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COLLECTIVE
AGREEMENT

BETWEEN

**GENERAL CHEMICAL
CANADA LTD.**

AMHERSTBURG, ONTARIO

AND

**LOCAL 89, C.A.W.
OFFICE & TECHNICAL WORKERS**

November 29, 1993

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AGREEMENT

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**GENERAL CHEMICAL
CANADA LTD.**

AMHERSTBURG, ONTARIO

AND

**LOCAL 89, C.A.W.
OFFICE & TECHNICAL WORKERS**

November 29, 1993

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COLLECTIVE AGREEMENT entered into this 29th day of November, 1993.

BY AND BETWEEN:

**GENERAL CHEMICAL Canada LTD,
Amherstburg, Ontario**

Hereinafter called the "Company",

-and-

**LOCAL 89, C.A.W.
OFFICE AND TECHNICAL WORKERS**

Hereinafter called the "Union";

ARTICLE 1:00 - RECOGNITION

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

Supervisors, persons above the rank of supervisor, private secretary to the Manager, nurse, persons employed on a University co-operative training program, process engineers, industrial engineers, employees in the plant engineering department, plant buyers and plant protection employees.

1:02 For the purpose of clarification of the above described bargaining unit, the term "technical employees" shall be deemed to be limited to the classifications of "Shift Lab Analyst, Lab Analyst, and Shift Lab Technician" as of the date of signing of this agreement. However, this does not preclude the possibility of newly created technical classifications entering the bargaining unit.

1:03 The Company will not assign non-bargaining unit employees to work that is normally performed by bargaining unit employees for the purpose of permanently displacing bargaining unit employees from such work, without prior discussion with the Union.

The parties agree that agency employees used by the Company are not employees of General Chemical Canada Ltd. The parties further agree, however, that if such agency employees work on a job in excess of forty hours during the month, an amount

equivalent to two hours **times** the **applicable** base rate plus C.O.L.A. **will** be paid to the Union in Lieu of union dues.

1:04 Throughout this agreement, wherever a masculine noun or pronoun is used, it shall be construed as including the **feminine**, where the text or nature of the case is appropriate.

1:05 The Company and the Union agree that there **will** be **no** discrimination, intimidation, interference, restraint or coercion exercised or practiced against any employee with respect to ancestry, place **of** origin, ethnic origin, citizenship, creed, sexual orientation, age, marital status, family status or handicap.

ARTICLE 2:00 - RELATIONSHIP

2:01 The Union, its members and/or its agents, shall not intimidate or coerce or attempt to intimidate or coerce employees into membership and shall not on Company time or premises conduct Union activities except as herein expressly provided.

2:02 The Company shall not interfere with the rights of the employees who are subject **to** the provisions of this agreement to become members of the Union. There shall be **no** discrimination, interference or coercion by the Company against such employees because of membership in the Union.

ARTICLE 3:00 - UNION REPRESENTATION

3:01 The Company will recognize two (2) duly elected or appointed Stewards to represent employees in the bargaining unit, including the Chairperson of the bargaining unit. **The Union will**

notify the Company promptly of their names (or alternates) after election or appointment.

Stewards shall function in the following areas:

- 1 Main Office
- 1 All other areas

3:02 A Steward may be granted reasonable time off without loss of time or pay from regular duties for the investigation and/or processing of a complaint and/or grievance of an employee or group of employees in the bargaining unit. Before leaving the Steward's regular duties, the Steward shall request permission to do so from the Steward's supervisor and such permission will not be unreasonably withheld. The National Union Representative and/or the President of Local 89 may be present at the grievance hearing referred to in Section 6:04.

3:03 The Company will recognize these Stewards as the representatives of the employees in the bargaining unit for purposes of negotiating a new or amended collective agreement.

3:04 The Company will pay the Stewards at their straight time rate for regular working hours spent in negotiation meetings with the Company, if they would have otherwise worked according to their regular schedule. Such payment will be granted for up to and including the last such meeting prior to the first conciliation meeting. The President of Local 89 may attend negotiation meetings held with the Company, but will not be paid by the Company for such meetings.

3:05 When a seniority employee is called into a Company office for the purpose of a formal verbal warning, written warning, suspension or discharge, the employee shall be afforded the presence of a Steward, if such representation is available on the

premises. This provision shall not apply in those situations where it is urgent **to** immediately remove an employee **from** the Company premises, but a Union Steward **will** be notified promptly of such incident.

If a verbal warning is recorded **on an** employee's Personnel **Record**, the Union **will** be **so** notified.

3:06 In imposing discipline on a current charge, Management will not take into account any prior infractions which occurred more than three (3) years previously, **nor** impose discipline **on** an employee for falsification of the employee's employment application **after** a period **of** twelve **(12)** months from the employee's date of hire.

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

3:07 When the Union desires **to** have Stewards leave the Company premises during **regular** work hours for a whole shift or part of a shift to attend to matters of Union business, a request shall be made in **writing** to the Manager of Human Resources at least twenty-four **(24)** hours before the desired leaving, setting forth the individuals involved and the date and time of the desired leaving. Permission for the absence **will** not be **unreasonably** withheld. In cases of emergency, it **is** recognized that the advance notice **need** not be the **full** twenty-four **(24)** hours.

3:08 The Company agreed to compensate the Office Chairperson and Steward forty (40) hours **per** week for any week in which the Office Chairperson and Steward would not have otherwise received forty (40) hours pay due **to** an approved Union leave **of** absence. Accordingly, the appropriate pension credits will be calculated for such Chairperson's and Steward's absent time.

This agreement is conditional upon the Company being reimbursed in full by C.A.W. Local 89, for all lost time incurred by the Office Chairperson and Steward for such Union leaves of absence and/or Union activities.

ARTICLE 4:00 • MANAGEMENT RIGHTS

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

4:02 The Union further recognizes the right of the Company to operate and manage its business in all respects in accordance with its obligations, however, such right shall not violate any right granted the employee under the terms and provisions of this agreement. The Company may make and alter from time to time rules and regulations to be observed by employees which rules and regulations shall not be inconsistent with the provisions of this agreement. Should the right of any employee as above mentioned be violated then the subject matter can be processed as a grievance.

4:03 The Company agrees that its rights will be exercised so as not to violate the terms and provisions of this agreement.

ARTICLE 5:00 - NO STRIKE/LOCKOUT

5:01 The Union will not cause or permit its members to cause, nor will any member of the Union take part in any sit-down, stay-in or slowdown in any plant of the Company or any curtailment of

work or restriction of or interference with production of the Company. The Union **will** not cause or permit its members to **cause** nor **will** any member of the Union take **part** in any **strike** or stoppage of any of the Company's **operations** or picket any of the Company's plants or **premises**.

5:02 The Company reserves the right to discharge any employee. for just cause, who violates any provision of this Article.

5:03 The Company agrees that there shall **be** no cessation of **work** by reason of a lockout.

ARTICLE 6:00 - GRIEVANCE PROCEDURE

6:01 A complaint may be brought forward within five (5) **working** days **after** the circumstances giving rise to such complaint originated or within five (**5**) **working** days **after** the **employee(s)** might **reasonably** have become aware of the circumstances giving rise to such complaint.

6:02 A formal grievance shall not be filed until the employee (s) has presented the **employee(s)**' complaint to the **employee(s)**' immediate supervisor verbally (**employee(s)** may request the presence of a Steward) and the supervisor has rendered the supervisor's decision **on** the complaint, which shall be within **one(1)** working day of the verbal complaint.

6:03 (step 1)

If the supervisor's verbal answer is not satisfactory, then a formal grievance shall be reduced **to** writing (on forms **supplied** by the Union), signed by the **grievor** and presented to the supervisor concerned **within** two (2) **working** days of the supervisor's verbal

decision on the complaint. The supervisor shall render the supervisor's Written disposition to the formal grievance within two (2) working days thereafter.

