rate.

**ARTICLE 22
Vacations**

Section 22.01

Subject to the following sections of this Article, the employee will receive vacation benefits for the duration of this Agreement as follows:

Seniority Test Date - December 31

General Seniority	Benefit
1 year or more but less than 5 years	2 weeks
5 years or more but less than 12 years	3 weeks
12 years or more but less than 20 years	4 weeks
20 years or more	5 weeks

4% - Hiring date to but not including fifth year of employment

6% - Fifth year of employment to, but not including twelfth year of employment

8% - Twelfth year of employment to, but not including twentieth year of employment

10% - Twentieth year of employment and thereafter

Weekly vacation pay shall not be less than the employee's current regular weekly home job rate, provided they have not been laidoff.

Section 22.02

So far as it is practicable, all vacations shall be at the time requested by the employee. Consideration shall be given to the applicant's allotment of vacation time, in accordance with general seniority, within the separate units as defined in Section 5 and the employees in accordance with their seniority will be permitted to select the most suitable times for their

vacations up to a maximum of three (3) weeks on the first pass. The selection of the remaining vacation allotment will be made on the second pass. It is agreed that the first pass selection referred to will be done no earlier than February 1 of the current calendar year.

Section 22.03

Where orderly operation may so require the Employer will have the ultimate right to allocate vacation time. It may elect to shut down one or more operations for the purpose of giving vacation time off to eligible employees working therein. It may also if agreeable between the Local Union and Management substitute vacation money for vacation time.

Section 22.04

Vacation pay for each week of benefit will be two (2) percent of earnings as defined in the appropriate Section 22.05 through 22.10.

Section 22.05

All employees will be paid vacation pay at the percentages as shown in Section 22.04, applied to the preceding calendar year's earnings. Payment will be made at the time vacation is taken or when he leaves our employ (discharge, quit, layoff) whichever is the earlier.

Section 22.06

If an employee who is entitled to a vacation has been away from work due to an accident or occupational disease which occurred in the performance of his duties with the Employer and which has been accepted as a compensable accident or occupational disease by the Workers' Compensation Board and for which the Workers' Compensation Board has paid for thirty (30) consecutive days, or due to personal illness for thirty (30) consecutive days his vacation pay shall be for each week two (2) percent of a calculated figure, such calculation to be made by dividing the total earnings of such employee in the preceding calendar year by the number of calendar weeks worked by such employee in that period and by multiplying the result by 52. Effective January 1, 1993 vacation pay will only be paid where the employee has actively been at work for at least one day in the previous year.

Section 22.07

If an employee who would be able to qualify for two (2) weeks vacation before the end of his qualifying period is permitted to take his vacation before he has actually attained the required general seniority he will receive his vacation pay for that vacation for which he has qualified at the time of taking the vacation and the balance when he has attained the required general seniority

Section 22.08

Employees leaving our employ:

- (a) Quit or discharge. In addition to payment as shown in Section 22.05, will be paid vacation pay (2% for each week of benefit) on the total earnings of the employee in the current year.
- (b) Employees laid off. In addition to payment as shown in Section 22.05, will be paid vacation pay (2% for each week of benefit) on the total earnings of the employee from January 1st of the current year or recall date in the current year whichever is

the more recent, to date of layoff.

Section 22.09

Total earnings is defined as the total amount earned by employees under the terms of this Agreement.

Section 22.10

For employees retiring in a current year who were absent from work for all or part of the current year due to an accident or occupational disease accepted as compensable by the Workers' Compensation Board or due to personal illness, current year's earnings, as referred to in Section 22.09 will be calculated as follows:

- (a) Absent for all of current year. Current year's earnings shall be calculated at the employee's payroll hourly rate at the time of his retirement multiplied by the straight time hours he would have worked during the calendar year.
- (b) Absent for part of the current year. Current year's earnings shall be actual earnings during the current year plus the employee's payroll hourly rate multiplied by the number of additional hours he would have worked during the current year.

