

# **COLLECTIVE AGREEMENT**

*BETWEEN*

**CANRON CONSTRUCTION CORP. EAST  
REXDALE, ONTARIO**

*AND*

**THE EMPLOYEES ASSOCIATION  
OF  
CANRON CONSTRUCTION CORP. EAST**

**JULY 13, 1999 TO MIDNIGHT JULY 12, 2004**

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THIS AGREEMENT  
ENTERED INTO AS OF JULY 13, 1999  
MADE BY AND BETWEEN:

**CANRON CONSTRUCTION CORP. EAST**  
100 DISCO ROAD, REXDALE, ONTARIO  
HEREINAFTER REFERRED TO AS THE "COMPANY"

AND

THE EMPLOYEES ASSOCIATION  
OF  
**CANRON CONSTRUCTION CORP. EAST**  
HEREIN AFTER REFERRED TO AS THE "UNION"

ARTICLE 1 - PURPOSE

**1.01** THE GENERAL PURPOSE OF THIS AGREEMENT IS TO ESTABLISH MUTUALLY SATISFACTORY RELATIONS BETWEEN THE COMPANY AND ITS EMPLOYEES REPRESENTED BY THE UNION IN COLLECTIVE BARGAINING AND TO PROVIDE A MEANS FOR THE PROMPT AND EQUITABLE DISPOSITION OF GRIEVANCES AND TO ESTABLISH AND MAINTAIN MUTUALLY SATISFACTORY WORKING CONDITIONS, HOURS OF WORK, AND WAGES FOR ALL EMPLOYEES COVERED BY THIS AGREEMENT.

ARTICLE 2- RECOGNITION.

**2.01** THE COMPANY RECOGNIZES THE UNION AS THE EXCLUSIVE BARGAINING AGENT FOR ALL EMPLOYEES OF CANRON CONSTRUCTION CORP. EAST, EASTERN STRUCTURAL DIVISION, ENGAGED IN THE FABRICATION OF IRON, STEEL AND METAL PRODUCTS, INCLUDING MAINTENANCE WORK, IN CONNECTION THEREWITH AT CANRON CONSTRUCTION CORP. EAST'S SHOP LOCATED AT 100 DISCO ROAD, REXDALE, SAVE AND EXCEPT OFFICE, CLERICAL AND SALES EMPLOYEES, WATCHMEN, GUARDS, FOREMAN AND PERSONS ABOVE THE RANK OF FOREMAN, N.D.E. INSPECTOR, STUDENTS EMPLOYED DURING THE SCHOOL VACATION PERIOD, EMPLOYEES ENGAGED IN ERECTION, INSTALLATION OR CONSTRUCTION WORK AND PERSONS COVERED UNDER COLLECTIVE AGREEMENTS BETWEEN THE ONTARIO ERECTORS ASSOCIATION AND THE INTERNATIONAL ASSOCIATION OF BRIDGE, STRUCTURAL AND ORNAMENTAL IRONWORKERS,

LOCAL UNIONS 700,721,736,759,765 AND 786; CANRON CONSTRUCTION CORP. EAST AND THE ONTARIO ERECTORS ASSOCIATION AND INTERNATIONAL UNION OF OPERATING ENGINEERS, HOISTING DIVISION. LOCAL 793, PRODUCTION WORK AND OTHER WORK IN CONNECTION THEREWITH, INCLUDING MAINTENANCE WORK, SHALL NOT BE PERFORMED BY SUPERVISORS, OR OTHER PERSONS WHO ARE EXCLUDED FROM THE BARGAINING UNIT AS SET FORTH AND DESCRIBED IN THIS ARTICLE 2, EXCEPT FOR THE PURPOSE OF INSTRUCTING EMPLOYEES, OR DEMONSTRATING PROPER METHODS AND PROCEDURE OF PERFORMING WORK OPERATIONS, OR IN CASES OF EMERGENCY.

**2.02** "MAINTENANCE" AS USED HEREIN IS INTENDED TO COVER THE ORDINARY UPKEEP AND REPAIR OF THE COMPANY'S MACHINERY, PLANT AND PROPERTY BUT IS NOT INTENDED TO INCLUDE MAJOR EXTENSIONS OR MAJOR REMODELING.