6:04 (Step 2)

If the supervisor's written decision is not satisfactory, then within three (3) working days the grievance will be presented to the Manager of Human Resources. At a hearing of the grievance, that will be scheduled during the second week of each calendar month, the respective parties will make every effort to settle the grievance satisfactorily. Management's decision shall be rendered in writing within ten (10) working days thereafter.

6:05 If a settlement of any grievance is not reached in the grievance procedure, it may be submitted to arbitration; however, if the grievance is not referred to arbitration within thirty (30) days after the final written answer by the Company, the grievance shall be considered settled.

If a grievance is submitted to arbitration, the parties will endeavour to select an arbitrator and, if they are unable to agree upon an arbitrator within ten (10) days after arbitration is requested, then the Minister of Labour for Ontario shall be asked to appoint an arbitrator.

In arriving at the arbitrator's decision, the arbitrator shall not change or disregard any provisions of the agreement nor except as provided in Article 20:00 established or change any wage or rate of pay; the arbitrator, however, shall have the power to vary or set aside any penalty imposed by the Company relating to the grievance then before the arbitrator. All decisions of the arbitrator arrived at in accordance with the provisions of this agreement shall be Final and binding on the Company and the Union.

6:06 The expense of the arbitrator **will** be shared equally by both **parties**.

6:07 **Time allowances** throughout **this** grievance **procedure** may **be extended** by mutual agreement **between** the parties.

6:08 **An** allegation involving the interpretation or violation of any provision of this agreement may be lodged in writing by the Office Unit Chairperson with the Human Resources Department. Upon failure of **the** Company and the Union to agree **on** a settlement of the issue, it may be appealed to an arbitrator, within the time, in the manner, and to the extent **set forth** in the agreement. The Union will not use **this** procedure to circumvent any provision of this agreement.

6:09 It **is** understood that the Management may bring **forward** to the Office Unit Chairperson of the Union a complaint. If such complaint is not **settled**, it may **be** treated as a grievance **and** referred to arbitration **as** contained in other clauses of this agreement.

6:10 The Office Unit Chairperson, only, **will** give notice **to** the Company, in writing, of the **Union's** intent to proceed to arbitration.

6:11 **Any** grievance arising from a suspension or discharge shall be **filed** with Management through the Office Unit Chairperson within three (3) working days **after** the suspension or discharge occurred. Unless there **is** mutual agreement **to** do otherwise, the grievance will then be considered **at** a special meeting with the Office Unit Chairperson and the Manager of Human Resources within five **(5)days** **after** the presentation of such grievance.

ARTICLE 7:00 - HOURS OF WORK

7:01 The work week shall begin and end **at 12:01** a.m. on Monday.

7:02 The normal lunch period for employees assigned to day work will be from **12:00** until **12:30** p.m.

7:03 The Company reserves the right to change the work schedules of employees to meet operating conditions. However, an employee will be paid one and one-half (1 1/2) times the employee's straight time hourly rate for the first full shift worked on such changed schedule. This provision shall not apply when the starting and quitting times of an employee are advanced or retarded by no more than two (2) hours.

7:04 On jobs (other than rotating shift) where more than one (1) shift is in operation, and all aspects of the job are performed on each shift, the employee with the most seniority in that classification will be given the employee's preference of shift hours. When all aspects of the job are not performed on each shift, employees will rotate on a regular basis.

7:05 When work permits, employees will be allowed a fifteen (15) minute rest period during the first and second half of each shift.

ARTICLE 8:00 - OVERTIME

8:01 One and one-half (1 1/2) times the straight time hourly rate will be paid for:

- (1) Hours worked in excess of **eight (8)** per day or in a continuous work period, but not for **both**.
- (2) All hours **of** work performed **on** Saturday.

Two times the straight time hourly rate will be paid for:

- (3) All hours of work performed on Sunday.

8:02 No provision of this agreement shall entitle an employee to more than one premium payment for the same **hours** worked.

8:03 When an employee is assigned to a rotating shift schedule, 8:01 (2) and (3) above are waived and one and one-half (1 1/2) times the straight time hourly rate will be paid for all hours of work performed on the ~~sixth~~ day in the regularly scheduled work week.

8:04 When an employee is assigned to a rotating shift schedule, 8:01 (2) and (3) above are waived and two (2) times the straight time hourly rate **will** be paid for all hours of work performed on the seventh day in the regularly scheduled work week.

8:05 Distribution **of** Overtime on Other than Rotating Shift Jobs

The Company will endeavour to divide overtime as equitably as possible **over** a **reasonable** period **of** time among employees qualified by past experience **on** the **work** involved, within the job classification, in the department affected.

Overtime opportunity shall first be offered **to** qualified **seniority** employees **permanently** assigned **to** the classification affected. Employees temporarily assigned to the classification may be **utilized** in a holdover situation when the regular employees are not on the premises.

The Company will continue its policy of excusing employees from overtime assignments for satisfactory reasons.

8:06 Vacancies on rotating shift jobs, which functions the Company essentially continues to operate, will be filled in accordance with the following procedure:

ROTATING SHIFT RELIEF PROCEDURE:

Shift employees will remain on the job until their respective relief appears and overtime will start five (5) minutes after the starting time of the next shift.

- (a) The employee on the job will be asked to stay over.
- (b) The employee on the same job having the employee's day off will be called in.
- (c) The employee filling the same job on the following shift will be called in.
- (d) On every Wednesday when (b) and (c) are the same employee and that employee is unable to work, then the employee who left the plant at 8:00 a.m. will be the next employee called in.

ARTICLE 9:00 - OVERTIME MEALS

9:01 When an employee works more than one and one-half (1 1/2) hours beyond a regular work schedule and each four (4) hours thereafter, a nine dollar and twenty-five cent (\$9.25) redeemable meal ticket or a meal will be furnished by the Company. A rotating shift employee called into the plant will be eligible for a meal ticket

or meal after four (4) hours' work and after each succeeding four (4) hours,

The meal/meal ticket allowance during the term of this agreement will be as specified below:

<u>Effective</u>	<u>Meal/Meal Ticket</u>
Jan. 1/94	\$9.25
Jan. 1/95	\$9.50
Jan. 1/96	\$9.75

ARTICLE 10:00 - SHIFT PREMIUM

10:01 Effective January 1, 1994, an employee will be paid a shift premium of ninety-six cents (**\$.96**) per hour when assigned to the 4:00 p.m. to midnight shift or one dollar and twenty-nine (**\$1.29**) per hour when assigned to the midnight to 8:00 a.m. shift. The purpose of this section is to determine the amount and application of shift premiums and does not preclude the Company from changing the starting and finishing times of shifts.

Effective January 1, 1995, a shift differential of one dollar (\$1.00) and one dollar and thirty-one cents (\$1.31) will be paid for the afternoon and midnight shifts, respectively.

Effective January 1, 1996, a shift differential of one dollar and four cents (\$1.04) and one dollar and thirty-three cents (**\$1.33**) will be paid for the afternoon and midnight shifts, respectively.

ARTICLE 11:00 - CALL-IN PAY

11:01 An employee called back to work after completing the employee's normal **work** period shall be paid a minimum of four (4) hours at the employee's straight time **rate** or payment for hours worked, whichever is greater.

ARTICLE 12:00 - HOLIDAYS

12:01 During such period as this agreement remains in force the Company **will** recognize the following holidays: **New** Year's Day, Second Monday in February, St. Patrick's Day, Good Friday, **First** Monday in May, Victoria Day, Second Monday in June, Third Monday in July, Dominion Day, Civic Holiday, Labour Day, **Thanksgiving** Day, Remembrance Day, December 24, Christmas Day, and December 31.

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

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

Paid Personal Holiday (P.P.H.)

Effective January 1, 1991, the Company agrees to provide each Salaried Bargaining Unit employee with one (P.P.H.) Paid Personal Holiday (8 hours) in each year of the Collective Agreement. This P.P.H. day will be taken consistent with operating conditions.