ARTICLE 23

Earnings Continuance Fund

Section 23.01

Each employee will be entitled to a maximum of two days pay for necessary absences from work during the calendar year. Such pay, at current rates of pay, will be for absences due to sickness, accident or other health requirements of employees, or for other necessary reasons, or for absence due to sickness, accident or other health requirements of the employee's immediate family. Necessary personal business will also be recognized as reason for payment and shall be interpreted to include such personal matters as: personal business required to be done during business hours, involved in such major transactions as buying homes, attendance at funerals of relatives, close personal friends, business associates, not provided for in the Bereavement Leave provision; or the day before employee's own wedding. Other reasons shall be subject to review by the Company and the Union.

A form will be agreed upon between the parties, which form will be completed and submitted by the employee claiming payment. Should an employee not use all the two days allowance by December 1st, the employee will receive the unclaimed amount in a lump sum payment in the first full pay period in December. New employees will receive their entitlement on a pro rata basis. Employees terminating their employment for any reason will likewise receive a pro rata adjustment based on the difference between days accrued and days paid. No employee shall receive a full days pay from this source and Sickness and Accident benefit for the same day. However, an employee will be allowed to use this fund to make up the difference between Sickness and Accident benefits and his regular rate in accordance with the provisions of this Article. Employees who are absent for more than three days because of illness may be required to submit a doctor's certificate.

ARTICLE 24
Occupation and Rates of Pay

Section 24.00

Effective April 26, 1982 the Standard Salary Scale will be converted to the Hourly Scale. "Laboratory and Industrial X-Ray" employees will receive 40 hours weekly and "All Others" will receive 37.5 hours weekly, for all purpose with respect to pay.

Section 24.01

The "Manual for Job Description, Classification and Wage Administration of the Clerical and Technical Jobs" dated July 12, 1973 (hereinafter referred to as the "Clerical Manual") is incorporated into this Agreement as Appendix "A", and its provisions shall apply as if set forth in full herein.

Section 24.02

Each employee's job shall be described and classified and a rate of pay applied to such employee in accordance with the provisions of this Agreement.

Section 24.03

Time necessarily lost by not more than two (2) members of the Union Job Evaluation Committee will be paid by the Employer at the regular straight time rate.

Section 24.04

Standard Hourly Scale:

- (a) Effective April 26, 1996 and continuing until April 25, 1997, a 27 cent across the board increase, and the present increment of forty-three cents will establish a Standard Hourly Scale for Year 1 as follows:

<u>Job Class</u>	<u>Standard Hourly Rate</u>	<u>Job Class</u>	<u>Standard Hourly Rate</u>
0	12.84		
1	13.29	7	15.99
2	13.74	8	16.44
3	14.19	9	16.89
4	14.64	10	17.34
5	15.09	11	17.79
6	15.54	12	18.24

- (b) Effective April 26, 1997 and continuing until April 25, 1998, a 23 cent across the board increase and the present increment of forty-five cents (\$.45) will establish a Standard Hourly Scale for Year 2 as follows:

<u>Job Class</u>	<u>Standard Hourly Rate</u>	<u>Job Class</u>	<u>Standard Hourly Rate</u>
0	13.07		
1	13.52	7	16.22
2	13.97	8	16.67
3	14.42	9	17.12
4	14.87	10	17.57
5	15.32	11	18.02
6	15.77	12	17.47

Section 24.05

The Standard Hourly Scale rate for each job is the standard rate for all jobs classified within such job class.

