

**COLLECTIVE AGREEMENT I**

BETWEEN

**CANRON INC.**

PIPE DIVISION  
HAMILTON, ONTARIO

AND

**UNITED STEELWORKERS  
OF AMERICA  
LOCAL 8233**

**EFFECTIVE MAY 7, 1988**

to

**MAY 6th, 1991**

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# **COLLECTIVE AGREEMENT**

**between**

**CANRON INC.**  
**(hereinafter called "The Company")**

**OF THE FIRST PART**

**- and -**

**UNITED STEEL WORKERS OF AMERICA**  
**(hereinafter called "The Union")**

**OF THE SECOND PART**

**NOW THEREFORE this Agreement witnesseth:**

## **ARTICLE 1 - PURPOSE**

**1.01** The general purpose of this Agreement is to establish bargaining relations between the Company and the Union. to continue the co-operation and spirit of goodwill between the Company and its employees, to provide machinery for the prompt disposition of grievances arising under this Agreement, and to set forth negotiated conditions of employment for all employees who are subject to the provisions of this Agreement. The Union recognizes that in order to provide a proper relationship between the parties, the Company must be kept in a strong competitive market position, which means it must produce at the best possible efficiency and lowest cost, consistent with fair labour standards, and the Union agrees to support the Company in attaining such objectives.

## ARTICLE 2 - RECOGNITION

**2.01** The Company recognizes the Union as the sole and exclusive bargaining agent for all of its employees at Hamilton, Ontario, save and except the supervisors, persons above the rank of supervisors, office and sales staff, students employed during the school vacation period, and students hired under a co-operative educational programme.

**2.02** Supervisors and persons above the rank of supervisors will not, for unreasonable periods, perform work which is normally performed by members of the bargaining unit so as to be the direct cause of lay-off of an employee, or failure to recall an employee, except in cases of

- (a) training, experimentation of new product development.
- (b) production difficulties.
- (c) qualified employees not being immediately available.

**2.03** The Company recognizes and will not interfere with the right of employees to become members of the Union, and will not discriminate against, interfere with, restrain or coerce employees because of membership in the Union. The Union agrees that neither the Union nor its members will intimidate or coerce employees into membership and also that it will not solicit membership, collect dues, distribute Union information or hold meetings on Company property.

## ARTICLE 3 - MANAGEMENT RIGHTS

**3.01** Except as, and to the extent specifically modified by this Agreement, all rights and prerogatives of management are retained by the Company and remain exclusively and without limitation within the right of the Company and its management. Without limiting the generality of the foregoing, the Company's rights shall include:

- (a) the right to maintain order, discipline and efficiency; to make, alter and enforce, from time to time, rules and regulations, policies and practices, to be observed by its employees to discipline and discharge for just

cause. Such rules and regulations, policies and practices shall be posted in a conspicuous place and/or printed in an employee handbook and distributed to the employees and kept up to date by the Company. In the event the Union disputes the reasonableness of such rules and regulations, the Union shall have the right to file a policy grievance in respect hereof pursuant to provisions of Article 7 of this Agreement. Such grievances shall specify the rule or rules being disputed and the grounds upon which such rule or rules is/are being disputed.

- (b) the right: to select, hire and control the working force and employees; to transfer, assign, promote, demote, classify, lay-off, recall, suspend, and retire employees in accordance with the Company's Hourly Employees' Pension Plan; to plan, direct and control plant operations; to select and retain employees for positions excluded from the bargaining unit, and to transfer employees into or out of the bargaining unit as follows. Employees transferred out of the bargaining unit will not be entitled to service for seniority purposes for all time spent out of the bargaining unit for a period up to nine months. If they return to the bargaining unit during those nine months they retain all prior seniority entitlement. If they return to the bargaining unit after nine months they shall be considered a probationary employee and will receive Company seniority for vacation and pension purposes only.
- (c) the right to determine: the location of its operations and their commencement, expansion, curtailment, or discontinuance; the direction of the working forces; the products to be manufactured; the standards of production; sub-contracting of work; the schedules of work and of production; the number of shifts; the methods, processes and means of performing work; job content and requirements; quality quantity standards; the qualifications of employees; the use of improved methods, machinery and equipment; whether there shall be overtime work and subject to Clause 12.05 hereof, who shall perform such work; the number of employees needed by the Company at any time and how many shall operate or work on any job,

operation, machine or production line; the number of hours worked; starting and quitting times. And generally, the right to manage the enterprise and its business without interference are solely and exclusively the right of the Company.

#### **ARTICLE 4 - UNION SECURITY**

**4.01** The Company agrees to deduct regular monthly Union dues exclusive of fines, levies and special assessments, during the life of this Agreement from:

- (a) all present employees; and
- (b) each new employee- hired after the date of this Agreement, upon his completion of thirty (30) days employment; and
- (c) students.

**4.02** Any authorization to deduct Union dues shall take effect as of the next deduction date after it has been received by the Company. Such deductions shall be made the first week of each month, excepting cases of plant shutdown, lay-offs, sickness, vacation and leave of absence, etc., when deduction of dues shall be made after the first full five (5) days worked by an employee in the particular month. Union dues deducted shall be transmitted to the Financial Secretary before the end of the month. A list of names of all employees for and on behalf of whom such deductions have been made, and a monthly statement showing names of all employees not paying, and additions to and deletions from the working force shall be forwarded to the Financial Secretary before the end of the month.

**4.03** In order that the Company may have definite instructions as to what amounts are to be deducted for the above purposes, it is agreed that the Union shall promptly notify the Company in writing, over the signature of the Secretary-Treasurer of the Local Union, of the amount of the deduction to be made by the Company for regular monthly Union dues, and the Company shall have the right to rely on such written notification until it receives other written notification from the Union signed with the same formality

## **ARTICLE 5 - NO STRIKES OR LOCKOUTS**

**5.01** The Union undertakes and agrees that while this Agreement is in operation neither the Union nor any employee shall take part in or call or encourage any strike, picketing, sitdown, slowdown, or any suspension of or stoppage or of interference with work or production which shall in any way affect the operations of the Company, nor shall there be any sympathy strikes or secondary boycotts, and the Company agrees that it will not engage in any lock-out during the term of this Agreement.

**5.02** Any employees who participate in any of the foregoing conduct shall be subject to discipline up to and including discharge.

**5.03** In the event of the Union or employee participating in activity prohibited by Clause 5.01 hereof, all seniority rights under this Agreement shall be suspended until such activity has ended.

## **ARTICLE 6 - UNION REPRESENTATION**

### **6.01 NEGOTIATING COMMITTEE**

The Company agrees to recognize for the purpose of negotiating the renewal of this Agreement at the proper time, a Union Negotiating Committee which shall be composed of up to three (3) seniority employees, one (1) of whom shall be the President of the Local Union.

**6.02 (a)** The Company is prepared to recognize a Union Grievance Committee which shall be limited to three (3) seniority employees of the Company.

**6.02 (b)** The Company agrees to recognize up to eleven (11) stewards who shall be seniority employees. One (1) of such stewards shall represent all employees on the night shift, five (5) stewards shall represent employees on the day shift, and five (5) stewards shall represent employees on the afternoon shift according to the following areas:

### **AREAS**

- 1 -Plant #2, Coated Electrodes, Yard, Cement Lining Fittings.



- 2 -Metal Melting, Ladle Lining, Physical Testing, Ductile Polishing.
- 3 -Casting, Cores, Normalizing Furnace, Tundish, Casting Inspection, Accubar.
- 4 -Finishing, Plant #1 Shipping, Ductile Cut-Off, Inspection.
- 5 -Maintenance, Tool Room,. Plant #1 General Labour.

**6.03** The Union will inform the Company in writing of the identity of all stewards and Grievance Committee members, and the Area and shift which each steward represents and the Company shall not be obliged to recognize such personnel until it has been so informed. In addition to and subject to the same conditions as the foregoing, the Union shall advise the Company of all other Union personnel. The Union agrees that no Union member or representative will conduct Union activities on the premises of the Company except as specifically permitted by this Agreement.

**6.04** Stewards, members of committees, and Union officers have regular duties to perform on behalf of the Company, and such persons shall not leave their regular duties without requesting and obtaining the permission of their foreman or immediate supervisor, and such ~~permission will not be unreasonably withheld~~. When resuming their regular duties, they shall report to their foreman or immediate supervisor and will give a reasonable explanation with respect to their absence, when requested to do so. The term "immediate supervisor" as used in this Clause **6.04** shall be deemed to mean the employee's shift foreman.

**6.05** For the purpose of this Agreement, the Negotiating Committee, Grievance Committee, and the Stewards together with the officers of the Local Union shall be deemed to be officials of the Union. The parties hereto agree that the Union officials occupy a position of leadership and responsibility to see that the Agreement is faithfully carried out.

**6.06** All written warnings, suspensions or any other form of discipline, including documented verbal warnings, shall be kept on an employee's file for a period of two (2) years from the date they were issued, save and except, any and all forms of discipline taken with regard to attendance and punctuality related problems which shall be kept on an employee's file for a period of three (3) years from the date they are issued.

## **ARTICLE 7 - GRIEVANCE PROCEDURE**

**7.01** The grievance procedures herein provided are among the most important matters in the successful administration of this Agreement. The Company and the Union therefore agree that the designated grievance procedure as hereinafter set forth shall serve as and constitute the sole and exclusive means to be utilized by the grievor for the prompt disposition, decision and final settlement of a grievance arising in respect of the interpretation, application, administration or alleged violation of this Agreement, and the specifically designated grievance procedure shall be strictly followed.