12:02 For each of the aforementioned holidays, the Company will pay an employee at the employee's current daily rate of pay, provided that:

- (a) the employee has seniority as of the date of such holiday, and
- (b) the employee has worked on the employee's last scheduled working day and within two (2) weeks prior to the holiday, and on the employee's next scheduled working day after such holiday; provided that a seniority employee who was absent from work on the employee's last scheduled working day before such holiday, or on the employee's first scheduled working day after such holiday, by reason of a bona fide sickness or injury, shall be entitled to holiday pay for such holiday if the reason for such absence originated within sixty (60) days preceding such holiday.

12:03 When an employee is granted a vacation period that includes a holiday, another day of vacation on either the Friday preceding the vacation period or Monday following the vacation period will be taken by the employee. Either one or the other of these days will be granted as requested by the employee, consistent with working requirements.

12:04 An employee required to work on a holiday as provided for herein shall be paid, in addition to the employee's holiday allowance, at the rate of double time for all hours worked up to eight (8) and triple time for all hours worked over eight (8).

12:05 If an employee is assigned to a higher rated job for a full week and a holiday is observed on one of the work days in that week. ~~the~~ employee **will** be paid the higher rate for that holiday.

ARTICLE 13:00 - BEREAVEMENT ALLOWANCE

13:01 In the event of a death in the immediate family of an employee, the Company will, **upon** notification from such employee, grant a leave of absence with pay from the employee's normal work schedule during the first **three** (3) days next following the date of death, except that if the funeral **is** held on a day other than **one** of the first three (3) days next following, then the day of the funeral may be substituted for one of the said three (3) days.

13:02 The **words** "immediate family" of Section 13:01 shall mean spouse, children, stepchildren, brothers, step-brothers, sisters, stepsisters, son-in-law, daughter-in-law, grandchildren and grandparents of employee; and spouse, parents and step-parents of both employee and spouse.

13:03 In the event of the death of an employee's brother-in-law, sister-in-law, the employee will be granted a leave of absence from the hours the employee is scheduled to **work on** the day of the funeral. The Company will pay the employee for the scheduled hours not worked during the said one (1) day at the employee's straight time salary rate.

13:04 The three (3) day pay allowance referred to in 13:01 shall not be granted in a ~~case~~ where the employee **does** not attend the funeral of the deceased relative, except that an employee will be compensated **three** (3) days bereavement pay as provided **herein** if they do not attend the funeral, only if the funeral is held outside the Province of Ontario. However, in any case, the employee will still

be granted time **off** and pay for the hours the employee is scheduled to work on the day of the funeral. Proof of death and relationship may also be **required** by the Company.

13:05 The Company agreed to recognize common-law relationships, for bereavement purposes, **after** one (1) year, provided, however, that the employee has updated the Company's Human Resources Departmental records.

ARTICLE 14:00 - LEAVES OF ABSENCE

14:01 The Company will grant, in writing, leaves of absence without pay **upon** written application **to** the supervisor for the **following**:

- (a) Personal leave with reasons satisfactory to **the** Company and consistent with working requirements;
- (b) Attendance at a bona fide Union conference or convention. **No** more than two (2) employees may be absent at one time;
- (c) In cases of pregnancy, an employee with seniority may be required to **go** on leave of absence anytime within three (3) months prior to the expected delivery date. Such leave of absence may continue until the end of the second month **after** the actual delivery date, at which time the employee must decide whether or not the employee **will return to** active employment with the Company. Upon certification from an employee's doctor, such leave of absence may either commence one (1) month earlier or be **extended** one (1) month longer, but in any event, shall not exceed a maximum of thirty-

five **(35)** weeks. An employee on such leave of absence who wishes to return to work must **so indicate** in writing to the employee's immediate supervisor, or the supervisor's successor, at least two **(2)** weeks prior **to** the date the employee wishes to **return** to active employment **with** the Company.

14:02 (a) **An** employee convicted of a **traffic** offense, whether under the Highway Traffic Act or Criminal Code, and who is absent from work for not more than ninety **(90)** calendar days **as** a result of such conviction, shall be treated as though the employee were on leave **of** absence.

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

14:03 The Company agrees to pay into **a** special fund one cent **(\$.01)** per hour per employee for all compensated hours for the **purpose** of providing paid education leave. Said paid education leave will be for the purpose of upgrading the employee's **skills** in all aspects of Trade Union functions. Such monies **to** be paid **on** a quarterly basis into a trust fund established by the National **Union**, C.A.W., and sent by the Company to the C.A.W. Paid Education Leave Training Program, P.O. **Box 897**, Port Elgin, Ontario NOH 2C0.

The Company further agrees that one **(1)** member of the bargaining unit, selected by the Union to attend such courses, will be **granted** a leave of absence without pay for twenty **(20)** days of class time, plus travel time where necessary; said leave of absence to be intermittent over a twelve **(12)** month period from the **first** day of leave.

14:04 During periods of authorized leave as provided for above, seniority of such employees **will** be uninterrupted.

14:05 The Company **agreed to** provide the Chairperson **of** the bargaining unit with a copy of all leaves **of** absence submitted to the **Human Resources** Department.

ARTICLE 15:00 - SICK LEAVE PAY

15:01 *An* employee absent from work for certified illness will receive payment as set forth below:

<u>Service</u>	<u>Weeks at Full Pay</u>	<u>Weeks Makeup to Full Pay</u>
6 mos. - 1 yr.	1	
1 yr. - 2 yrs.	1	1
2 yrs. - 3 yrs.	1	2
3 yrs. - 4 yrs.	1	3
4 yrs. - 5 yrs.	1	4
5 yrs. - 6 yrs.	1	5
6 yrs. - 7 yrs.	1	6
7 yrs. - 8 yrs.	1	7
8 yrs. - 9 yrs.	1	8
9 yrs. -10 yrs.	1	9
10 yrs. -11 yrs.	1	10
11 yrs. -12 yrs.	1	11
12 yrs. -13 yrs.	1	12
13 yrs. -14 yrs.	1	13
14 yrs. -15 yrs.	1	14
15 yrs. and over	1	15

Payment of benefits under the above schedule applies only to disability due to illness or non-industrial accident and is subject to the following:

- (a) Successive periods of disability separated by less than two (2) weeks of active work on full-time shall be considered one (1) period of disability unless the subsequent disability is due to an injury or sickness entirely unrelated to the cause of the previous disability and commences after return to active work on full-time.
- (b) When disability is due to non-industrial accident and is covered by the Sickness & Accident insurance referred to in Section 26:01 (b) herein, the week of full pay provided for above shall be replaced by a week of makeup to normal straight time earnings.

15:02 With the approval of the Company, casual absences for legitimate medical reasons shall be without loss of pay.

ARTICLE 16:00 -JURY DUTY

16:01 It is agreed that an employee who is absent from work due to being called for jury duty or subpoenaed as a witness shall be paid by the Company the difference between the earnings the employee would have received if the employee had worked under the employee's regular schedule and the amount paid to the employee by the Court for jury duty, provided:

- (a) the employee notifies the Company as soon as possible that the employee has been called for jury duty, or subpoenaed;
- (b) the employee furnishes to the Company satisfactory proof of such jury duty, or subpoena. showing the date and time served and amount paid for duty;

- (c) the employee ~~reports~~ for work on the employee's next regular **work** day after dismissal from jury duty or subpoena.

ARTICLE 17:00 - BULLETIN BOARDS

17:01 The Company agrees to permit the posting of Union notices on seven (7) bulletin boards provided for this purpose, ~~after~~ such notices have been approved by the Human Resources Department.

ARTICLE 18:00 - SENIORITY

18:01 (a) Upon completion of sixty (60) **working** days employment in the ~~bargaining~~ unit within any period of twelve (12) consecutive months, an employee shall be entitled to have the employee's name placed on the office seniority list and on the relevant group seniority list. The date of hiring of any employee placed on the seniority list ~~after~~ sixty (60) working days intermittent employment within any period of twelve (12) consecutive months shall be considered ~~to~~ be the date sixty (60) working days prior to the date upon which the employee attains seniority.