Section 24.06

In addition to the standard rates a schedule of training and development progressional rates is established containing the following:

- (a) **An** intermediate rate at a level one job class increment below the standard rate
- (b) **A** starting rate at a level two job class increments below the standard rate
- (c) **A** training rate at a level three job class increments below the standard rate

Section 24.07

The Schedule of Progressional Rates defined in Section 24.06 applied to each job in the respective job classes for the periods of time as follows:

- (a) Job Class 1: One period of three months at an intermediate rate
- (b) Job Class 2: Two periods of three months
 - (1) the first at a starting rate, and
 - (2) the second at an intermediate rate
- (c) Job Classes 3 to 7 inclusive: Two periods of six months
 - (1) the first at a starting rate, and
 - (2) the second at an intermediate rate
- (d) Job Class 8 and higher: Three periods of six months
 - (1) the first at a training rate,
 - (2) the second at a starting rate, and
 - (3) the third at an intermediate rate

Schedule 24.08

Schedule of Progressional Rates:

- (a) Year 1 - Effective April 26, 1996 and continuing until April 25, 1997, the Schedule of Progressional Rates shall be as follows:

<u>Job Class</u>	<u>Training;</u>	<u>Starting</u>	<u>Intermediate</u>	<u>Standard</u>	<u>Number of Training Periods</u>
0				12.84	Nil
1			12.84	13.29	1 - 3 Mo.
2		12.84	13.29	13.74	2 - 3 Mo.
3		13.29	13.74	14.19	2 - 6 Mo.
4		13.74	14.19	14.64	2 - 6 Mo.
5		14.19	14.64	15.09	2 - 6 Mo.
6		14.64	15.09	15.54	2 - 6 Mo.
7		15.09	15.54	15.99	2 - 6 Mo.
8	15.09	15.54	15.99	16.44	3 - 6 Mo.
9	15.54	15.99	16.44	16.89	3 - 6 Mo.
10	15.99	16.44	16.89	17.34	3 - 6 Mo.
11	16.44	16.89	17.34	17.79	3 - 6 Mo.
12	16.89	17.34	17.79	18.24	3 - 6 Mo.

- (b) Year 2 - Effective April 26, 1997 and continuing until April 25, 1998, the Schedule of Progressional Rates shall be as follows:

<u>Job Class</u>	<u>Training</u>	<u>Starting</u>	<u>Intermediate</u>	<u>Standard</u>	<u>Number of Training Periods</u>
0				13.07	Nil
1			13.07	13.52	1 - 3 Mo.
2		13.07	13.52	13.97	2 - 3 Mo.
3		13.52	13.97	14.42	2 - 6 Mo.
4		13.97	14.42	14.87	2 - 6 Mo.
5		14.42	14.87	15.32	2 - 6 Mo.
6		14.87	15.32	15.77	2 - 6 Mo.
7		15.32	15.77	16.22	2 - 6 Mo.
8	15.32	15.77	16.22	16.67	3 - 6 Mo.
9	15.77	16.22	16.67	17.12	3 - 6 Mo.
10	16.22	16.67	17.12	17.57	3 - 6 Mo.
11	16.67	17.12	17.57	18.02	3 - 6 Mo.
12	17.12	17.57	18.02	18.47	3 - 6 Mo.

Schedule 24.09

The established training, starting, intermediate or standard rate shall apply to each employee during such time as the employee is assigned to the respective rate classification in accordance with the provisions of this Agreement.

Section 24.10

Each employee on a job shall be assigned to the applicable training, starting, intermediate or standard rate for the job on the basis of work on the job with the progression from an

applicable rate to the next higher applicable rate to be at intervals of work as specified in Section 24.07 provided, however, that paid absences from work other than paid absences in cases of non-occupational disability due to sickness or accident shall be considered as time worked.

Section 24.11

An employee promoted from one job to another job in higher job class shall be assigned to that training, starting, intermediate, or standard rate of the job to which promoted which is next higher than the rate from which promoted and thereafter the respective arrangement regarding progression to the next higher applicable rate or rates, if any, of the job to which promoted shall apply.

Section 24.12

An employee transferred from one job to another job of equal job class shall be assigned to the training, starting, intermediate or standard rate of the job to which transferred that is in the same job class as the rate from which transferred; and

- (a) If training for the job to which transferred was provided by work on the job from which transferred, the respective arrangement regarding progression to the next applicable higher rate or rates, if any, of the job to which transferred shall apply with the employee receiving credit for hours of work on the job at the job class rate from which transferred; or
- (b) If training for the job to which transferred was not provided by the job from which transferred, the respective arrangement regarding progression to the next higher applicable rate or rates if any, of the job to which transferred shall apply.