Whenever the term "grievance procedure" is used in this Agreement, it shall be considered as including the arbitration procedure.

**7.02** Grievance shall mean a complaint or claim concerning improper discipline or discharge, or a dispute with reference to the interpretation, application, administration or alleged violation of this Agreement.

**7.03** No employee shall have a grievance until he, or, at his request, he with his steward, has discussed his complaint with his foreman. If the employee's foreman does not promptly settle the matter to the employee's satisfaction within two (2) days of such discussion, the employee's written grievance shall be processed in accordance with Clauses 7.04 and 7.06 hereof.

**7.04** The Company shall be under no obligation to consider or process any grievance unless such grievance has been presented to the Company in writing as Step 1 of

the grievance procedure within five (5) days from the time the circumstances upon which the grievance is based were known by the **grievor**. However, if the Company does consider or process a grievance which has been presented late, the Company shall not be stopped or precluded at any stage from taking the position that the grievance is late and not arbitrable.

**7.05** All time limits referred to in the grievance procedure herein contained shall be deemed to be exclusive of Saturdays, Sundays, or holidays set out in Article 14 hereof.

**7.06** An employee's written grievance shall be processed as follows:

#### **STEP NO. 1**

If the employee has a grievance, the grievance shall, within the five (5) days referred to in Clause 7.04 hereof, be reduced to writing and presented to the employee's Supervisor. If the employee wishes, he may, after obtaining permission from his immediate supervisor, have an employee Union representative from within Local 8233, accompany him to see the Supervisor. The Supervisor shall give the **grievor** a written reply as soon as possible, but not later than three (3) days after presentation of the written grievance. If the Supervisor's written reply is not satisfactory to the **grievor**, the next step must be taken within three (3) days of the Supervisor's answer, but not thereafter. The written grievance referred to in the above shall specify the facts giving rise to the grievance: the sections of the Agreement claimed to be violated; redress requested; and shall be signed by the employee and countersigned by an employee Union representative from within Local 8233.

Employees whose Health and Safety grievances are not resolved by Step 1 of the grievance procedure shall have the right to by-pass Step 2 and carry such grievances directly to Step 3 of the grievance procedure.

#### **STEP NO. 2**

At this step, the written grievance shall be presented to the Personnel Supervisor within the aforementioned three

(3) days of receipt of the Supervisor's written reply, but not thereafter. A meeting shall be held between the Chief Steward and the Personnel Supervisor, together with other representatives of management, within five (5) days of the presentation of the written grievance to the Personnel Supervisor. The Personnel Supervisor shall give his written reply to the Chief Steward within three (3) days of such meeting. If the reply from the Personnel Supervisor is not satisfactory to the Chief Steward, the next step in the grievance procedure must be taken within three (3) days after delivery of the reply from the Personnel Supervisor, but not thereafter.

### **STEP NO. 3**

At this step, the written grievance shall be presented to the Plant Manager, within the aforementioned three (3) days of receipt of the written reply from the Personnel Supervisor, but not thereafter. A meeting will be held between the Grievance Committee, together with an International Representative from the Union and the Plant Manager and any other representatives of Management within five (5) days of the presentation of the written grievance to the Plant Manager. The Plant Manager, shall give his written reply to the Chief Steward within five (5) days of such meeting.

The Step 3 meeting will be arranged by the Personnel Supervisor.

If the reply of the Plant Manager, is not satisfactory to the Union, the next step must be taken within five (5) days after delivery of the reply from the Plant Manager, but not thereafter.

### **STEP NO. 4**

In the event the grievance is not settled at Step 3, the parties, by mutual consent, may choose to make application for a settlement officer under Section 45 of the Ontario Labour Relations Act. The provisions of Step 4 shall automatically be extended to read 21 days from the date of such application. Company to apply for Settlement Officer.

## **STEP NO. 5**

In the event the grievance is not settled at Step 3, the party having carriage of the grievance shall request arbitration of the grievance by giving notice in writing to the other party within five (5) days from delivery of the decision at Step 3, but not thereafter.

If the request for arbitration is not received within such five (5) day period, the decision at Step 3 shall be final and binding upon both parties to this Agreement, and upon any employee involved.

The notice to arbitrate shall contain the name and address of the moving party's nominee to the Board, and shall also specify all of the outstanding issues of the written grievance to be dealt with by the Board and remedy sought. The party giving such notice shall be bound by the same and shall be restricted at arbitration to the issues presented by the notice. The recipient of the notice shall within ten (10) days advise the other party, in writing, of the name of its appointee to the arbitration board. The two appointees so selected shall, within ten (10) days of the appointment of the second of them, appoint a third person, who shall be chairman. If these two appointees fail to agree upon a chairman, within the time limit, the Minister of Labour for Ontario shall, if requested within ten (10) days from the expiry of the date upon which the two appointees are to appoint a chairman, but not thereafter, forthwith appoint a qualified person to be chairman.

**7.07** The arbitration board shall hear and determine the matter and shall issue a decision which shall be final and binding upon the parties and upon any employee affected by it. The decision of the majority shall be the decision of the arbitration board, but if there is no majority decision, the decision of the chairman shall govern.

**7.08** The board of arbitration shall not be authorized to alter or amend this Agreement nor make any decisions inconsistent with the provisions of this Agreement, nor to adjudicate any matter not specifically assigned to it by the notice to arbitrate specified in Step 5 of Clause 7.06 hereof.

**7.09** Each party hereto shall bear its own costs of and incidental to any such arbitration proceedings. The fees and charges of the chairman of the board of arbitration shall be borne equally by the two parties.

**7.10** The time limits and other procedural requirements set out in this Article 7 are mandatory and not merely directory, therefore failure to put a grievance in writing at the proper step in accordance with the requirements hereof shall be deemed a complete waiver and abandonment of the grievance by the grievor. Any grievance not appealed from one step of the grievance procedure to the next within the specified time limit shall be deemed to be abandoned. No matter may be submitted to arbitration which has not properly been carried through all specified previous steps of the grievance procedure within the times specified. The mandatory provisions of this Article 7 shall not be considered to have been waived by the parties or either of them unless they expressly provide a waiver thereof in writing signed by both parties. Section 44(6) of the Ontario Labour Relations Act shall not apply.

Should a reply not be received to a grievance within the required time limit at any given step, the grieving party shall be allowed to carry out the grievance to the next step within the appeal times, but not thereafter. The appeal periods shall start on the first working day following the expiration of the periods for such replies within the various steps.

**7.11** A decision of settlement reached at any stage of the grievance procedure shall be final and binding upon all parties hereto, including the grievor, and shall not be subject to re-opening by any party except by agreement in writing. If the grievance is settled at any step of the grievance procedure, both the Company Management and the Union representatives who pass on the same as provided herein shall sign the settlement as endorsed upon the written grievance so that no question or argument may arise as to what the settlement was. Either party shall have the right to require the attendance of the grievor at any meeting held pursuant to the grievance procedure.

**7.12** When an employee's grievance is settled by the parties or determined by a board of arbitration on the basis that the employee is entitled to be reimbursed for wages lost as a result of action on the part of the Company in violation of this Agreement, such reimbursement shall be at the employee's appropriate rate of pay for such hours as the employee would have worked for the Company or for holiday pay to which he would have been entitled if the violation had not occurred.

### **7.13 UNION POLICY GRIEVANCE OR COMPANY GRIEVANCE**

A Union policy grievance or a Company grievance may be submitted to the Company or the Union, as the case may be, in writing, within five (5) days from the time the circumstances upon which the grievance is based were known or should have been known by the grievor. A meeting between the Company and the Union shall be held within five (5) days of the presentation of the written grievance and shall take place within the framework of Step 3 of Clause 7.06. The Company or the Union, as the case may be, shall give its written decision within three (3) days of such meeting.

If the decision is unsatisfactory to the grieving party, the grievance must be submitted to arbitration within ten (10) days of the delivery of such written decision and the arbitration sections of this Agreement shall be followed.

It is expressly understood that the provisions of this paragraph 7.13 may not be used by the Union to institute a grievance directly affecting an employee or employees which such employee or employees could themselves institute, and the provisions of Clause 7.06 hereof shall not thereby be bypassed.

### **7.14 DISCHARGE CASES**

A claim by a seniority employee that he has been discharged without just cause shall be treated as a grievance and shall commence at Step 3 of Clause 7.06 provided that a written grievance, signed by the employee and an employee Union representative from within Local 8233, is presented to the Personnel Supervisor within five

(5) days after the discharge. The International Representative of the Union will be permitted to attend the meeting held pursuant thereto with the Management Committee.

It is agreed that dismissals or lay-offs of probationary employees is at the sole discretion of the Employer and shall not be made the subject of a grievance.

**7.15** A Steward, Grievance Committee Member or member of the Joint Occupational Health and Safety Committee will not suffer loss of his straight time base rate of pay when properly performing his designated duties pursuant to the grievance procedure or as a member of the Joint Occupational Health and Safety Committee. as the case may be, in accordance with the provisions of this Agreement, during regular work day. Such meetings will be scheduled to commence on or after 6:00 a.m. and to end on or after 2:00 p.m. If the Company requests an extension beyond the hours in question, it will bear the cost for the employees so involved at their base rate of pay. If the Union requests an extension beyond the hours in question, the Union will bear such cost for the employee so involved.