**2.03** IN THE EVENT THAT THE COMPANY OPENS A NEW FACILITY IN THE GREATER TORONTO AREA, FOLLOWING THE CLOSING OR RE-LOCATION OF THE 100 DISCO ROAD FACILITY, THE COMPANY WILL RECOGNIZE THE UNION AS THE EXCLUSIVE BARGAINING AGENT FOR ALL EMPLOYEES OF CANRON CONSTRUCTION CORP. EAST, AS DEFINED IN 2.01, FOR THIS NEW LOCATION.

IN ADDITION, EMPLOYEES SHALL HAVE THE CHOICE TO EXERCISE SENIORITY RIGHTS AND MOVE TO THE NEW OR RE-LOCATED SITE, WITH PRIORITY TO THOSE WITH MORE SENIORITY OR, ALTERNATIVELY, EMPLOYEES SHALL HAVE THE RIGHT TO ACCEPT TERMINATION DUE TO THE PLANT CLOSURE WITH ELIGIBILITY FOR SEVERANCE PAY

THE COMPANY AGREES TO PAY SEVERANCE PAY, UPON PLANT CLOSURE, OF ONE WEEK PER YEAR OF SERVICE FOR EMPLOYEES WITH MORE THAN FIVE YEARS OF SERVICE. UP TO A MAXIMUM OF TWENTY-SIX WEEKS.

#### **ARTICLE 3 – UNION SECURITY**

**3.01** THE COMPANY AGREES TO DEDUCT FROM EACH REGULAR EMPLOYEE'S PAY, UPON COMPLETION OF HIS PROBATIONARY PERIOD, ON THE FIRST PAY DAY IN EACH CALENDAR MONTH DURING THE TERM OF THIS AGREEMENT, THE REGULAR MONTHLY UNION DUES AND ASSESSMENTS, OR AN AMOUNT EQUIVALENT TO THEM, LEVIED BY THE UNION IN ACCORDANCE WITH ITS



CONSTITUTION AND BY-LAWS. THESE DEDUCTIONS SHALL BE MADE FROM EACH AND EVERY REGULAR EMPLOYEE WHO HAS COMPLETED HIS PROBATIONARY PERIOD IN THE BARGAINING UNIT AS A CONDITION OF EMPLOYMENT.

- 3.02 EACH REGULAR EMPLOYEE OF THE COMPANY SHALL, AS A CONDITION OF EMPLOYMENT, UPON THE COMPLETION OF HIS PROBATIONARY PERIOD, DEPOSIT WITH THE COMPANY AN AUTHORIZATION CARD VOLUNTARILY SIGNED BY SUCH EMPLOYEE AND DULY WITNESSED AUTHORIZING THE COMPANY TO DEDUCT AND PAY TO THE UNION THE UNION DUES AND ASSESSMENTS DESCRIBED ABOVE OR AN AMOUNT EQUIVALENT TO THEM.
- 3.03 THE DUES AND ASSESSMENTS SO DEDUCTED WILL BE TRANSMITTED TO THE EMPLOYEES ASSOCIATION OF CANRON CONSTRUCTION CORP. EAST ALONG WITH A LIST OF EMPLOYEES FROM WHOM SUCH DEDUCTIONS ARE MADE. THE TREASURER OF THE UNION SHALL NOTIFY THE COMPANY BY LETTER OF THE AMOUNT OF MONTHLY DUES AND SHALL KEEP THE COMPANY INFORMED OF ANY CHANGES DURING THE TERM OF THIS AGREEMENT.
- 3.04 THE UNION AGREES TO INDEMNIFY AND HOLD THE COMPANY COMPLETELY HARMLESS FROM AND AGAINST ALL CLAIMS AND DEMANDS, SHOULD ANY PERSON AT ANY TIME CONTEND OR COMPLAIN THAT THE COMPANY HAS ACTED WRONGFULLY OR ILLEGALLY IN MAKING DEDUCTIONS FROM THE PAY OF ANY EMPLOYEE PURSUANT TO THIS AGREEMENT.
- 3.05 THE COMPANY WILL SUPPLY EACH EMPLOYEE WITH A COPY OF THIS COLLECTIVE AGREEMENT PRINTED IN ENGLISH IN BOOKLET FORM. THIS BOOKLET WILL BE PRINTED AND ISSUED AS SOON AS POSSIBLE AFTER SIGNING THE CONTRACT, PREFERABLY WITHIN ONE MONTH.
- 3.06 ON THE FIRST DAY OF WORK, NEW EMPLOYEES SHALL BE INTRODUCED TO THEIR RESPECTIVE SHOP STEWARD AND SAFETY REPRESENTATIVE BY THE COMPANY.
- 3.07 THE COMPANY WILL PROVIDE SPACE FOR THE UNION TO SAFEGUARD THEIR FILES, RECORDS, ETC., AND USE OF A TELEPHONE FOR PRIVATE CALLS BY THE UNION EXECUTIVE. SUCH CALLS SHALL BE MADE OUTSIDE OF