Section 24.13

An employee demoted from one job to another job in a lower job class shall be assigned to the standard rate of the job to which demoted, if such standard rate is equal to or less than the rate from which demoted and otherwise to the intermediate, starting or training rate which is equal to or next lower than the rate from which demoted, and thereafter the respective arrangement regarding progression to the next higher applicable rate or rates, if any, of the job to which demoted shall apply, provided, however, that an employee returned to a job from which demoted shall be reassigned to the rate classification and time progression status that was in effect for such employee at the time of demotion, except that such reassignment shall be to an applicable rate of the job not lower than the rate attained during the demotion, and thereafter the respective arrangement regarding progression to the next higher applicable rate or rates, if any shall apply.

Section 24.14

On jobs requiring a progressional period in excess of six months of work on the job, the minimum rate shall not necessarily be the hiring rate and due regard shall be given in such cases to the employee's demonstrated ability on the job in making final assignment to an applicable training, starting or intermediate rate classification.

Section 24.15

A rate adjustment resulting from the completion by an employee of any applicable progressional period shall be made effective by the Company as of the beginning of the pay period closest to the date upon which such employee completed such period. **As** of the date

Such rate adjustment is made, the employee, if below the standard rate classification, shall be considered to have begun to accumulate the necessary time towards completion of the next higher progressional period, if any.

Section 24.16

Effective on the date specified in Section 24.04 all employees shall have their rates of pay adjusted as follows:

- (a) If the employee is not receiving an "out-of-line differential" prior to the date specified in Section 24.04 the rate of pay of such employee shall be adjusted to conform to the applicable training, starting, intermediate or standard rate for that employee's job, as provided in Section 24.08.
- (b) If the employee is receiving an "out-of-line differential" prior to the date specified in Section 24.04 the rate of pay of such employee shall be increased by the amount by which the standard rate for Job Class 0 has been increased, as provided in Section 24.04 and the following shall govern:
 - (1) If the employee's new rate resulting from such increase is greater than the applicable training, starting, intermediate or standard rate for the job, as provided in Section 24.08 the amount by which such employee's new rate is greater than the rate provided in Section 24.08 shall become such employee's new "out-of-line differential" (which shall replace the former "out-of-line differential") and shall apply in accordance with the provisions of this Agreement.
 - (2) If the employee's new rate resulting from such increase is equal to or less than the applicable training, starting, intermediate or standard rate for the job, as provided in Section 24.08 the rate of pay of such employee shall be adjusted to conform to the applicable training, starting, intermediate or standard rate for the job, as provided in Section 24.08 and the former out-of-line differential" shall be terminated.

Out-of-Line Differentials

Section 24.17

The Company shall furnish to the Union a list of all incumbents who are to be paid "out-of-line differentials" in accordance with the terms of this Agreement, and such list shall contain the following:

- (a) Name of the employee to whom "out-of-line differential" is being paid,
- (b) Job title of job on which "out-of-line differential" is being paid,
- (c) Job classification of such job,
- (d) Standard rate of such job,
- (e) Applicable rate level at which "out-of-line differential" applies,
- (f) Amount of "out-of-line differential", and
- (g) Date such "out-of-line differential" became effective.

Section 24.18

Except as such "out-of-line differential" may be changed by the means hereinafter provided, any employee included in the list referred to in Section 24.17 shall continue to be paid such "out-of-line differential" during such time as the employee is assigned to the applicable training, starting, intermediate or standard rate level of the job for which the "out-of-line differential" was established.

Section 24.19

If an employee with an "out-of-line differential" is promoted to a job of higher job class, a new "out-of-line differential" shall be established if the employee is assigned to an applicable rate level which is less than the employee's current rate.

Section 24.20

If an employee with an "out-of-line differential" is demoted to a job of lower class, then the "out-of-line differential" shall be terminated.