(b) Employees shall be considered probationary employees until they have become eligible for ~~the~~ seniority ~~lists~~ as above provided, and probationary employees shall not have any seniority rights.

(c) An employee **who** has attained seniority and who is transferred to a classification excluded from the bargaining unit subsequent to December 31, 1976, *shall* retain the seniority the

employee had at the time of transfer for a period of **six (6)** months. If such employee is returned to the bargaining unit **within the six (6)** month period, the employee shall be **reinstated** with full seniority rights **to** the job the employee held before being transferred out **of** the unit.

18:02 Seniority shall be terminated by:

- (a) voluntary termination of employment;
- (b) discharge unless reversed by the grievance procedure;
- (c) the employee being absent for three (3) consecutive scheduled **working** days without advising the Company giving satisfactory reasons;
- (d) a layoff due **to** any reason, or a sick leave of absence for **a** continuous period equal **to** the employee's seniority at the time of such layoff or sick leave of absence, subject to a **maximum** layoff **or** sick **leave** of absence period of thirty-six **(36)** months.
- (e) Failure to report for work within five **(5)** **working** days following the expiration of an approved leave **of** absence, unless the employee **so notifies** the Company prior to the expiration of the employee's leave of absence, giving satisfactory reasons;
- (f) failure to report for work after a layoff **within five (5)** **working** days after being notified by the Company through registered letter sent **to** the **employee's** last address on file.

18:03 The Company agrees to post and maintain an up-to-date seniority *list* each *six (6)* months, showing the name, current job classification and seniority date of each bargaining unit employee.

ARTICLE 19:00 - JOB POSTING

19:01 A permanent vacancy will be posted for five **(5)** working days. Applications to fill such vacancies shall be made **on** forms supplied by the Company. Selection of a successful bidder for such a vacancy will be based primarily on seniority, skill and ability. The Company will consider the skill and ability of employees applying for the vacancy relative to the work to **be performed**. In the case of relative equality, the employee having the greatest seniority will be considered the successful bidder.

19:02 The Company will decide within fifteen **(15)** working days whether the successful bidder can satisfactorily fill the position and the employee will within the same period make a final decision of acceptance of the job. If the employee is not **retained** in the position, the employee will be returned to the position held formerly and the next qualified applicant in order of seniority will be placed in the position.

19:03 **As** a result of one (1) vacancy, not more than three (3) jobs will be advertised, the original vacancy, and two (2) subsequent vacancies.

Qualified employees who wish to be considered for **jobs** which are not required to be posted, may receive such consideration **upon** filing a written application with the Human Resources Department.

Should one **(1)** of such employees be selected by the Company to **fill** a **job** which is not required to be posted, the Company will decide within a fifteen **(15)** working day **trial** period whether or not the employee can satisfactorily **fill** the position. If not retained in the position by the Company, the employee **will** be returned to the employee's former classification.

19:04 An employee who has been on vacation, leave of absence or sick leave may, within the first three (3) days of the employee's return to work, bid on any **job** posted within the last **twenty-eight** (28) calendar day period of such vacation, such leave or jury duty, counting from the date of posting of the job.

19:05 Nothing herein contained will prevent the Company from permanently filling such job with a candidate from outside the bargaining unit if none of the applicants from within the unit **possess** the necessary qualifications.

19:06 A permanent vacancy is one which **is** of at least six (6) months' duration. An employee who is on sick leave and whose job is posted and filled during the employee's absence, will be permitted **to** exercise the employee's seniority in that classification for a period of up to thirty-six (36) months from the employee's last day worked. Should the employee's seniority be insufficient **to** permit the employee to retain the employee's original classification or should the employee **return to** work after the thirty-six (36) month period, the employee will displace the most junior employee in the bargaining unit whose job the employee can satisfactorily perform.

19:07 The Company will supply the Plant Chairperson with a list of applicants from within the unit for each posted opening.

ARTICLE 20:00 - NEW CLASSIFICATIONS

20:01 The **rate** structure as shown in Appendix "A" **will** remain in effect for the term of this agreement subject to adjustment as therein provided for. This, however, shall not preclude the right of the Union to negotiate the wage rate of a **new** classification established by the Company or a new rate for an existing classification which has been materially changed by the Company subject to the following provisions:

- (a) The Company will notify the **Union** in writing of the establishment of a new job two (2) weeks in advance of the posting of such job. The Union may, if it objects to the rate for a new job established by the Company, within **fifteen** (15) calendar days following the date of the Company's notice to the Union, request in writing of the Manager of Human Resources a meeting to negotiate an adjustment of the rate. If, as a result of such negotiation, a different rate is agreed upon between the Company and the Union, the rate **as** changed shall be applied as of the first day an employee was assigned to the new classification. If no agreement on the rate is reached at the end of thirty (30) calendar days from the Union's written request, the rate established by the Company shall be considered as negotiated and agreed upon, unless the Union gives written notice to the Company within five (5) regular work days thereafter of its appeal to arbitration concerning the disputed rate.
- (b) The Union may, if it believes that an existing classification has been materially changed by the Company to the extent requiring negotiation of a new

wage rate, within fifteen **(15)** calendar days of such change, request in **writing** of the Manager of Human Resources a meeting to review the matter. If, as a result of such meeting, a different **rate is** agreed upon between **the** Company and the Union, the rate **as** changed shall be applied as of the **first** day of the alleged material change. **In** the event a dispute as to the rate remains following the meeting, the Union may give the Company written notice within five **(5)** regular work days thereafter of its appeal to arbitration concerning the disputed rate.

- (c) If a grievance is submitted to arbitration under (a) or (b) above, the parties will endeavour to select **an** arbitrator and, if they are unable to agree **upon** an arbitrator within ten (10) days after arbitration is requested, then the Minister of Labour for Ontario shall be asked to appoint an arbitrator.

The arbitrator designated to determine the final and binding wage rate shall consider the skills and responsibilities and other pertinent factors in the involved classification as compared with other classifications within the bargaining unit, together with **the** wage rates paid for such classification as shown in Appendix "**A**" of this agreement.

- (d) The expense of the arbitrator will be shared equally by both parties.

ARTICLE 21:00 - REDUCTION IN FORCE

21:01 If it becomes necessary to reduce the workforce, employees **will** be laid off in order of seniority provided that the remaining employees are able and qualified to **satisfactorily** perform the available work.

21:02 An employee whose job **is** affected by a reduction in force will move **across** or down consistent with the employee's seniority **to** one job **of** the employees choice, for which the employee possesses the necessary skill and ability to immediately perform.

21:03 **In** the event an employee cannot move across or down, **as** outlined, in **21:02** above, the employee will be given the opportunity consistent with the employee's seniority, to displace the most junior employee in the bargaining unit (a) whose work the employee can immediately perform, or **failing** the availability of such work, (b) whose work the employee can demonstrate the ability to satisfactorily perform. The employee shall be given five (5) working days on the job to demonstrate such ability. Such five (5) day period may be extended up to ten (10) work days by mutual agreement, whenever the circumstances warrant such action.

21:04 Notwithstanding their seniority status, Union Representatives as shown under this collective agreement, in the event of a layoff, will be continued at work when work is available in the bargaining unit, provided they are able and qualified **to** do the work of the employees **to** be laid off.

21:05 The Company will notify the Union promptly of a **reduction** in force **of** a classification **and** of the names of seniority employees who are laid off out of the plant.

ARTICLE 22:00 - RECALL PROCEDURE

22:01 When there is an increase in **work** force, laid off employees **will** be recalled according to seniority provided they are able and qualified to perform the available work.

ARTICLE 23:00 - VACATIONS

23:01 Each year the Company will designate a date prior to April 30 by which vacation preference dates **will** be **filed** with the Company. **Two** (2) weeks notice of such date **will** be given to employees but in no event will such notice be given prior to March 1st. Confirmation of approved vacations will be **returned** to the employees within three (3) weeks following the **final** date established for filing such requests.