## **ARTICLE 8 - SENIORITY**

**8.01** Seniority is defined for the purpose of this Agreement as the length of continuous service of an employee of this Company, computed from the date three (3) months prior to the date such employee actually attained seniority by completing his probationary period in the manner set forth in Clause 8.02 hereof, and shall apply only to the extent specifically provided in this Agreement.

**8.02** An employee having less than three (3) months of continuous service from his last date of hire shall be considered a probationary employee and will have no seniority rights, but when such rights are acquired (subject to Clause 8.01 hereof), seniority will be regarded as having started from the date three (3) months immediately prior to acquiring such seniority.

**8.03** In all cases of filling permanent job vacancies (except those in respect of positions excluded from the bargaining



unit) and in all cases of lay-off, other than temporary lay-off as defined herein, or recall from lay-off, the following factors shall be considered

- (a) seniority;
- (b) experience;
- (c) qualifications

**8.03 (a)** The term "lay-off" as used herein shall mean the imposed absence from work for one (1) full shift or more due to shortage of work.

**8.03 (b)** When it becomes apparent to the Company that a lay-off will extend beyond the five (5) working days provided for under Clause **8.04**, a seniority employee subject to lay-off may exercise his seniority to displace the least senior employee whose job he is qualified to perform:

- (a) within his own area, first in the same classification, or failing that in a lower classification provided that he is qualified to perform the job, or failing that;
- (b) within his own area, in a higher classification, provided that he is qualified to perform the job and provided he has previously performed such job to the satisfaction of the Company, or failing that:
- (c) plant-wide lay-offs will be handled in the following manner:

Seniority employees will exercise their rights by bumping the last employee hired, whether this person has reached seniority or is on probation. Employees must be qualified to exercise their seniority rights as Crane Drivers, Operator of the Company truck or Lift Truck Operators and they will be given a five (5) day familiarization period to prove that they can perform the job satisfactorily with the exception of Maintenance Personnel.

## **AREAS ARE DEFINED AS FOLLOWS**

- 1** -Coated Electrodes
- 2** -Maintenance

- 3 -Plant #2 (Mould, Boring, Flanging, General Machining);
- 4 -Plant #2 (Weld & Peen, Glass Lining, Heat Treatment, General Labour);
- 5 -Plant #1 and Plant #2 Shipping (forklift, trucks, material handling);
- 6 -Ladle Lining, Metal Melting, Physical Testing and Ductile Polisher, Crane Drivers;
- 7 -Casting, Core Making, Normalizing Furnace, Tundish, Accubar (inspection excluded):
- 8 -Finishing. Ductile Cut-Off, all Inspection, Hyprotec;
- 9 -Tool Room;
- 10 -General Labour (Plant #1).

**8.03 (c)** "Permanent Vacancy" as used in this Agreement shall be deemed to mean a vacancy which the Company desires to fill and which arises as a result of:

- (i) the death, discharge, retirement or quit of an employee,  
or
- (ii) the creation of a new or additional bargaining unit job by the Company,  
or
- (iii) a vacancy which has lasted for more than forty (40) calendar days and does not result from leave of absence, sickness, accident or vacation. Jobs occupied by students are excluded from the forty (40) calendar day limitation.

**8.03 (d)** In case of a Company planned lay-off, in excess of five (5) working days. the Company will give affected employees five (5) calendar days notice of lay-off. wherever possible, but the notice shall not be less than two (2) working days. Notice given to an employee who exercises his seniority to displace another employee shall be deemed to be notice of lay-off to the employee who is ultimately laid off. Failure to give such two (2) working days notice shall result in the affected employee receiving two (2) days pay in lieu thereof.

**8.04** Incasesof temporary lay-off (i.e. five (5) working days or less), seniority need not be considered. The Company shall endeavour to place an employee so subject to lay-off in available work which the Company wishes to have performed and which is not being performed by another employee provided the employee so subject to lay-off is qualified to perform such work. The determination of whether there is other available work is the Company's sole prerogative. If there is no other available work, the Company will determine if there is work being performed by a probationary employee which the seniority employee subject to lay-off is fully qualified to perform. If so, the Company will place the seniority employee in such job and lay-off the probationary employee. The administration of this clause and the determination to be made hereinunder shall be in the sole judgement and discretion of the Company. The provisions of Clause **8.04** shall be subject to the provisions of Clause **8.09**.

#### **8.05 LOSS OF SENIORITY**

An employee shall lose all seniority and service rights if:

- (a) he quits his employment;
- (b) he is discharged for just cause;
- (c) **he** is on lay-off and fails to return to work within seven (7) working days after the Company mails notice of recall to the employee by registered mail at his last address on the Company's records, unless the failure of the employee to report was beyond **his/her** control and proof can be supplied to the Company.
- (d) he fails to **return** to work promptly after the expiration of any leave of absence granted to him, unless he is excused by the Plant Manager.
- (e) he is absent without permission for any reason for a period of more than three (3) working days;
- (f) a seniority employee:
  - 1** - having less than one (1) year of continuous service with the Company, is laid off for a period of six (6) consecutive months;

2 - having one (1) year or more of continuous service, but less than two (2) years of continuous service with the Company, is laid off for a period of twelve (12) consecutive months:

3 - having two (2) years or more of continuous service with the Company, is laid off for a period of twenty-four (24) consecutive months.

It shall be incumbent upon the employee or laid-off person with recall rights to notify the Personnel Department promptly, in writing, of any change of address or telephone number. If the employee or laid-off person with recall rights should fail to do this, the Company shall be indemnified and saved harmless for the failure of a recall notice to reach him and any notice sent by the Company by registered mail to the address which appears on the Company's records.

In the event that the Company requires to recall employees on an emergency basis or short notice due to production demands, the Company shall first telephone the employees subject to recall. If after reasonable attempts, such employees cannot be reached by telephone, a registered letter will be sent as per Clause 8.05 (c). Time worked by a more junior qualified employee until the more senior employee responds to the recall letter shall not be subject of a grievance.

**8.06** A person who is hired after losing his seniority will be a probationary employee.

**8.07** An employee's reinstatement after sick leave or injury will be conditional on his supplying, when requested, a certificate from a physician that he is fully recovered and capable of performing his former work load.

**8.08** Seniority lists will be posted by the Company on the bulletin boards within thirty (30) days of the signing of this Agreement. The list shall be revised every three (3) months, and a copy thereof supplied to the Union. The Company will send a copy of the seniority list to the person designated by the Union in writing. Twice a year, in May and November, the Company will make a list of names, addresses and telephone numbers (non-confidential) of seniority

employees which appear on the Company's records and will supply the Union with a copy.

**8.09** The Company agrees to accord a preferred seniority status, for purposes of lay-off, to the President, Recording Secretary, Financial Secretary, Treasurer of the Union and one (1) of the representatives of the Joint Occupational Health and Safety Committee, as designated by the Union in writing to the Employer, subject to the following:

- (1) must be qualified to perform the work required;
- (2) must have at least three (3) years seniority.

### **8.10 JOB POSTING**

The Company agrees to advertise all job vacancies for four (4) working days on all designated bulletin boards. In order for an employee to be eligible to apply, the applicant must have the seniority and qualifications to perform the job. Selection will be made in accordance with the provisions of Clause 8.03 hereof. All employees interested in the job vacancy must make application within three (3) working days from posting. Nothing contained herein shall be interpreted as requiring the Company to fill a vacancy if there are no suitable applicants. The Company may fill the vacancy from any source.

The Company will furnish each applicant with a copy of his application and, in addition, the Company will notify all applicants of the successful applicant within two (2) weeks after the expiry of the four (4) day posting period. The Company will place the successful applicant on the new job within thirty (30) days of the foregoing notification. When the Company has posted a job vacancy, such posting shall be deemed to apply to any vacancy or vacancies occurring in each job for the following thirty (30) days.

Notwithstanding the foregoing, a seniority employee shall be permitted to make application for a job vacancy in the same labour grade or in a lower grade not oftener than once every one (1) year.

The job posting provided herein shall apply only in respect

of the original vacancy and will not apply to subsequent vacancies created by the filling of the original vacancy. The Company will make available to employees forms upon which the employees may make application, in triplicate, for request for transfer to job vacancies which are not, by this Clause 8.10, required to be posted.

**8.11** An employee who successfully completes a training course in which his enrolment has been approved by the Company, in a school or community college, etc., will, upon furnishing proof of his successful completion of the courses, have his tuition fee reimbursed by the Company.

**8.12** If a successful job applicant under Clause 8.10 is not performing the new job to the satisfaction of his Supervisor, he shall be reassigned to his former job and rate of pay or other available work, which he is qualified to perform, with no loss or interruption of service or seniority. If he is re-assigned to his former job, all other employees who have been transferred because of the original successful job posting shall also revert to their former jobs and rates of pay with no loss or interruption of service or seniority. Successful applicants of the job bidding procedure who are not able to perform the job and are returned to their former position shall not be eligible to re-apply for any other job postings for a period of six (6) consecutive months from the date of placement in their new job, unless agreed to by the Company.

## **ARTICLE 9 - TEMPORARY TRANSFERS**

**9.01** An employee who is temporarily transferred to a different job classification within the bargaining unit shall be paid while so employed as follows:

- (a) if the transfer is for the convenience of the Company and if the rate of pay in the classification to which he is transferred is less than the employee's regular rate of pay, he shall receive his regular rate of pay;
- (b) if the transfer is for the convenience of the employee or in lieu of a lay-off, and if the rate of pay in the classification to which he is transferred is less than the employee's regular rate of pay, he shall receive such lesser rate;

(c) if the transfer is to a higher rated classification, then the employee will receive the higher rate of pay. The higher rate of pay shall apply only if the transfer(s) is/are cumulative for three (3) hours or more in a shift. In such case, the higher rate of pay shall apply for the full shift, otherwise, the lower rate shall apply for the whole shift.