Section 24.21

If an employee with an "out-of-line differential" is transferred, at the request of management, to another job in the same job class, there shall be no change in such employee's "out-of-line differential", except as provided in Section 24.24.

Section 24.22

If such employee referred to in Section 24.19 and 24.20 is returned to the job for which the "out-of-line differential" was established, the "out-of-line differential" shall be reinstated except as it may have been reduced in Sections 24.23 and 24.24.

Section 24.23

The progression from a training, starting or intermediate rate to a higher rate classification on a given job shall operate to reduce the "out-of-line differential" by the amount of the progressional increase or to eliminate the "out-of-line differential" if such is less than the amount of the progressional increase.

Section 24.24

In addition to the other means provided in this Agreement, increases in the increment between job classes shall be used to reduce or eliminate "out-of-line differentials".

Temporary Transfer

Section 24.25

In case of a temporary transfer an employee's rate assignment shall not be changed except as required for progression to a higher applicable rate level, if any, as provided in Section 24.10. The rate assignment of an employee temporarily transferred to a job in a higher job class shall not be changed until such employee occupies the job for a period of one (1) working day or more at which time such employee's rate assignment shall be changed in accordance with the provisions of Section 24.11. At the end of the temporary assignment such employee shall revert to the applicable rate on the regular job. Hours worked on a temporary assignment shall be credited towards progression on such employee's regular job.

ARTICLE 25

General

Section 25.01

Any mathematical or clerical errors made in the preparation, establishment or application of job descriptions, job classifications or applicable rates shall be corrected to conform to the provisions of this Agreement.

Section 25.02

Except as otherwise provided, no basis shall exist for an employee covered by this @Agreement to allege that an hourly rate inequity exists and no grievance on behalf of an employee alleging an hourly rate inequity shall be filed or processed during the term of this Agreement.

Section 25.03

A list of Job Titles and Job Classes of all jobs performed by employees in the Bargaining Unit is incorporated into this Agreement as Exhibit "A".

Section 25.04

Shift workers shall be allowed the right to change shifts providing such employees can arrange such changes between themselves, and obtain permission from the Management in advance and provided further that the Employer shall not be liable to pay any overtime in respect of any such change.

Section 25.05

An employee prevented from reporting for work by reason of sickness or other sufficient cause shall notify the Employer in advance of his scheduled reporting time, if possible, and in any event, as soon after his scheduled reporting time as is possible. Inability to work so reported shall be deemed to continue until express notice to the Employer that the employee is again able to report. **An** employee failing without good reason to comply with the foregoing shall be subject to discipline.

Section 25.06

Where an employee's work is considered unsatisfactory, the Department Head shall first interview the employee privately and give him reasonable time, which shall be specified, to show improvement. If the employee does not show improvement within the time specified, the Department Head shall give the employee notice in writing of the nature of the unsatisfactory work at the same time filing a copy with the Steward.

Section 25.07

The Employer will provide Insurance and Pension benefits which are described in separate documents which are to be considered as separate Agreements between the parties. Each employee will be given a copy of the Pension Plan and the Insurance Plan.

Section 25.08

The Employer will supply a copy of this Agreement to each employee included in the Agreement.

Section 25.09

As agreed during the 1982 negotiations, the Employer will select the carriers for all benefits negotiated between the Employer and the Union.

ARTICLE 26
Technological Change

Section 26.01

Both parties recognize the importance of lessening as much as reasonably possible the effects of technological change upon the job security and the earnings of an employee older in service who may be displaced from his job as a result of such change. The Company will notify the Union **six (6)** months in advance of any technological change which may cause a displacement of employees from their jobs. The Company will meet and inform the Union of the planned change and will hold further meetings with the Union, if requested, for the purpose of discussing general matters of mutual concern affecting the interests of the employees affected.

The Company will also meet with the Union as far in advance as practicable prior to the time that the technological change is to take place to discuss the application of this Program with respect to such employees.