23:02 (a) Consistent with operating requirements, the Company will grant, at times most desired by a regular employee, vacation with pay set forth below, with preference given to the employee in the group who has the greatest seniority.

<u>Length of Continuous Service</u>	<u>Vacation Entitlement</u>
1 year to 5 years	2 weeks
5 years to 10 years	3 weeks
10 years to 20 years	4 weeks
20 years to 30 years	5 weeks
30 years or more	6 weeks

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

(b) In addition to qualifications set out in Article 23:02 (a), an employee must have worked the equivalent of thirteen (13) full weeks within the previous calendar year in order to be eligible for such vacation. Effective January 1, 1996, this minimum requirement will increase to twenty-six (26) full weeks worked.

23:03 New employees hired subsequent to December 31st but prior to April 1st of the following calendar year, will be granted one (1) week's vacation with pay, at a time convenient to the Company, subsequent to completion of six (6) months continuous service. An employee with six (6) months service as of April 1st will be eligible for one week's vacation at that time and eligible for a second week following the employee's first anniversary.

23:04 An employee will be paid for each week of the employee's vacation entitlement the greater of one week's pay at the employee's current weekly rate, or two percent (2%) of total earnings in the twelve (12) month qualifying period. In no case will an employee receive less vacation pay than provided for in the Employment Standards Act of the Province of Ontario.

23:05 Employees who have completed at least ten (10) year's of continuous service may carry forward to the succeeding year one (1) or two (2) weeks of their current years vacation. In any such case, the maximum length of vacation in any calendar year shall be seven (7) weeks. Partial weeks of vacation may not be carried forward.

ARTICLE 24:00 - MAINTENANCE OF MEMBERSHIP AND CHECK-OFF

24:01 All employees who are members of the Union in good standing in accordance with its Constitution and By-Laws, and all employees who become members, shall, as a condition of employment, maintain their membership in the Union in good standing for the duration of the Collective Agreement in which this provision is incorporated.

24:02 Each employee receiving forty (40) hours pay in a one (1) month period or has had the opportunity to work forty (40) hours and as a condition of continued employment, authorize the Company in writing to deduct from the employee's pay an amount equivalent to the regular monthly dues and initiation fee as determined by the Union. The Company shall remit monthly all money so deducted to the Financial Secretary of the Union.

24:03 The Union agrees to indemnify and save the Company harmless from any claims arising out of the check-off of Union dues made in accordance with authorization signed by the employee and furnished to the Company by or through the Union.

ARTICLE 25:00 - COST OF LIVING BONUS

25:01 Effective as of January 1, 1994 and continuing until the termination of this agreement, the Company will pay a quarterly cost-of-living bonus under the following plan:

(A) Statistics Canada Consumer Price Index appearing monthly under the column headed "total" in the Bureau's monthly

publication entitled "Canadian Statistical Review" shall constitute the controlling index number of the cost-of-living in Canada. Effective January 1, 1994, the C.P.I. used shall be the index on 1986 = 100.

(B) Effective January 1, 1994 the base index figure shall be 130.7714. Index number for each of the three months making up each subsequent calendar quarter until the quarter ending December 31, 1996, will be used to establish the appropriate average quarterly index figure thus obtained for a given quarter, the base index figure shall be subtracted to give the quarterly index difference figure.

(C) The quarterly bonus for employees covered will be based on one cent (\$.01) bonus for each full .0956 points of quarterly index difference thus obtained.

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

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

(F) If during the period of this agreement there is a change in the method of computing the controlling index used in this plan, the parties will meet and agree upon a conversion factor which will

fairly adjust the presently agreed upon base to the comparable figure in **line** with the **new** method and **that** such revised base **will** replace the **base** index figure described in paragraph **(B)** hereof in thereafter computing cost-of-living bonus payments.

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

ARTICLE 26:00 - SOCIAL BENEFITS

26:01 As soon as it can be arranged, the Company **will** make the necessary arrangements for the following benefits as hereinafter set forth for employees while actually employed.

- (a) Effective January 1, 1994, the Company **will** pay the cost of life insurance up to thirty-two thousand dollars (**\$32,000**) covering the employee only, on the same **terms** as are contained in the Group Life policy now in effect. Employees may subscribe for additional life insurance **as** follows:

\$10,000 at \$.65 per \$1,000.

Effective January 1, 1995 - Non-contributory Insurance will increase to **\$33,000**, and Contributory insurance shall remain at **\$10,000**.

Effective January 1, 1996 - Non-Contributory Insurance will **increase** to **\$34,000**, and Contributory Insurance shall remain at **\$10,000**.

- (b) Effective January 1, 1994, the Company will pay the **cost covering** employees only of Sickness and Accident Insurance with a four hundred and **sixty-bur** dollar (~~\$464~~) weekly benefit period **of** twenty-six (26) weeks, and a seven (7) day waiting period in the case of **illness**, and effective on the **first** day of **disability** in the case of hospitalization or non-compensable accident. Such coverage shall be to the extent and in the **form** provided by the carrier under the present Group Insurance Policy.

Effective January 1, 1995, such weekly benefit shall be increased **to** four hundred and seventy-four (**\$474**). and effective January 1, 1996 to four hundred and **eighty-nine** dollars (**\$489**) or to the current government's minimum wage **loss** program requirements, whichever is greater. The Company **will** pay the **cost** for single employee, and **married** employee and family under the Green Shield - Semi-Private Coverage, out-of-province coverage.

- (c) The Company agrees **to** continue the Long-Term Disability (L.T.D.) Plan that is currently in place for all employees in the bargaining unit, for the duration of the Agreement.
- (d) The Company will pay **full** cost for single employee and full cost for married employee, spouse and dependent children under the Provincial Health Plan. The Company **will** absorb any increase or decrease in premium that may occur.
- (e) The Company will pay full cost for single employee and full cost for **married** employee, **the** employee's **spouse** and dependent children, under the **Green** Shield

Comprehensive Plan, including Vision Care (Plan 7) to a maximum benefit of one hundred and forty dollars **(5140)** effective January 1, 1994; Audio (Plan H1), Nursing Home Coverage (Plan N1), Prescription Drugs (Plan 3), Extended Health Services (Plan **E4**), Semi-Private Coverage (Plan 1) and Out-Of-Province Coverage (Plan **OE**) and Medex Coverage, inclusive.

- (f) In the event of a layoff, the benefits set forth in (c), (d), (e), and (h) shall be continued in force without cost to the employee for three (3) months following the first of the month nearest to the date on which the layoff took place.
- (g) The General Chemical Canada Ltd. Dental Plan will be provided for all employees, spouses, and eligible dependent children. The 1994, 1995 and 1996 O.D.A. schedules shall become effective when they are issued.
- (h) Effective January 1, 1980, the C.A.W. Extended Health Services Plan will be provided to cover employee, spouse, dependent children and retirees.
- (i) Effective February 1, 1981, all retirees and current dependents, including surviving spouses will be provided with coverage from the Provincial Health Plan and the Green Shield Comprehensive Plan, including Vision Care (Plan 7) to a maximum benefit of one hundred and forty dollars **(\$140)** effective January 1, **1994**; Audio (Plan H1), Nursing Home Coverage (Plan NI), Prescription Drugs (Plan 3), Extended Health Services (Plan **E4**), Semi-Private Coverage (Plan 1), and Out-of-Province Coverage (Plan **OE**) and Medex Coverage, inclusive.

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

ARTICLE 27:00 - WAGES

27:01 The Schedule of Wage Rates attached hereto as Appendix "A" shall remain in effect for the duration of the agreement.

27:02 Employees shall normally be employed at the **Step I** rate of their respective job classification. However, the Company may, on the basis of experience, **skills** or abilities, hire at a rate above the minimum.