The term "temporary transfers" shall be deemed to mean transfers of up to forty-five (45) calendar days. Jobs occupied by students are excluded from the forty-five (45) calendar day limitation.

## **ARTICLE 10 - BEREAVEMENT LEAVE**

**10.01** In the event of the death of a member of an employee's immediate family, the employee is entitled to bereavement leave on any of his normal working days that occur during the three (3) days immediately following the day of the death. The definition of "immediate family" include the employees' spouse, parents, children, sisters, brothers, father-in-law, mother-in-law, brother-in-law, sister-in-law, or grandparent of the employee. The employee will be entitled to bereavement leave with pay at his regular rate of wages for his normal hours of work, provided satisfactory evidence is submitted.

## **ARTICLE 11 - LEAVE OF ABSENCE**

**11.01** Leave of absence shall mean absence from scheduled work requested by an employee and consented to by the Company. The request for leave of absence must be submitted in writing to the employee's Supervisor and final approval, in writing, granted by Plant Manager. The decision will be given to the employee within one (1) calendar week after the written request is received by the Company. Once approved, the original of the request for leave of absence will be sent to the Personnel Department, to be filed in the employee's personnel file.

The request for the leave of absence shall outline the reason for the leave of absence and shall specify the last day worked and the expected first day back on the job. Furthermore, leaves of absence shall be at the sole dis-

cretion of the Company and shall be without pay or any other form of compensation, and the employee shall not work in any other position during such leave of absence unless agreed to by the Company in writing.

**11.02** The Company will grant leave of absence to one (1) seniority employee for up to one (1) year to take a position as a full-time staff employee of the Union.

**11.03** The Company will grant leave of absence to not more than three (3) seniority employees at the same time for legitimate Union business, such as convention delegates, negotiating committee members, etc., for a period not to exceed twenty (20) working days per calendar year, per employee and in any event not to exceed a total of sixty (60) working days per year in respect of all such employees. The foregoing, however, is subject to the limitation that such leaves of absence may be withheld by the Company if the absence of any such employee will interfere with production.

Time spent away from scheduled work by the Negotiations Committee in preparing for or negotiating a renewal of the Collective Agreement will not be charged against the designated leaves of absence for Union business.

**11.04** Whenever an employee wishes to be absent on Union business and a leave of absence is required under the provisions of Clause 11.02 or 11.03, the employee shall request permission of the Personnel Supervisor for such leave of absence at least one (1) week in advance of the desired leave day. The request shall be made in writing.

#### **11.06 SICK LEAVE**

An employee, who because of illness or injury requiring an absence from his job for five (5) days or more, shall, upon furnishing evidence satisfactory to the Company of such illness or injury, which may include examination by a Company appointed physician, be granted a sick leave for the duration of the period of his disability due to such illness or injury, except that at the end of twelve (12) months in the case of an employee with less than five (5) years seniority on the date the absence began, or thirty-six (36)



months in the case of an employee with five (5) years seniority or more on the date the absence began, of continuous absence because of such illness or injury, the employee's employment and seniority shall be terminated. The employee shall furnish supplementary medical evidence of disability, from time to time, as required by the Company. Failure to furnish such evidence of disability will result in the termination of the employee's employment and seniority. Before any employee on sick leave may return to work, he must present a doctor's certificate stating that he has fully recovered and is able to return to his regular classification and perform such job in accordance with the Company's quality and production standards. The Company **reserves** the right to have any employee examined by a Company physician in connection with a sick leave.

Employees subject to losing their seniority because of absence due to work related injury or illness as outlined in the first paragraph of Clause 11.06 may be given special consideration by the Company.

The Company reserves the right to terminate employment if the record of the employee indicates an excessive amount of time off or recurring or repetitive time off.

## **ARTICLE 12 - OVERTIME**

**12.01** It is hereby expressly understood and agreed that the provisions of this Article 12 are for the purpose of computing overtime and shall not be construed to be a guarantee of or limitation upon the hours of work to be done per day or per week or otherwise, nor as a guarantee of working schedules.

**12.02** An employee shall be paid overtime at the rate of

1 -time and one-half (1-1/2) the employee's straight time rate of pay exclusive of premiums for: -

- (a) all hours worked in excess of eight (8) n day, Monday through Friday; and
- (b) all hours up to and including eight (8) worked on Saturday.

2 -two (2) times the employee's straight time rate of pay exclusive of premiums for: •

(a) all hours worked in excess of eight (8) hours on Saturdays: and

(b) all hours worked on Sundays.

The foregoing overtime premiums shall not be paid when:

1 -work performed on Saturday is part of a shift which commences Friday evening, nor shall overtime be paid for work on a Sunday evening which is part of a shift which continues into and terminates on Monday morning;

2 -Saturday or Sunday is part of a regular scheduled work week. In such cases, the sixth (6) consecutive day worked shall be treated as Saturday above and the seventh (7) consecutive day worked shall be treated as Sunday above;

3 -an employee doubles back from his regular scheduled shift to a later shift within a twenty-four (24) hour period, if such doubling back occurs as a result of the employee's request.

**12.04** The Company will give as much notice of overtime as is reasonably practicable. In order to meet its overtime requirements, the Company will attempt to secure the necessary manpower on a voluntary basis pursuant to Clause 12.05 hereof. If the Company is not able to secure sufficient qualified manpower on a voluntary basis, employees will be required to perform the overtime work allocated in accordance with Clause 12.05.

**12.05** When overtime is scheduled to be performed by employees in a department, the Company will endeavour as far as practicable to equitably allocate the overtime among qualified employees of the department who presently and normally perform the major or dominant portion of the work required. However, production lines or group operations will not be affected or interfered with. An employee on an individual operation or assignment will not be displaced for overtime occurring at the end of a regular shift. Employees who are absent from work for any reason shall be con-

**sidered** not available for the allocation of overtime, and shall not be entitled to be called in.

It is not the intention of the parties to this Agreement that the Company shall be held to an obligation of equal allocation of overtime but is only intended to be a general rule for the guidance of the Company in allocating of overtime. An employee who is justifiably aggrieved as a result of the Company's failure to follow this general rule shall not be entitled to money payment for overtime which has not been allocated to him in the past, but shall be entitled to be allocated future overtime to restore him to a relatively equitable position with those other qualified employees in the department who presently and normally perform the operation upon which the aggrieved employee is involved.

**12.05** (a) The Company will supply a weekly overtime report by department in an enclosed bulletin board. For such purposes, an employee absent from work for any reason or an employee who is offered an overtime assignment shall have such hours credited against his record.

**12.06** An employee shall have added to his pay an allowance of **three dollars and fifty cents (\$3.50)**, or a meal, when is required to work three (3) hours or more overtime after completion of and continuous with his regular shift without having received notice of such overtime before reporting to work.

**12.07** An employee called from home to do emergency work will be paid a minimum of three (3) hours pay for such work at the rate of one and one-half (1-1/2) times his straight time rate of pay exclusive of premiums. However, when an employee, after leaving the plant at the completion of his shift is notified to report to work for reasons other than an emergency two (2) hours or less prior to his regular starting time and is expected to work through and complete his regular shift. he will be paid only for the hours worked in excess of eight (8) hours on an overtime basis. In order to qualify for call-in pay herein, the employee must be at work within one (1) hour from the time he is called.

**12.08** An employee who properly reports for work at the beginning of his regular shift, unless he has been notified in advance not to report, will receive at least four (4) hours at his straight time base hourly rate, except in cases of labour disputes, power or other utility breakdowns, fire, flood or any other causes, which are beyond the control of the Company. Where the employee's work is not available due to equipment failure or machinery breakdown, the Company will provide four (4) hours of alternate work. The Company agrees that an employee who performs other work offered him will be paid at his regular hourly rate for the four (4) hours. An employee other than an employee who reports for work on his regular shift and is sent home with instructions to report on a later shift, who does not accept available work when offered cannot be entitled to payment for reporting. When an employee has not been working because of illness, leave of absence or any other cause, it shall be his responsibility to arrange with the Company for his return to work at least one (1) but no more than two (2) regular working days prior to the time of his intended return. It is the employee's duty to keep the Personnel Office informed of his correct address and telephone number, and the Company will not be liable for any payment unless such arrangements have been made.

**12.09** Each employee shall receive a ten (10) minute break during the first half and a ten (10) minute break during the second half of each shift, at a time to be designated by his foreman.

**12.09 (a)** If during the summer months the combination of high outdoor temperatures and high humidity results in unreasonable working conditions on the Casting Platform, such conditions will be brought to the attention of Management and the steward available in the department. If there is no such steward, it shall be brought to the attention of the nearest available member of the Joint Occupational Health and Safety Committee. Management and the steward will investigate the working conditions and will confer with a view to determine if the condition can be improved by:

- 1 -providing additional relief, such as, additional fifteen (15) minute break in each one-half (1/2) shift for Tundish and Casting Platform classifications: or

- 2 -shutting down machinery or equipment; or
- 3 -any combination of the foregoing; or
- 4 -permitting the employees to go home.

The term "Casting Platform classifications" as used herein shall mean Skimmer, Troughman, Caster, Normalizing Furnace (Charge End), Normalizing Furnace (Discharge End), Inspector and Cut-Off, # 3 Machine Operator, Electric Furnace Operator and Tundish Operator. If the Casting Inspector or the Cupola Operator asks for breaks, they are to be considered.