Definition of technological change shall mean the automation of equipment, or the mechanization or automation of duties, or the replacement of an existing facility with a new facility which produces the same product. The displacement of an employee from a job description as a result of depressed business conditions, relocation or reassignment of equipment which is not the direct result of a technological change in such equipment, resource depletion or product obsolescence or market shift which is not the cause or the result of a technological change, fault of the employee, or lay-offs caused by a strike, slowdown, lockout, sabotage, Act of God, or breakdown shall not be considered to be a technological change.

ARTICLE 27
Duration of Agreement

Section 27.01

This Agreement is effective from April 26, 1996 until midnight April 25, 1998 and shall automatically renew thereafter from year to year unless either party within the period of ninety (90) days prior to April 25, 1998 or a like period in any subsequent year notifies the other of desire to modify or amend the Agreement.

In such event, negotiations on any such proposed modifications or amendment shall take place between the parties within ten (10) days of such notice.

IN WITNESS WHEREOF, the parties have executed this AGREEMENT on the date first above written.

WASHINGTON MILLS ELECTRO MINERALS CORPORATION

S. Thorne
R. Campbell

UNITED STEELWORKERS OF AMERICA

G. Teal

**UNITED STEELWORKERS OF AMERICA LOCAL 4151
OFFICE & TECHNICAL UNIT**

L. Welsh
J. Gosnell

EXHIBIT "A"

WASHINGTON MILLS ELECTRO MINERALS CORPORATION

NIAGARA FALLS, ONTARIO

OCCUPATIONS AND HOURLY GROUP CLASSIFICATION

Laboratory & Industrial X-Ray Employees

<u>Job Code</u>	<u>Job Class</u>	<u>Standard Title</u>
406	9	Technician Industrial X-Ray
506	12	S.P.C. Technician

Office & Other Employees

<u>Job Code</u>	<u>Job Class</u>	<u>Standard Title</u>
902	1	Mail Clerk
121	3	File Clerk
904	3	General Clerk Purchasing
850	4	Receptionist-Switchboard Operator
209	4	Accounting Clerk & Typist
106	4	Maintenance Clerk
521	7	Senior Accounts Payable Clerk
568	7	Senior payroll & Accounts Payable Clerk
626	9	Order Information Correspondent
403	11	Buyer/Order Information Correspondent
104	12	Maintenance Scheduler

APPENDIX

AGREEMENT made this 26th day of April 1996 between:

WASHINGTON MILLS ELECTRO MINERALS CORPORATION, NIAGARA FALLS, ONTARIO (hereinafter called the Employer),

and

THE UNITED STEELWORKERS OF AMERICA (hereinafter called the Union) on behalf of itself and its Local 4151, Office & Technical Unit (hereinafter called the Local Union)

Pension, Health Care & Life Insurance Plans

The parties agree that the Pension Plan, Health Care and Life Insurance Plans will be continued in effect until April 25, 1998. These plans, except any modifications by the Board of Directors in Section 10 on Page 24 of the Retirement Plan will continue in effect until April 25th, 1998.

The Agreement will remain in effect for successive periods of one year, unless one of the parties indicate in writing to the other party a desire to modify the provisions. Such notification shall be given within ninety (90) days prior to the termination date in the year 1996 or any subsequent year during the life of this Agreement, and this Agreement will terminate on the following April 25th unless extended in the interim by agreement between the parties.

Pension Plan

The parties agree that the Pension Plan referred to above shall be amended as follows:

- (1) Provide retirement at age 62 with no actuarial reductions.
- (2) (a) At April 26, 1996 the Pension Plan provides \$18,400 as the non-contributory portion for all employees.
- (b) The Pension Plan will be revised effective April 26, 1997 to provide \$18,800 as the non-contributory portion for all employees.

Health Care Benefits

The parties agree that the cost of Hospital and Medical Plans and Sickness and Accident Insurance (non-occupational) listed below will be shared as follows:

The Company will pay 100% of the cost of premiums for OHIP, Drug Plan and Supplementary Hospital Plan.