27:03 Effective with the commencement of the first pay period nearest to **six (6)** months from the date of receiving the "**New Hire**" **rate**, employees shall be automatically advanced to **Step 2** of the rate range for their respective classification.

27:04 Thereafter, at the commencement **of** the first pay period nearest to the next successive period **of** five **(5)** months employment, employees shall receive an automatic increase to **Step 3**, **after** the next four **(4)** months to **Step 4**, **after** the next four **(4)** months to **Step 5** and the next four **(4)** months to the maximum of the rate range.

27:05 In determining the months spent in a progression **step**, credit **will** be given for those months in which the employee is in active **full-time** employment.

27:06 **An** employee transferred to a classification having the same salary range shall be **transferred** at the employee's existing rate. and for purposes of **salary** progression shall be given credit for

time spent in the progression **step** of the employee's former classification.

27:07 *An* employee promoted to a classification in a higher salary grade shall receive the minimum of the classification or, if already above **Step 1**, shall be placed at the next **progression step** above the employee's current rate.

27:08 In the case of an employee ~~with~~ prior experience, the Company may waive all or a portion of the time between **steps**.

27:09 An employee transferred to a classification in a lower salary grade shall be placed at the same **progression step** in the lower classification that the employee occupied in the higher classification and for purposes of salary progression shall be given credit for time spent in the progression step of the employee's former classification.

27:10 *An* employee temporarily assigned to an equal or lower wage rated job classification shall be paid the employee's regular rate of pay. *An* employee assigned to a higher wage rated job classification for a period of two (2) cumulative hours or more in a shift shall be paid the **Step 1** rate of the classification or, if already above the **Step 1** rate, shall be paid at the second **progression step** above the employee's current **rate**.

ARTICLE 28:00 • TERMINATION

28:01 This agreement shall remain in full force and effect from January 1, 1994 to December 31, 1996. ~~Unless either party gives~~ to the other party written notice of termination or of a desire to amend the agreement within ninety (90) days prior to the termination of the contract or subsequent anniversaries thereof, it

shall continue in effect for a **further** one (1) year period without change, and **so** on from year to year **thereafter**. If notice of amendment or **termination** is given by either party, **the** other party agrees to **meet** for the purpose of negotiations. **During** any period of negotiations for the **renewal** of a collective agreement, the terms and conditions of this **agreement** shall **remain** in **fill force** and effect.

28:02 Notice shall be in writing and shall be sufficient if sent by registered mail addressed, if **to** the Union, to the National Representative, Canadian Region, C.A.W., 1568 Ouellette Avenue, Windsor, Ontario N8X 1K7; and if to the Company, addressed to the Manager, Human Resources, **General** Chemical Canada Ltd., P.O. **Box** 2000, Amherstburg, Ontario N9V 2Z6.

ARTICLE 29:00 • PLANT CLOSURE

29:00 **In** the event the Company permanently closes the plant in Amherstburg, Ontario, the Company **agrees**, for the term of the Collective Agreement and **upon** the request of the Local Union, to bargain in good faith and to make every reasonable **effort to** make an adjustment plan in accordance **with** the provisions **set** out in the Ontario Labour Relations Act.

APPENDIX "A"

MONTHLY WAGE RATES

EFFECTIVE JANUARY 1, 1994

HIRING RATE

Effective January 1, 1994, the Company will establish a "hiring rate" of \$2867 per month for the term of the Collective Agreement for all new employees hired on or after the above-mentioned date. These employees will maintain this monthly rate for the first six (6) months of their employment, and they will not receive the Cost of Living Allowance (C.O.L.A.) fold-in on December 31, 1993, or the percentage increases to be effective January 1, 1994, January 1, 1995, and January 1, 1996 for all seniority employees. These new employees will, however, receive the C.O.L.A. float (\$.05) effective January 1, 1994 and any additional C.O.L.A. that accumulates during the term of the Collective Agreement.

	<i>New Hire</i>	<i>6 mo. Prog</i>	<i>11 mo. Prog</i>	<i>16 mo. Prog</i>	<i>20 mo. Prog</i>	<i>24 mo. Prog</i>
GRADE 1...	\$2867	\$3080	\$3118	\$3158	\$3198	\$3437

Clerk/Typist • Purchasing, Clerk/Typist • Maintenance,
Clerk/Typist • Traffic, Utility Clerk, Clerk Typist, Secretary.

	<i>New Hire</i>	<i>6 mo. Prog</i>	<i>11 mo. Prog</i>	<i>16 mo. Prog</i>	<i>20 mo. Prog</i>	<i>24 mo. Prog</i>
GRADE 2 ...	\$2867	\$3186	\$3224	\$3260	\$3300	\$3437

Keyboard Operator, Stenographer, Purchasing Clerk, Secretary/Data Clerk.

	<i>New Hire</i>	<i>6 mo. Prog</i>	<i>11 mo. Prog</i>	<i>16 mo. Prog</i>	<i>20 mo. Prog</i>	<i>24 mo. Prog</i>
GRADE 3 ...	\$2867	\$3269	\$3307	\$3349	\$3389	\$3472

Accounts Payable Clerk, Accounting Clerk, ~~Traffic~~ Control Clerk, Scale Clerk, Shift Lab Technician, Distribution Clerk.

	<i>New Hire</i>	<i>6 mo. Prog</i>	<i>11 mo. Prog</i>	<i>16 mo. Prog</i>	<i>20 mo. Prog</i>	<i>24 mo. Prog</i>
GRADE 4 ...	\$2867	\$3337	\$3375	\$3415	\$3453	\$3507

Keyboard Operator/Data Control Clerk, Materials Coordinator.

	<i>New Hire</i>	<i>6 mo. Prog</i>	<i>11 mo. Prog</i>	<i>16 mo. Prog</i>	<i>20 mo. Prog</i>	<i>24 mo. Prog</i>
GRADES...	\$2867	\$3382	\$3422	\$3460	\$3500	\$3539

Shift Lab Analyst, Production & Shipping Clerk, Quarry Time Clerk, Payroll/Timekeeping Clerk, Traffic Customs Clerk, Traffic Clerk, Quarry Clerk.

	<i>New</i>	<i>6 mo.</i>	<i>11 mo.</i>	<i>16 mo.</i>	<i>20 mo.</i>	<i>24 mo.</i>
	<i>Hire</i>	<i>Prog</i>	<i>Prog</i>	<i>Prog</i>	<i>Prog</i>	<i>Prog</i>
GRADE 6...	\$2867	\$3441	\$3481	\$3520	\$3559	\$3598

Cost Clerk, Traffic Clerk Sr., Accounting Clerk - Production and Inventory, Lab Analyst.

EFFECTIVE JANUARY 1, 1995

HIRING RATE

Effective January 1, 1994, the Company will establish a "hiring rate" of \$2867 per month for the term of the Collective Agreement for all new employees hired ~~on or~~ after the above-mentioned ~~date~~. These employees will **maintain** this monthly rate for the first **six (6)** months of their employment, and they will ~~not~~ receive **the Cost of Living Allowance (C.O.L.A.)** fold-in ~~on~~ December 31, 1993, or the percentage increases ~~to~~ be effective January 1, 1994, January 1, 1995, and January 1, 1996 for all seniority employees. These new employees will, however, receive the C.O.L.A. float (\$.05) effective January 1, 1994 and any additional C.O.L.A. ~~that~~ accumulates during **the** term of the Collective Agreement.

	<i>New Hire</i>	<i>6 mo. Prog</i>	<i>11 mo. Prog</i>	<i>16 mo. Prog</i>	<i>20 mo. Prog</i>	<i>24 mo. Prog</i>
GRADE 1 ...	\$2867	\$3123	\$3162	\$3202	\$3243	\$3485

Clerk/Typist , - Purchasing, Clerk/Typist - Maintenance,
Clerk/Typist - Traffic, Utility Clerk, Clerk Typist, Secretary.