The term "summer months" as used herein shall be deemed to mean the period from May 15th to September 15th.

It is understood and agreed that the purpose of this procedure is not only to attempt to provide extra relief for employees in the event of extreme heat and humidity, but also to attempt to provide a means for the Company to obtain needed production.

It is also understood and agreed that should the temperature outside the CHML radio station and as reported by the station reach 32 degrees Celsius then the aforementioned employees shall take a simple majority vote which shall be the deciding factor whether to suspend or not to suspend the casting operations. The vote will be conducted by the shift Foreman, Casting Department and the steward for Area # 3.

If the decision is made to suspend casting operations, the Employer reserves the right, if it so chooses, to utilize the aforementioned employees for secondary tasks, first, on a voluntary basis, and then on a required basis, should the Employer determine that such secondary tasks must be performed.

Furthermore, it shall be at the Employer's sole discretion whether any other part or all of the rest of its operations shall be suspended for the balance of the day and the Employer shall not be liable for any payments beyond those for actual hours worked.

**12.10** When Sunday is part of an employee's regular scheduled work week, the employee shall be paid a premium of one dollar (\$1.00) per hour for each hour worked.

**12.11** There shall be a five (5) minute paid wash-up period before the unpaid lunch break.

#### **ARTICLE 13 - SHIFT PREMIUMS**

**13.01** A shift premium of thirty (30)cents per hour will be paid for hours worked during any shift which commences on or after 11:00 a.m.. subject to the following. A shift premium of forty (40)cents will be paid for work performed on a shift which commences at any time between 7:00 p.m. and 4:00 a.m.

#### **ARTICLE 14 - PAID HOLIDAYS**

**14.01** A seniority employee will be paid for each of the holidays listed hereinafter a sum equivalent to his regular straight time hourly rate of pay exclusive of premiums for the number of straight time hours in the normal work day, provided he complies with the qualifications hereinafter set forth.

The designated holidays are:

- New Year's Day
- Good Friday
- Easter Monday
- Victoria Day
- Dominion Day
- Civic Holiday
- Labour Day
- Thanksgiving Day
- Christmas Day
- Boxing Day

One day between Christmas and New Year's Day to be designated by the Company.

**14.02** In order to qualify for payment for any of the holidays designated in this Clause 14.01, the employee must work

the full scheduled shift on the day immediately prior to and the full scheduled shift on the day immediately following the holiday. In the event an employee is prevented from working his scheduled shift immediately preceding and/or following such holiday by reason of an alleged illness, the employee may receive payment for the holiday(s) at the sole discretion of the Employer. The Employer reserves the right to request that the employee brings in a certificate from a qualified medical doctor. Furthermore, the employee must work any time in the fifteen (15) day period beginning seven (7) days before the holiday and ending seven (7) days after the holiday.

It is understood and agreed that no employees shall receive holiday pay by this means for more than the one illness. The exceptions to the aforementioned being the holidays that fall during the Christmas and New Year's and Good Friday and Easter Monday periods.

**14.02 (a)** If a paid holiday falls on a Saturday and/or Sunday, it will be observed on the following Monday and/or Tuesday.

**14.02 (b)** The Company will excuse lateness of up to one (1) hour on one (1) day only of such qualifying days if the employee furnishes a reason for such lateness which is acceptable to the Company.

**14.03** When an employee's vacation period prevents him from complying with the provisions of Clause 14.02 hereof, he will qualify for the holiday pay by working his full scheduled shift on the day immediately prior to and immediately following the vacation period.

**14.04** An otherwise eligible employee who is scheduled to work on one of the designated holidays but does not report for work as scheduled shall forfeit his holiday pay for that particular holiday.

**14.05** An employee shall be paid at the rate of two (2) times his regular straight time rate of pay exclusive of premiums for each hour worked on a designated holiday, in addition to the holiday to which he is entitled.

**14.06** Where, during the period May - September, an employee is required to work the statutory holiday, not part of his regularly scheduled work week, he will be given the option of lieu day off without pay at a time to be arranged with the Company.

## **ARTICLE 15 - VACATION WITH PAY**

**15.01** Seniority employees shall be entitled to an annual vacation in accordance with the following schedule on the basis of seniority as at June 30th in each year:

- (a) one (1) year's seniority, but less than five (5) years' seniority as at June 30th - two (2) weeks;
- (b) five (5) years' seniority, but less than ten (10) years' seniority as at June 30th - three (3) weeks;
- (c) ten years' seniority but less than twenty (20) years' seniority as at June 30th - four (4) weeks;
- (d) twenty (20) years' seniority but less than twenty-five (25) years' seniority as at June 30th - five (5) weeks;
- (e) twenty-five (25) years' seniority or more as at June 30th - six (6) weeks.

**15.02** Pay for the vacation to which the employee is entitled hereinunder will be two percent (2%) of wages earned in the vacation year for each week of vacation entitlement.

"Vacation Year" shall mean the year from July 1st of one year to June 30th of the following year.

If an employee requests that a portion of his vacation be scheduled between December 15th and June 30th of a given year, and if such request is granted, he will receive vacation pay for the period he is on vacation, if he so requests, in direct proportion to his requested vacation as computed against the accrued vacation credit to a date no later than two (2) pay periods prior to the start of his vacation. A request for vacation to be taken in a given vacation year shall be made at least four (4) months prior to the start date of the requested vacation. Seniority employees with four (4) weeks or more vacation entitlement will be allowed to take three (3) weeks consecutively within the vacation year providing:



- (a) No more than 10% of employees per department;
- (b) The Company reserves the right to refuse should customer demands be a problem;
- (c) Must be applied for three months in advance.

Requests for vacation pay will be considered only in multiples of one (1) week to the employee's maximum entitlement. The employee will be paid his vacation pay on a separate cheque along with his regular pay in the week immediately preceding the start of his vacation. Any vacation pay for a given vacation year that is still outstanding on July 1st will be cashed out during the month of July.

A request for vacations will follow the same procedure as outlined in Clause 11.01.

## **ARTICLE 16 - SAFETY AND HEALTH**

### **16.01 JOINT OCCUPATIONAL HEALTH AND SAFETY COMMITTEE**

The Joint Occupational Health and Safety Committee will meet once a month.

The Company agrees to recognize and promote a Joint Occupational Health and Safety Committee comprised of eight (8) employees, four (4) seniority employees as selected by the Union and four (4) representatives as selected by Management. The prime objective of the Joint Occupational Health and Safety Committee is the reduction of medical aid and lost time accidents.

The Joint Occupational Health and Safety Committee shall be responsible for:

- 1 - monitoring and reviewing all lost time accidents;
- 2 - formulating effective programmes for the reduction of lost time accidents;
- 3 - identifying hazardous jobs with reference to determining what chemical, noise level, dust and ventilation tests it wishes to be carried out and then making

recommendations on how to improve the situations. The results of such tests will be made available to the Committee;

- 4 -effectively promoting safety and health (within and outside the work environment). This would include making recommendations as to what employees should be slated for first aid training;
- 5 -supporting the Company in obtaining compliance with safety rules and regulations;
- 6 -reviewing the list of safety equipment as noted in **16.02** and recommending changes as the situation calls for.

A Union representative to the Joint Occupational Health and Safety Committee shall have representation on any sub-committee formed on an ad hoc basis to investigate lost time accidents, when and if they occur.

**16.01** (a) The Company shall give ~~two~~ (2) days minimum advance notice to the Joint Occupational Health and Safety Committee prior to any such meeting.

**16.02** The Company agrees to continue its present practice of providing the following safety equipment:

- safety glasses;
- helmets;
- gloves;
- sleeves;
- gaiters;
- protective jackets;
- desi-damp type ear plugs;
- rubber boots;
- waterproofs;
- ear muff hearing protectors;
- 3M 8710 type** respirators.

The Company will furnish rain coats or parkas, as is required, to an inside employee who is required to work outside on occasion. Such garments shall be obtained from and returned to the Tool Room. The employee shall sign for same and shall be responsible for failure to return the garment or for abuse to the garment.

## **PRESCRIPTION SAFETY GLASSES**

The Company will pay the full cost for a pair of standard prescription glasses for seniority employees, to a maximum of fifty dollars (\$50.00) not more often than once per year.

## **SAFETY BOOTS**

The Company shall pay forty dollars (\$40.00) towards the cost of each two (2) pairs of safety boots per year, to an annual maximum contribution of eighty dollars (\$80.00) in total. The Company will also contribute an additional forty dollars (\$40.00) per year towards the cost of a third pair of safety boots for persons regularly employed on the casting floor.

The foregoing shall be applicable to seniority employees.

**16.03** If an employee meets with an accident after starting work, incapacitating him from carrying out his duties, and is sent home by the attending physician, he shall be paid for the unworked portion of his shift at his straight time rate of pay exclusive of premiums, provided he is not receiving compensation pay for that day, and the Company shall supply his transportation to a hospital or doctor and thence to his residence, if required.

**16.04** The Company will put a first aid box which complies with the Worker's Compensation Act regulations in the following areas:

- 1 -the plant office
- 2 -the laboratory
- 3 -shipping
- 4 -the PED
- 5 -Maintenance Department

## **ARTICLE 17 - UNION BULLETIN BOARDS**

**17.01** The Company agrees to allow the Union to post in its plant, Union notices announcing Union meetings or social events, subject to the following conditions:

- (a) such notices shall first require the approval of the Personnel Supervisor;
- (b) no change shall be made in any such notice, either by the Employer or by the Union, after it has received the approval of the Personnel Supervisor.