- (1) Hospital and Medical Plan:
 - (a) Supplementary Hospital Plan, equivalent to Blue Cross supplementary plan for semi-private.
- (2) Drug Plan:
 - (a) A.G. Drug Plan, with voluntary use of Medi-Trust mail order pharmacy, and a pay direct drug card and \$5.00 cap on dispensing fee.
- (3) Dental Plan:
 - (a) Providing 100% coverage on basic preventative plan and a 50-50% shared risk for major restorative (crowns, dentures and bridgework).
 - (b) The following Ontario Dental Association rates will apply during this Agreement:
April 26, 1996 - 1995 O.D.A
January 1, 1997 - 1996 O.D.A

There is a \$1,500 maximum, per insured person, per year for both the basic and major plans.

Effective April 26, 1996, the Company agrees to pay current premium charges for employees who retire at age 62 for Extended Health Care until those employees reach age 65. This does not include Semi-Private Hospital insurance. It is further understood and agreed that any premium increases during the period of this Agreement will be borne by those employees/retirees.

It is further agreed that employees who retire prior to age 62 will be allowed to pay premiums to the Company for Extended Health Care coverage as noted above.

Sickness & Accident Insurance (Non-Occupational)

The Company will provide Weekly Sickness and Accident Insurance (non-occupational) to employees in the Bargaining Unit equal to 66-2/3% of basic weekly earnings up to the maximum U.I.C. benefit.

Benefits start with the first day of accident, the first day of hospitalization, or the fourth day an employee is totally disabled, and will continue during his disability for as long as 26 weeks.

After he returns to work, if he again becomes disabled from a different unrelated cause, he again becomes eligible for full benefit.

In order to qualify for this benefit, the employee must be under the care of a physician licensed to practice medicine.

Pregnancy Leave

No disability benefits are payable for a period of pregnancy leave of absence in accordance with the following:

- (a) Employees entitled to pregnancy leave of absence in accordance with applicable provincial statutes. No benefits are payable for any period of pregnancy leave of absence requested by the employee and granted by the Employer in accordance with any existing provincial statute or during any period an employee could be placed on such pregnancy leave by the Employer in accordance with the Pregnancy Leave provisions of the applicable provincial statute.
- (b) Employees not entitled to pregnancy leave of absence in accordance with provincial statutes. No benefits are payable for any period that an employee is on pregnancy leave of absence as defined in this Agreement or any period during which an employee could be placed on such pregnancy leave by the Employer.

For insurance purposes hereunder, pregnancy leave of absence is defined as a period of time:

- (a) Which commences
 - (i) on the date of leave of absence from work, **OR**
 - (ii) ten weeks before the week in which confinement is expected **WHICHEVER IS LATER, AND**
- (b) Which terminates
 - (i) **six** weeks after the week of delivery, **OR**
 - (ii) fourteen weeks after the first week for which maternity benefits are claimed and payable under Section 30 of the Unemployment Insurance Act, **WHICHEVER IS LATER.**
- (C) No disability benefits are payable during any period of pregnancy leave of absence that **is** greater than the period provided for under (a) and (b) above, if an employee is entitled to and has applied for such greater period of pregnancy leave of absence under any term of contract of employment, oral or written, express or implied, that prevails over (a) and (b) above. Eligibility and effective date are the same as those applicable for Life Insurance.

Termination of Insurance

When an employee's employment is terminated, his insurance will cease on the last day of the month in which employment is terminated.

Life Insurance Plan

The Company will provide Life Insurance to employees in the bargaining unit, payable for death from any cause to any person named by the employee as beneficiary. The employee may have the beneficiary changed at any time.

Long Term Disability

An amount equal to $66\frac{2}{3}\%$ of the employee's basic monthly earnings, up to a maximum of \$1,100 per month and offset by Canada Pension. Benefit **is** payable for a maximum of five years, or until age 65. L.T.D. payments do not reduce life insurance amount.

accidental Death & Dismemberment Insurance

The Company will provide an amount equal to one and one-half times the basic earnings, to a maximum of \$50,000.