	<i>New Hire</i>	<i>6 mo. Prog</i>	<i>11 mo. Prog</i>	<i>16 mo. Prog</i>	<i>20 mo. Prog</i>	<i>24 mo. Prog</i>
GRADE 2 ...	\$2867	\$3231	\$3269	\$3306	\$3346	\$3485

Keyboard Operator, Stenographer, Purchasing Clerk,
Secretary/Data Clerk.

	<i>New Hire</i>	<i>6 mo. Prog</i>	<i>11 mo. Prog</i>	<i>16 mo. Prog</i>	<i>20 mo. Prog</i>	<i>24 mo. Prog</i>
GRADE 3 ...	\$2867	\$3315	\$3353	\$3396	\$3437	\$3521

Accounts Payable Clerk, Accounting Clerk, Traffic Control Clerk, Scale Clerk, Shift Lab Technician, Distribution Clerk.

	<i>New Hire</i>	<i>6 mo. Prog</i>	<i>11 mo. Prog</i>	<i>16 mo. Prog</i>	<i>20 mo. Prog</i>	<i>24 mo. Prog</i>
GRADE 4 ...	\$2867	\$3384	\$3422	\$3463	\$3502	\$3556

Keyboard Operator/Data Control Clerk, Materials Coordinator.

	<i>New Hire</i>	<i>6 mo. Prog</i>	<i>11 mo. Prog</i>	<i>16 mo. Prog</i>	<i>20 mo. Prog</i>	<i>24 mo. Prog</i>
GRADES ...	\$2867	\$3429	\$3470	\$3509	\$3549	\$3589

Shift Lab Analyst, Production & Shipping Clerk, Quarry Time Clerk, Payroll/Timekeeping Clerk, Traffic Customs Clerk, Traffic Clerk, Quarry Clerk.

	<i>New Hire</i>	<i>6 mo. Prog</i>	<i>11 mo. Prog</i>	<i>16 mo. Prog</i>	<i>20 mo. Prog</i>	<i>24 mo. Prog</i>
GRADE 6 ...	\$2867	\$3489	\$3530	\$3570	\$3609	\$3649

Cost Clerk, Traffic Clerk Sr., Accounting Clerk - Production and Inventory, Lab Analyst.

EFFECTIVE JANUARY 1, 1996

HIRING RATE

Effective January 1, 1994, the Company will establish a "hiring rate" of \$2867 per month for the term of the Collective Agreement for all new employees hired on or after the above-mentioned date. These employees will maintain this monthly rate for the first six (6) months of their employment, and they will not receive the Cost of Living Allowance (C.O.L.A.) fold-in on December 31, 1993, or the percentage increases to be effective January 1, 1994, January 1, 1995, and January 1, 1996 for all seniority employees. These new employees will, however, receive the C.O.L.A. float (\$.05) effective January 1, 1994 and any additional C.O.L.A. that accumulates during the term of the Collective Agreement.

	<i>New Hire</i>	<i>6 mo. Prog</i>	<i>11 mo. Prog</i>	<i>16 mo. Prog</i>	<i>20 mo. Prog</i>	<i>24 mo. Prog</i>
GRADE 1 ...	\$2867	\$3166	\$3206	\$3246	\$3288	\$3533

Clerk/Typist - Purchasing, Clerk/Typist - Maintenance, Clerk/Typist - Traffic, Utility Clerk, Clerk Typist, Secretary.

	<i>New Hire</i>	<i>6 mo. Prog</i>	<i>11 mo. Prog</i>	<i>16 mo. Prog</i>	<i>20 mo. Prog</i>	<i>24 mo. Prog</i>
GRADE 2 ...	\$2867	\$3276	\$3314	\$3352	\$3392	\$3533

Keyboard Operator, Stenographer, Purchasing Clerk, Secretary/Data Clerk.

	<i>New Hire</i>	<i>6 mo. Prog</i>	<i>11 mo. Prog</i>	<i>16 mo. Prog</i>	<i>20 mo. Prog</i>	<i>24 mo. Prog</i>
GRADE 3 ...	\$2867	\$3361	\$3399	\$3443	\$3485	\$3570

Accounts Payable Clerk, Accounting Clerk, Traffic Control Clerk, Scale Clerk, Shift Lab Technician, Distribution Clerk.

	<i>New Hire</i>	<i>6 mo. Prog</i>	<i>11 mo. Prog</i>	<i>16 mo. Prog</i>	<i>20 mo. Prog</i>	<i>24 mo. Prog</i>
GRADE 4 ...	\$2867	\$3431	\$3469	\$3511	\$3551	\$3605

Keyboard Operator/Data Control Clerk, Materials Coordinator.

	<i>New Hire</i>	<i>6 mo. Prog</i>	<i>11 mo. Prog</i>	<i>16 mo. Prog</i>	<i>20 mo. Prog</i>	<i>24 mo. Prog</i>
GRADES...	\$2867	\$3476	\$3518	\$3558	\$3598	\$3639

Shift Lab Analyst, Production & Shipping Clerk, Quarry Time Clerk, Payroll/Timekeeping Clerk, ~~Traffic~~ Customs Clerk, Traffic Clerk, Quarry Clerk.

	<i>New Hire</i>	<i>6 mo. Prog</i>	<i>11 mo. Prog</i>	<i>16 mo. Prog</i>	<i>20 mo. Prog</i>	<i>24 mo. Prog</i>
GRADE 6 ...	\$2867	\$3537	\$3579	\$3620	\$3659	\$3700

Cost Clerk, ~~Traffic~~ Clerk Sr., Accounting Clerk - Production and Inventory, Lab Analyst.

MEMORANDUM OF AGREEMENT

Regarding a Trial of The

TWELVE (12) HOUR SHIFT FOR ROTATING SHIFT PERSONNEL

Office and Technical Workers

November 29, 1993

MEMORANDUM OF AGREEMENT

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

Salaried Bargaining Unit

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

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

1. The schedule shall apply only to bargaining unit employees on continuous **rotating** shifts.
2. The **new** schedule shall continue until the end of the Collective Agreement which became effective January 1, 1991.
3. The new schedule shall be made effective by the Company on a date of its choice with one (1) week's notice to that effect to the **Union**.
4. The Company or the Union may terminate the trial at any time before the expiry date by giving the other party thirty (30) days written notice.
5. Upon converting to the new schedule and during the first **week** under it, no premiums shall be paid to an employee for the sole reason of transferring from one

standard work week to another standard work week. In **case** of reversion to the previous **shift** schedule, this same rule shall apply **upon** reverting **and** during the **first week** of the reversion.

6. A shift which is to be covered in **the** event of absence **will** be provided in accordance with the procedure **set** out in Appendix I.

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

7:01 (a) The work week shall begin and end at 12:01 a.m. on Monday

(b) The normal **starting** and quitting **times** of shifts will be 8:00 a.m. and 8:00 p.m.

8:01 (a) One and one-half (1 1/2) times the straight time hourly **rate will** be paid for hours worked in excess of twelve (12) per day or in a continuous work period, but not for both.

(b) One and one-half (1 1/2) times the straight time hourly rate will be paid for scheduled hours worked on Sunday between 4:00 p.m. and 12:00 midnight.

(c) One and one-half (1 1/2) times the straight time hourly rate **will** be paid for all hours of work performed in any day which the employee is regularly scheduled to have off; except if such day **off** is a Sunday, or the employee's second or **third day off**, two (2) times **the** straight time hourly rate **will** be paid.