The foregoing notices shall be posted on bulletin boards located as follows:

- One (1) at the punch clock;
- One (1) at the Burlington Street Plant;
- One (1) in the lunch room;
- One (1) in the Cement Room and Yard Area.

**17.02** The Union will not distribute or post or cause or permit to be distributed or posted on the property of the Company, for or on its behalf, any pamphlets, advertising or political matter, cards, notices or other kinds of literature except with the written permission of the Personnel Supervisor.

## **ARTICLE 18 - COPIES OF AGREEMENT**

**18.01** The Company shall have the Collective Agreement printed as soon as can reasonably be arranged. The Company will pay one hundred percent (100%) of the cost of printing this Collective Agreement and will provide the Union with a reasonable number of copies. Seniority members will be supplied with a copy.

## **ARTICLE 19 - WELFARE**

**19.01** The Company agrees to pay, on behalf of each seniority employee, one hundred percent (100%) of the present premium cost of the Group Insurance Plan providing the following coverage:

Effective May 7, 1987

- (a) Term Life Insurance (to age 65) - \$26,000
- (b) Accidental Death Et Dismemberment (to age 65)  
- \$26,000

(c) **WEEKLY INDEMNITY**

Sixty-six and two-thirds (66-2/3%) of the employee's basic weekly pay to the Unemployment Insurance Commission maximums plus \$40.00. Such payment shall be with respect to sickness or accident not covered by Worker's Compensation and shall be payable from the first day of accident, or first day of admittance into hospital, sixth day of sickness, for a total of twenty-six (26) weeks.

(d) **MAJOR MEDICAL PLAN, INCLUDING DRUGS**

\$10/\$20 deductible, \$10,000 maximum per employee with \$1,000 annual reinstatement.

(e) **BASIC DENTAL PLAN**

The Company agrees to pay, on behalf of each seniority employee, one hundred percent (100%) of the present premium cost of the Basic Dental Plan providing the following coverage. \$10/\$20 deduction is applicable.

Effective May 7th. 1988, the 1986 O.D.A. Schedule will apply.

Effective May 7th. 1989, the 1987 O.D.A. Schedule will apply.

Effective May 7th. 1990, the 1988 O.D.A. Schedule will apply.

The term "present premium cost" shall be deemed to mean the premium cost in effect as of May 7th. 1981.

(f) **L.T.D. (Long Term Disability)**

Sixty-six and two-thirds percent (66-2/3%) of the employee's basic weekly pay to a maximum of \$800 per month starting after W.I. (Weekly Indemnity) finishes.

**19.02** The Company agrees to pay, on behalf of each seniority employee, one hundred percent (100%) of the premium cost of the Ontario Health Insurance Plan (O.H.I.P.). Therefore, if premiums are increased, the Company will pay the increased premium cost. If premiums are reduced or eliminated, the savings shall be the sole property of the Company.

**19.03** In recognition of the fact that the Company is herein providing benefits greater than those required by the

Unemployment Insurance Act for qualifications for premium reduction, the parties hereto agree that the Company shall be entitled to retain one hundred percent (100%) of the premium reduction available from the Unemployment Insurance Commission.

In the event of an employee covered by the benefits set forth in this Article 19 being laid off, such employee shall continue to be fully covered by such benefits, (including dependant's benefits), with the exception of weekly indemnity and accident benefits for a period of three (3) months after the date of such lay-off. Should such employee be recalled to work ,more than three (3) months, but not more than one (1) year from the date of such lay-off, such employee shall be fully covered by the benefits set forth herein, (including dependent's benefits), on the day such employee returns to work.

In the event of Leave of Absence, benefit coverage will be as follows:

Life Insurance	Continued for 6 months
A.D. & D.	Continued for 6 months
Major Medical	Continued for 3 months
OHIP	Continued for 3 months
Weekly Indemnity	No Coverage
Dental	No Coverage

**19.04** Notwithstanding anything to the contrary contained in this Agreement or in the Group Insurance Plan, such benefits and plans are necessarily qualified in their entirety by reference to the underlying policies or contracts of insurance. The terms of any contract issued in respect hereof by an insurance agency or governmental agency shall be controlling in all matters pertaining to qualifications of employees for benefits thereunder and in all matters pertaining to the existence and extent of benefits and conditions.

The decision of the insurer or governmental agency involved will be final and binding upon the parties hereto, upon any employee affected thereby and upon the Board of Arbitration.

The Company agrees to supply the Union with the complete texts of the following hourly employees' benefit plans, when available: Term Life; Accidental Death and Dismemberment; Weekly Indemnity; Major Medical (including drugs); Dental Plan; and Pension Plan.

## **ARTICLE 20- PENSION PLAN**

**20.01** The Company agrees to continue with the present Pension Plan during the life of this Agreement and further agrees to amend such Pension Plan as follows:

Effective May 7th. 1988, you are eligible for early retirement with no reduction in pension if you have thirty (30) years of service and age plus service equals eighty-eight (88).

Effective May 7th. 1985, the qualifying age for Supplementary Pension, as per the Hourly Employees' Pension Plan, will be reduced to sixty-two (62) years.

Effective May 7th. 1988, the monthly benefit for past and future service accrues shall be increased to fifteen dollars (\$15.00) per month. As per letter of understanding.

Effective May 7th. 1988, the monthly benefit (under the supplementary pension) for service shall be increased to thirteen dollars (\$13.00) per month (maximum thirty (30) years service),

**20.02** Future Company approved time off for employees on Union business will be credited under the Pension Plan as if they worked.

## **ARTICLE 21 - SERVICE BONUS**

**21.01** Employees will receive a lump sum payment by mid January in each calendar year computed as follows:

- After completing one (1) year's service, one-half (1/2) cent per hour;
- After completing two (2) year's service. one (1) cent per hour;
- After completing three (3) year's service. one and one-half (1-1/2) cents per hour;

After completing four (4) year's service, two (2) cents per hour;

After completing five (5) year's service, two and one-half (2-1/2) cents per hour;

After completing six (6) year's service, three (3) cents per hour;

After completing seven (7) year's service, three and one-half (3-1/2) cents per hour;

After completing eight (8) year's service, four (4) cents per hour;

After completing nine (9) year's service, four and one-half (4-1/2) cents per hour;

After completing ten (10) year's service, five (5) cents per hour;

After completing eleven (11) year's service, five and one-half (5-1/2) cents per hour;

After completing twelve (12) year's service, six (6) cents per hour:

After completing thirteen (13) year's service, six and one-half (6-1/2) cents per hour;

After completing fourteen (14) year's service. seven (7) cents per hour;

After completing fifteen (15) year's service, seven and one-half (7-1/2) cents per hour maximum.

The amount will be computed on the anniversary of the employee's seniority date and will be taken as the period from January 1st to December 31st of the following year. Employees employed by the Company at the time of payment are the only people who will receive such bonus. There will be no payment to an employee whose service has been discontinued or terminated for any reason except retirement prior to the payment date. The amount of payment will not be included in the calculation for vacation pay.



## **ARTICLE 22 - JURY SERVICE**

**22.01** Each employee who is summoned to and reports for jury duty, as prescribed by applicable law (subject to the eligibility requirements set out below), shall be paid by the Company the difference between the employee's regular base rate exclusive of premiums for the number of hours up to eight (8) that he otherwise would have been scheduled to work and the daily jury duty fee paid by the Court (not including travelling allowance or reimbursement of expenses), and in order to receive payment under Article 12, an employee must meet all of the following requirements:

- (a) the employee shall have given twenty-four (24) hours notice to the Company that he has been summoned for jury duty.
- (b) the employee shall furnish satisfactory evidence to the Personnel Supervisor that he reported for and performed jury duty on the days for which he claims payment:
- (c) the employee would otherwise have been scheduled to work for the Company on the day or days for which he claims payment;
- (d) the employee shall have attained seniority.

## **ARTICLE 23 - TOOL ALLOWANCE**

**23.01** The Company will replace employee's tools which are worn or broken on the job with a tool of comparable quality. The Company shall not replace lost, stolen or misplaced tools. Standard tools shall be replaced within **two** (2) weeks provided they are available at the Company's suppliers. More complex tools will be replaced within one (1) month.

## **ARTICLE 24 - WAGES**

**24.01** Attached hereto as Schedule "A", "B", and "C" are the wage schedules which will be in effect during the life of this Agreement.

## **24.02 COST OF LIVING ALLOWANCE**

- (a) A cost of living allowance will be determined in the manner and to the extent hereinafter set forth.
- (b) There shall be a cost of living allowance formula established based on one (1) cent per hour increase or decrease for each full 0.3 increase or decrease in the Consumer Price Index (1971 = 100 base).
- (c) The cost of living allowance provided herein shall be incorporated into the wage rates only as outlined in the following clauses.
- (d) In the third year of the Agreement, the cost of living payments will be made quarterly, starting with the variance between the C.P.I. figures for April 1990 - Jan. 1990. Thereafter, the cost of living allowance will be adjusted based on the variance between July 1990 - April 1990, October 1990 - July 1990, and January 1991 - October 1990 C.P.I. figures. As adjusted, the cost of living allowance will be folded into the wage rate.
- (f) The continuation of this cost of living allowance shall be dependent on the publication of the C.O.L.A. in its present form. Should Statistics Canada discontinue or revise the C.O.L.A., the parties shall promptly meet and decide how the provisions agreed to in this section shall be administered for the term of the existing Agreement.
- (g) Upon the expiry of this Collective Agreement, the above C.O.L.A. formulas shall become null and void.