Dependant Life

Spouse	- \$4000
Dependant Children	- \$2000

Schedule of Insurance

Life Insurance will be \$25,000 - Company paid

Non-probationary employees (at April 26,1992) who wish to purchase additional insurance, up to a maximum of \$60,000 may do so, through the group, at a cost of 41 cents per thousand.

Grandfathered Group (active employees who turned age 55 between April 26, 1988 and December 31, 1992)

Life insurance will be equal to one and one-half times the employee's basic annual earnings, which amount of insurance will be adjusted to the nearest \$1000, but not to exceed a maximum benefit of \$60,000.

Employee contribution for Life Insurance will be 15 cents per thousand dollars of Life Insurance.

Retirees Life Insurance

The Company will provide a \$4,000 paid up life insurance policy to employees retiring at age 65. Early retirees will maintain same life insurance coverage as was in force prior to taking early retirement until age 65 when they will receive \$4,000 paid up policy. The employee U.I.C. rebate will be used towards funding this.

The Company will pay current premium charges for Extended Health Care, excluding Semi-Private Hospital, for employees who retire at age 62, until age 65. It is understood that premium increases will be borne by the employee.

Prior to age 62, employees will be allowed to pay premium to the Company for Extended Health Care to have coverage as above.

Definition of Basic Rate of Pay

Basic rate of pay is the employee's payroll hourly rate and basic annual earnings are calculated at this rate.

Group Policy and Certificates

The Life Insurance described briefly is subject to the terms and conditions of the Group Policy issued to the Company by the Life Insurance Company. If the employee becomes insured he will receive a certificate outlining his benefits under the Group Policy.

Eligibility and Effective Date

The employee becomes eligible for Life Insurance on the day after completing three months of continuous service. By enrolling on or before the day an employee becomes eligible he will become insured on the date of eligibility if he is then at work, otherwise on the day he returns to active work. To enrol, the employee must fill out and return his enrolment card. The employee is not required to take a physical examination if he enrolls on or before the day he could first become insured or within 31 days thereafter. However, if he does not enrol during that period, the Insurance Company may require him to pass a medical examination before he can become insured.

Probationary Employees:

Probationary employees will not have Group Insurance coverage listed in Appendix until their 91st day of employment.

Termination of Insurance

When an employee's employment is terminated, his insurance will cease on the last day of the month in which employment is terminated. Nevertheless, if he should die within 31 days thereafter, his Life Insurance will still be paid to his beneficiary. He may arrange with the Life Insurance Company to continue his Life Insurance protection under an individual policy, without medical examination, if he applies for it within 31 days after the date his employment terminates. The individual Life Insurance policy will be issued upon one of the forms of policies, except Term Insurance then customarily issued by the Life Insurance Company for Life Insurance only, without Disability Benefits, at the rate for his class of risk and age at the time. Because the Life Insurance will be payable for death occurring during the 31 days after the date his insurance terminates, the individual policy will not become effective until the 31 day period has expired.

Humanity Fund

A Humanity Fund has been established and all employees of this unit will contribute one cent (\$.01) to this fund for every hour worked.

Item 1 - Pay for day for industrial injury

An employee hurt in an industrial accident shall be paid for the balance of the shift on which he is working, including any overtime premium and applicable shift premium.

April 26, 1996

Mrs. Elizabeth Welsh
Chairperson, Local 4151
United Steelworkers of America

Dear Mr. Payson:

During our 1984 negotiations, the Union requested that continuous shift employees be allowed to take another day off in lieu of a holiday he or she was required to work and that those shift employees be allowed to take the actual holiday off if they are scheduled to work, provided in both cases that they can find another continuous shift employee who is qualified and mutually agree to such exchange.

It was agreed at these negotiations that the following conditions would apply to these work day exchanges:

- (1) . The Employer is not obligated to pay any additional overtime, holiday, meal allowance or other premium pay whatsoever in connection with these exchanges.
- (2) Employees wishing to make such exchanges must give prior notice to their supervisor.

If you are in agreement with this understanding, please sign this letter where indicated below.

S. Thorne

E. Welsh