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

8:06 (A) Vacancies on rotating shift jobs, which functions the Company essentially continues to operate, will be filled in accordance with the following procedure:

ROTATING SHIFT RELIEF PROCEDURE

Provisions:

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

step 1:

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

Step 2:

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

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

- (b) In accordance with Appendix I.
- (B) The above procedure covers the providing of relief only **so far as** unexpected absenteeism is concerned.
 - (C) If any of the above mentioned vacancies are expected, the Company may hire additional employees, or may use **a spare** employee to cover relief for expected absences either directly or by moving the shift up.
 - (D) If overtime is paid on an expected absence, then Step 1 of the Rotating Shift Relief Procedure will be followed.
 - (E) If **two (2)** or more expected vacancies originate at the same time (i.e. start of the shift) and overtime is paid on any one of them, it **will** be paid on the **job(s)** with the higher wage rate(s) only after utilizing the relief **set** forth in **8:06 (C)**.
 - (F) If **two (2)** or more expected vacancies occur on the same shift but have started on different days, and overtime is paid on any one of them, it will be paid on the newest vacancies only after utilizing the relief set forth in **8:06 (C)**.
 - (G) **An** unexpected absence is when the employee fails to give the Company at least **sixteen (16) hours'** notice prior **to** the time the employee is **expected to** report for work.
 - (H) If **two (2)** or more unexpected vacancies of **less** than **two (2) hours'** notice start at the same shift

and overtime is paid on any one of them, it **will** be paid on the job(s) with the higher wage rate(s) only after the available spare employee(s) (if any) has been utilized to fill a job(s) either directly or by moving the shift up.

- (I) When there is overtime worked on a Rotating Shift (other than the **filling** of vacancies) such overtime will be handled in accordance with the Rotating Shift Relief Procedure.
- (J) If an employee leaves the employee's job due to illness or accident and has not worked half the employee's scheduled hours on that shift, the resulting vacancy **will** be filled according to **Step 1** of this procedure.
- (K) If an employee leaves the employee's job after working at least half the employee's scheduled hours then the following day will be considered the first day of unexpected absence unless sixteen **(16)** hours' notice has been given.
- (L) When an employee, at the employee's request and with the foreperson's permission, leaves the job before the end of the shift, the employee does not relinquish the employee's "on call" responsibilities unless an "on-call trade" is arranged and appropriately recorded in the department log; all subject to the foreperson's approval.

10:01 Effective January 1, 1991, a shift premium of fifty-seven cents (\$.57) per hour **will** be paid for all hours worked.

Effective January 1, 1992, a skill premium of sixty-five cents (3.65) per hour will be paid for all hours worked.

Effective January 1, 1993, a skill premium of seventy-three cents (\$.73) per hour will be paid for all hours worked.

APPENDIX I

SHIFT COVERAGE IN THE EVENT OF ABSENCE

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

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

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

APPENDIX II

VACATIONS

Method of **Taking** Additional Odd Hours

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

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

LETTERS OF UNDERSTANDING

BETWEEN

**GENERAL CHEMICAL
CANADA LTD.**

AND

**LOCAL 89, C.A.W.
OFFICE AND TECHNICAL WORKERS**

November 29, 1993

INTRODUCTION

November 29, 1993

Mrs. G. Nadeau, Chairperson
Negotiating Committee
Local 89, C.A.W.
Office and Technical Workers
General Chemical Unit
P.O. Box 6
Amherstburg, Ontario
N9V 2Z2

~~Dear~~ Mrs. Nadeau:

This letter ~~will~~ confirm that, **during** the term ~~of~~ the current Collective Agreement, the Letters, numbered 1 through 5, **will** form part of the current collective Agreement.

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

~~Yours~~ truly,
GENERAL CHEMICAL CANADA LTD.
T. A. Hussey, Director
Human Resources

LETTER #1

November 29, **1993**

Mrs. G. Nadeau, Chairperson
Negotiating Committee
Local 89, C.A.W.
Office and Technical Workers
General Chemical Unit
P.O. Box 6
Amherstburg, **Ontario**
N9V 2Z2

Dear Mrs. Nadeau:

RE: Cost of Living Allowance

As per our recent discussions during the **1993** Negotiations process, this will confirm that the Company has agreed to fold-in the then current Cost of Living Allowance **minus** a five **cent** (\$.05) float, at the expiration of the new Collective Agreement on December **31; 1993**.

Yours truly,
GENERAL CHEMICAL CANADA LTD.
T. A. Hussey, Director
Human Resources

LETTER #2

November **29, 1993**

Mrs. G. Nadeau, Chairperson
Negotiating Committee
Local **89**, C.A.W.
Office and Technical Workers
General Chemical Unit
P.O. Box 6
Amherstburg, Ontario
N9V 2Z6

Dear Mrs. Nadeau:

RE: Pension & Benefit Booklets

As per our recent discussions during the **1993** Negotiations process, the Company has agreed to provide the Union with a copy of the revised pension plan **booklet** and benefit booklet inserts for General Chemical Canada Ltd. employees, as discussed during the **1993** collective bargaining negotiations.

Yours truly,
GENERAL CHEMICAL CANADA LTD.
T. A. Hussey, Director
Human Resources

LETTER #3

November **29, 1993**

Mrs. G. Nadeau, Chairperson
Negotiating Committee
Local **89**, C.A.W.
Office and Technical Workers
General Chemical Unit
P.O. Box **6**
Amherstburg, Ontario
N9V 2Z2

Dear Mrs. Nadeau:

RE: Pension Plan

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

Yours truly,
GENERAL CHEMICAL **CANADA LTD.**
T. A. Hussey, Director
Human Resources

LETTER #4

November 29, 1993

Mrs. G. Nadeau, Chairperson
Negotiating Committee
Local 89, C.A.W.
Office and Technical Workers
General Chemical Unit
P.O. Box 6
Amherstburg, Ontario
N9V 2Z2

Dear Mrs. Nadeau:

RE: Cross Training & Upgrading

During the recent negotiations, the parties agreed that cross training and upgrading of employees in the Salaried Bargaining Unit should be encouraged and supported. To achieve this end, the parties are agreed as follows:

1. **Cross Training**

The Company will endeavour to allow an employee to increase job skills by performing the duties of different jobs in the office unit. The cross training of the employee outside of the employee's respective department will be on a voluntary basis;

2. **Upgrading**

Where the Company deems it necessary to upgrade the requirements of an existing job, and if the Company feels the incumbent is capable of such training, the Company will allow a

reasonable **period** of time for training for **an** employee to achieve such upgrading;

3. Layoff

An employee laid off, with the approval of the Company, may take **course(s)** to upgrade that employee's **skills**. If successfully completed, and if the employee is recalled to **work**, the Company agrees to reimburse the employee for the cost **of** the **course(s)** successfully completed;

4. General

The cross training and upgrading are not intended to restrict the Company from temporary replacement, or permanent replacement, if the Company feels that the **employee(s)** involved are not capable **of** such cross training or upgrading.

Yours truly,
GENERAL CHEMICAL CANADA LTD.
T. A. Hussey, Director
Human Resources

LETTER #5

November 29, 1993

Mrs. G. Nadeau, Chairperson
Negotiating Committee
Local 89, C.A.W.
Office and Technical Workers
General Chemical Unit
P.O. Box 6
Amherstburg, Ontario
N9V 2Z2

Dear Mrs. Nadeau:

RE: Application of Article 18:02(d)

During negotiations for the current collective agreement, there was considerable discussion regarding the Union's proposal to delete this article due to its concern that this application may constitute a violation of the *Ontario Human Rights Code*.

In order to resolve this issue and in recognition of the Union's concern, General Chemical agrees that, in the event the application of this article is found to be a violation of the *Ontario Human Rights Code*, General Chemical shall indemnify and save harmless the **Union** from any **losses**, damages, **costs**, liability or **expenses** suffered or **sustained** by the Union **as** a result.

Yours truly,
GENERAL CHEMICAL CANADA LTD.
T. A. Hussey, Director
Human Resources

Witnesseth:

**For: GENERAL CHEMICAL CANADA LTD.
Amherstburg, Ontario**

**T.A. HUSSEY
K.M. SIDDALL**

For: NATIONAL UNION, C.A.W.

D. FIELDS

For: LOCAL 89, OFFICE & TECHNICAL WORKERS

**M. BERTRAND
G. NADEAU
F. MCLEAN**