## **ARTICLE 25 - GENERAL**

**25.01** All shift schedules will be posted in each department weekly for the succeeding week no later than Thursday.

**25.02** The Company will show the employees' hourly rates of pay on each pay cheque. The Company shall not be bound by errors or omissions.



**25.03** The Company agrees to post notice of Christmas shutdown ten (10) days **prior to** the commencement of such shutdown. When the Company posts notice of Christmas shutdown, such notice will specify the day of observance of all holidays and will also specify the qualifying days. The Company will post notice of the annual shutdown by May 15th.

## **ARTICLE 26 - DURATION**

**26.01** This Agreement shall become effective on May 7th, 1988 and shall remain in effect until the 6th day of May, 1991 and shall continue to operate for successive terms of one (1) year unless either party gives to the other party written notice of termination or its desire to bargain with a view to the renewal of the Agreement or the making of a new Agreement.

Such written notice may be given within the period of three (3) months before this Agreement ceases to operate or during a similar three (3) month period at the end of each year that this Agreement continues to operate.

The classification **adustments** as agreed to shall become effective on May 7th. 1988.

DULY EXECUTED by the parties hereto at the City of Hamilton as of the day and year first above written.

**CANRON INC.**

Carol McAnuly  
~~Carol McAnuly~~

~~James Bennett~~  
J. T. Bennett

**UNITED STEELWORKERS OF AMERICA**

W. L. Bell  
B. W. Bell  
Cholly Ford

~~W. L. Bell~~  
W. L. Bell

## SCHEDULE "A"

(Wage Rates - Effective May 7/88)

CLASSIFICATIONS	HOURLY RATES
<b>GRADE 1</b>	
Labourer Sweeper	11.79
Locker Room Attendant	11.79
<b>GRADE 2</b>	
General Helper	11.92
<b>GRADE 3</b>	
Cut-Off (Ductile)	12.05
Material Handler & Checker	12.05
Stacker & Helper	12.05
Socket Cleanout	12.05
Spigot End Cement Man	12.05
Cap Man	12.05
<b>GRADE 4</b>	
Stenciller Stacker	12.18
Internal Grind	12.18
Small Lift Truck Operator	12.18
<b>GRADE 5</b>	
Hyprotec Processor	12.31
Cement Lining Fittings	12.31
Hydraulic Test - Proving Pump	12.31
<b>GRADE 6</b>	
Cupola Charger	12.44
Socket Grinder	12.44
Spigot Grinder	12.44
Inspector Final	12.44
Ladle Repair	12.36
Shell Core Operator	12.44
Ductile Physical Test	12.44
Paint Booth Operator	12.44
<b>GRADE 7</b>	
Normalizing Furnace Helper	12.57
Truck Driver (Disposal Truck)	12.57

Inspector Normalizer			12.57
Large Lift Truck Operator			12.57
Tool Room Attendant	12.49		12.57
Accubar Caster Relief			12.57
Accubar Caster			12.57
Accubar Notcher			12.57
Cupola Operator III			12.57
Normalizing Furnace Operator			12.57
Mixing Ladle Caster			12.57
Skimmer			12.57
Troughman			12.57
Tundish Operator			12.57
Cupola Relief Operator			12.57
Inspector Casting			12.57
Coated Electrodes Material Handler & Checker			12.57
<b>GRADE 8</b>			
Outside Crane Operator	12.62		12.70
Casting Machine Operator II			12.70
Accubar Operator			12.70
<b>GRADE 9</b>			
Inside Crane Operator (Night Shift)			12.83
Cement Mix Operator			12.83
Cupola Operator II			12.83
Casting Machine Operator I			12.83
Hyprotec Operator			12.83
<b>GRADE 10</b>			
Inside Crane Operator			12.96
Accubar Inspector	12.84	12.90	12.96
Glass Line Operator			12.96
Weld & Peen	12.84	12.90	12.96
<b>GRADE 11</b>			
Millwright III	12.97	13.03	13.09
<b>GRADE 12</b>			
Electrician III	13.20	13.26	13.32
Maintenance Machinist	13.20	13.26	13.32
Coated Electrodes Operator	13.14	13.20	13.26
			13.32

<b>GRADE 13</b>			
Accubar Metal Controller			13.45
Cupola Operator			13.45
Lathe Operator, Flange &			
Radial Drill			13.45
<b>GRADE 14</b>			
	13.46	13.52	13.58
<b>GRADE 15</b>			
.....	13.59	13.65	13.71
<b>GRADE 16</b>			
Millwright II	13.72	13.78	13.84
Mould Borer			13.84
<b>GRADE 17</b>			
Electrician II	13.85	13.91	13.97
<b>GRADE 18</b>			
Millwright I	13.98	14.04	14.10
<b>GRADE 19</b>			
Electrician I	14.11	14.17	14.23
<b>GRADE 20</b>			
Master Millwright	14.24	14.30	14.36
<b>GRADE 21</b>			
Master Electrician	14.36	14.42	14.49

**SCHEDULE "B"****(Wage Rates - Effective May 7/89)**

<b>CLASSIFICATIONS</b>	<b>HOURLY RATES</b>
<b>GRADE 1</b>	
Labourer Sweeper	12.19
Locker Room Attendant	12.19
<b>GRADE 2</b>	
General Helper	12.32
<b>GRADE 3</b>	
Cut-Off (Ductile)	12.45
Material Handler & Checker	12.45
Stacker & Helper	12.45
Socket Cleanout	12.45
Spigot End Cement Man	12.45
Cap Man	12.45
<b>GRADE 4</b>	
Stenciller Stacker	12.58
Internal Grind	12.58
Small Lift Truck Operator	12.58
<b>GRADE 5</b>	
Hyprotec Processor	12.71
Cement Lining Fittings	12.71
Hydraulic Test - Proving Pump	12.71
<b>GRADE 6</b>	
Cupola Charger	12.84
Socket Grinder	12.84
Spigot Grinder	12.84
Inspector Final	12.84
Ladle Repair	12.76 12.84
Shell Core Operator	12.84
Ductile Physical Test	12.84
Paint Booth Operator	12.84
<b>GRADE 7</b>	
Normalizing Furnace Helper	12.97
Truck Driver (Disposal Truck)	12.97



Inspector Normalizer			12.97
Large Lift Truck Operator			12.97
Tool Room Attendant	12.89		12.97
Accubar Caster Relief			12.97
Accubar Caster			12.97
Accubar Notcher			12.97
Cupola Operator III			12.97
Normalizing Furnace Operator			12.97
Mixing Ladle Caster			12.97
Skimmer			12.97
Troughman			12.97
Tundish Operator			12.97
Cupola Relief Operator			12.97
Inspector Casting			12.97
Coated Electrodes Material Handler & Checker			12.97
<b>GRADE 8</b>			
Outside Crane Operator	13.02		13.10
Casting Machine Operator II			13.10
Accubar Operator			13.10
<b>GRADE 9</b>			
Inside Crane Operator (Night Shift)			13.23
Cement Mix Operator			13.23
Cupola Operator II			13.23
Casting Machine Operator I			13.23
Hyprotec Operator			13.23
<b>GRADE 10</b>			
Inside Crane Operator			13.36
Accubar Inspector			13.36
Glass Line Operator			13.36
Weld & Peen	13.24	13.30	13.36
<b>GRADE 11</b>			
Millwright III	13.37	13.41	13.49
<b>GRADE 12</b>			
Electrician III	13.60	13.66	13.72
Maintenance Machinist	13.60	13.66	13.72
Coated Electrodes Operator	13.54	13.60	13.66
			13.72

<b>GRADE 13</b>			
Accubar Metal Controller			13.85
Cupola Operator			13.85
Lathe Operator. Flange & Radial Drill			13.85
<b>GRADE 14</b>			
	13.86	13.92	13.98
<b>GRADE 15</b>			
-----	13.99	14.05	14.11
<b>GRADE 16</b>			
Millwright II	14.12	14.18	14.24
Mould Borer	14.12	14.18	14.24
<b>GRADE 17</b>			
Electrician II	14.25	14.31	14.37
<b>GRADE 18</b>			
Millwright I	14.38	14.44	14.50
<b>GRADE 19</b>			
Electrician I	14.51	14.57	14.63
<b>GRADE 20</b>			
Master Millwright	14.64	14.70	14.76
<b>GRADE 21</b>			
Master Electrician	14.77	14.83	14.89

## SCHEDULE "C"

(Wage Rates - Effective May 7/90)

<b>CLASSIFICATIONS</b>	<b>HOURLY RATES</b>
<b>GRADE 1</b>	
Labourer Sweeper	12.64
Locker Room Attendant	12.64
<b>GRADE 2</b>	
General Helper	12.77
<b>GRADE 3</b>	
Cut-Off (Ductile)	12.90
Material Handler & Checker	12.90
Stacker & Helper	12.90
Socket Cleanout	12.90
Spigot End Cement Man	12.90
Cap Man	12.90
<b>GRADE 4</b>	
Stenciller Stacker	13.03
Internal Grind	13.03
Small Lift Truck Operator	13.03
<b>GRADE 5</b>	
Hyrotec Processor	13.16
Cement Lining Fittings	13.16
Hydraulic Test - Proving Pump	13.16
<b>GRADE 6</b>	
Cupola Charger	13.29
Socket Grinder	13.29
Spigot Grinder	13.29
Inspector Final	13.29
Ladle Repair	13.21 13.29
Shell Core Operator	13.29
Ductile Physical Test	13.29
Paint Booth Operator	13.29
<b>GRADE 7</b>	
Normalizing Furnace Helper	13.42
Truck Driver (Disposal Truck)	13.42

Inspector Normalizer			13.42
Large Lift Truck Operator			13.42
Tool Room Attendant	13.34		13.42
Accubar Caster Relief			13.42
Accubar Caster			13.42
Accubar Notcher			13.42
Cupola Operator III			13.42
Normalizing Furnace Operator			13.42
Mixing Ladle Caster			13.42
Skimmer			13.42
Troughman			13.42
Tundish Operator			13.42
Cupola Relief Operator			13.42
Inspector Casting			13.42
Coated Electrodes Material Handler & Checker			13.42
<b>GRADE 8</b>			
Outside Crane Operator	13.47		13.55
Casting Machine Operator II			13.55
Accubar Operator			13.55
<b>GRADE 9</b>			
Inside Crane Operator (Night Shift)			13.68
Cement Mix Operator			13.68
Cupola Operator II			13.68
Casting Machine Operator I			13.68
Hyprotec Operator			13.68
<b>GRADE 10</b>			
Inside Crane Operator			13.81
Accubar Inspector			13.81
Glass Line Operator			13.81
Weld & Peen	13.69	13.75	13.81
<b>GRADE 11</b>			
Millwright III	13.82	13.88	13.94
<b>GRADE 12</b>			
Electrician III	14.05	14.11	14.17
Maintenance Machinist	14.05	14.11	14.17
Coated Electrodes Operator	13.99	14.05	14.11
		14.17	

<b>GRADE 13</b>			
Accubar Metal Controller			14.30
Cupola Operator			14.30
Lathe Operator, Flange & Radial Drill			14.30
<b>GRADE 14</b>			
-----	14.31	14.37	14.43
-			
<b>GRADE 15</b>			
	14.44	14.50	14.56
<b>GRADE 16</b>			
Millwright II	14.57	14.63	14.69
Mould Borer	14.57	14.63	14.69
<b>GRADE 17</b>			
Electrician II	14.70	14.76	14.82
<b>GRADE 18</b>			
Millwright I	14.83	14.89	14.95
<b>GRADE 19</b>			
Electrician I	14.96	15.02	15.08
<b>GRADE 20</b>			
Master Millwright	15.09	15.15	15.21
<b>GRADE 21</b>			
Master Electrician	15.22	15.28	15.34

## **GENERAL**

Relief Man (Casting Department) - preference will be given to the senior qualified employee in the department on the shift.

Progression (Single Rate Jobs) - the Company shall pay the designated rate of the job after the employee has been performing the job for one (1) week.

Progression (Multi Rate Jobs) - the Company agrees to a step-by-step automatic progression within the classification within the same labour rate everythree (3) months until the employee reaches the maximum of the rate for the classification within the labour grade.

## **LETTER TO BE ATTACHED TO AGREEMENT**

The Company will not use the forty-five (45) days referred to in Clause 8.03 (c) (iii) for the purpose of training a junior employee so that he thereby acquires greater qualifications than a senior employee who bids on the vacancy of and when it becomes a permanent vacancy and it is posted.

## **LETTER OF UNDERSTANDING #1**

The Company appreciates the Union's concern about bargaining unit employees being displaced from jobs by foremen and persons above the rank of foreman performing bargaining unit work other than specified in Clause 2.02 of the Collective Agreement. Since the Company feels that the primary function of a foreman or a person above the rank of foreman is to **supervise** and manage, it will instruct its foremen to pay particular attention to not only the language, but also the intent of Clause 2.02.

## **LETTER OF UNDERSTANDING #2**

It is understood and agreed that the Company will endeavour as much as possible to offer appropriate work to its employees rather than contract it out providing that the employees are qualified to perform the work, the Company has the appropriate equipment, the internal bid is cost competitive, and time constraints allow such consideration.

### **LETTER OF UNDERSTANDING #3**

The Company is in agreement with the Union on the concept of retraining. Whenever feasible within operational constraints, the Company will give its longer service employees a reasonable chance to learn another job rather than be placed on lay-off.

### **LETTER OF UNDERSTANDING #4**

It is understood and agreed that the Company will undertake a more active role in promoting and supporting First Aid training for an appropriate number of foremen and hourly employees. It will also promote and support the same training for the members of the Occupational Health and Safety Committee. The Company will complete such training by yearend of 1985 and then update the training as the need is identified.

### **LETTER OF UNDERSTANDING #5**

Canron Pipe supports the concept of gain sharing with employees.

Once a stable situation returns to the pipe shop, a gain sharing plan will be introduced to reflect the expected production. This plan will be reviewed with the Union Executive at that time.

Coated Electrodes will continue with their Improshare Plan.

### **LETTER OF UNDERSTANDING #8**

The Company will work with the Insurance Company to reduce the turnaround time on reimbursement of medical claims.

### **LETTER OF UNDERSTANDING #7**

It is agreed that if and when the Coated Electrodes Division's operational mode is to go onto a "continental shift", the Company will advise the Union of the pending change. At such time, the two parties will get together to discuss an appropriate level of compensation for such a mode of operation.

## **LETTER OF UNDERSTANDING #8**

During the negotiations leading up to the settlement of the collective agreement between **Canron Inc.** and the **United Steelworkers of America Local 8233** for the **Hamilton Pipe Plant** there was discussion regarding the administration and negotiation of the past service pension benefits on employee service accumulated at **Stanton Pipes Ltd.** This letter will clarify **Canron Inc.**'s position on this matter as follows:

The Company agrees to administer the past service pension benefit guaranteed by **Stanton Pipes Ltd.** under the collective agreement with the **United Steelworkers of America Local 8233.**

To implement this, all active union members must agree to the transfer of their commuted benefit from **Stanton** to the **Canron Inc.** pension fund. Such transfer must be approved by the Pension Commission of Ontario.

This understanding will enable the Company to negotiate past service pension benefits for all employees covered under the collective agreement.



## WORKER HAS REASON TO BELIEVE WORK IS LIKELY TO ENDANGER HIMSELF OR ANOTHER WORKER

WORKER	SUPERVISOR	AGREEMENT
Promptly reports circumstances to supervisor, remains in safe place.	Investigates forthwith in presence of the worker and a Union H. & S. Committee Rep. or worker selected by trade union or workers.	RETURNS TO WORK
	DISAGREEMENT	(Worker has reasonable grounds to believe work is still likely to endanger him or another worker)
	Worker continues to refuse	
WORKER	EMPLOYER OR WORKER	
Remains in safe place unless **assigned to reasonable alternative work or given other directions pending investigation and decision.	Notifies Inspector	Disputed machine or workplace not to be used pending investigation and decision unless other worker informed of refusal to work and reasons therefore)
	INSPECTOR	
	Investigates in presence of Worker, Employer and Worker Rep.**	
	GIVES decision in writing to Worker. Employer and Worker Rep.'	RETURNS TO WORK Worker Rep. as soon as is practicable.

\* One of whom must be made available. The representative is entitled to pay for time spent there.

\*\* Subject to terms of the Collective Agreement,

**INSPECTORS OFFICE:  
119 King Street West  
HAMILTON, Ontario  
L8N 3Z9  
(416) 521-7744**

## GRIEVANCE PROCEDURE

<p><b>INCIDENT</b></p> <p style="padding-left: 40px;">3 days</p>	<p>STEP 3 - Written reply from the Plant Manager.</p>	
<p><b>COMPLAINT</b></p> <p style="padding-left: 40px;">2 days</p>	<p style="padding-left: 40px;">5 days</p>	<p style="padding-left: 40px;">6 days</p>
<p><b>FOREMAN'S REPLY</b></p> <p>-----</p> <p>If not satisfactory</p> <p style="padding-left: 40px;">STEP 1</p> <p>Written presentation to Supervisor</p> <p style="padding-left: 40px;">3 days</p>	<p>STEP 4 - Written notice to arbitrate</p> <p>(Written application for arbitration under Section 45)</p> <p style="padding-left: 40px;">21 days</p> <p>Arbitration</p>	<p>STEP 5 - Written notice to arbitrate</p> <p>-----</p> <p>Name of Nominee</p> <p style="padding-left: 40px;">10 days</p> <p>Written reply to notice</p> <p>Name of Nominee</p> <p style="padding-left: 40px;">10 days</p> <p>nominees select Chairperson</p> <p style="padding-left: 40px;">10 days</p> <p>If nominees fail to agree on Chairperson, Ministry of Labour appoints a Chairperson.</p> <p style="padding-left: 40px;">date not set</p> <p>Arbitration date set by Board of Arbitration</p>
<p>STEP 2 - Written presentation to Manager, Personnel &amp; Industrial Relations</p> <p style="padding-left: 40px;">5 days</p> <p>STEP 2 - Meeting</p> <p style="padding-left: 40px;">3 days</p> <p>STEP 2 - Written reply from the Manager, Personnel &amp; Industrial Relations</p> <p style="padding-left: 40px;">3 days</p> <p>STEP 3 - Written presentation to the Plant Manager.</p> <p style="padding-left: 40px;">5 days</p> <p>STEP 3 - Meeting</p> <p style="padding-left: 40px;">5 days</p> <p>(Go to Step 3 at top of page)</p>		
	<p><b>NOTE</b></p> <p>The days shown represent the <b>maximum</b> time limits. Action can be taken at any stage of the procedure in less than the maximum times shown, but <b>must be taken before</b> the maximum time limit expires at any one stage of the procedure.</p>	