NORMAL WORKING HOURS IF THIS IS NOT POSSIBLE. SUCH CALLS CAN BE MADE DURING WORKING HOURS BY FIRST OBTAINING PERMISSION FROM THE SUPERVISOR SAVE AND EXCEPT THE PRESIDENT IN AN EMERGENCY SITUATION.

THE COMPANY WILL PROVIDE TWO (2) PRIVATE PAY PHONE BOOTHS FOR EMPLOYEE PHONE CALLS SUCH CALLS SHOULD BE MADE BEFORE OR AFTER WORK OR DURING BREAKS. IF A CALL HAS TO BE MADE DURING WORKING HOURS, PERMISSION MUST BE OBTAINED FROM THE EMPLOYEES' SUPERVISOR.

- 3.08 THE UNION PRESIDENT, VICE PRESIDENT, SECRETARY AND TREASURER WILL BE RETAINED ON THE DAY-SHIFT

ARTICLE 4- UNION REPRESENTATION

- 4.01 THE COMPANY AGREES TO MEET WITH THE EXECUTIVE OF THE UNION ON THE THIRD MONDAY OF EVERY MONTH OR AT ANY TIME AS MAY BE MUTUALLY AGREED UPON. THE COMPANY COMMITTEE WILL CONSIST OF THE GENERAL MANAGER AND PLANT SUPERINTENDENT.

- 4.02 THE COMPANY RESERVES THE RIGHT TO RESTRICT THE NUMBER OF EMPLOYEES WHO MAY BE REQUIRED TO ATTEND MEETINGS AND THE PERIOD OF TIME FOR WHICH THEY ARE TO ATTEND FROM THEIR REGULAR OCCUPATIONS TO HANDLE COMPLAINTS OR GRIEVANCES OF EMPLOYEES OR ATTEND MEETINGS ARRANGED BY MANAGEMENT RESPECTING PROBLEMS RELATING TO THIS AGREEMENT. THE COMPANY AGREES THAT NO UNREASONABLE RESTRICTION SHALL BE PLACED UPON THE NUMBER OF EMPLOYEES REQUIRED TO ATTEND MEETINGS NOR THE PERIOD OF TIME FOR WHICH THEY ARE TO ATTEND EXCEPT IN CASES OF EMERGENCY, THE UNION SHALL GIVE THE COMPANY ONE (1) DAY NOTICE FOR ABSENCE FROM WORK FOR UNION BUSINESS.

- 4.03 THE UNION WILL ADVISE THE COMPANY OF THE NAMES OF THE EMPLOYEES WHO WILL REPRESENT THE UNION IN NEGOTIATIONS. THE COMPANY AGREES TO REIMBURSE UP TO FOUR (4) MEMBERS OF THE NEGOTIATING COMMITTEE, IN ADDITION TO THE UNION PRESIDENT, FOR TIME SPENT IN REGULARLY SCHEDULED NEGOTIATING MEETINGS WITH THE COMPANY UP

TO A MAXIMUM OF EIGHT (8) HOURS FOR ANY ONE DAY. MEETINGS AT CONCILIATION OR MEDIATION WILL NOT BE PAID FOR.

THE COMPANY AND THE UNION AGREE THAT THE FIVE (5) MEMBERS OF THE NEGOTIATING COMMITTEE WILL NOT BE SUBJECT TO LAYOFF DUE TO LACK OF WORK DURING NEGOTIATIONS INCLUDING CONCILIATION OR MEDIATION, SUBJECT TO THE EMPLOYEES ABILITY TO PERFORM AVAILABLE WORK.

- 4.04 THE COMPANY WILL RECOGNIZE THE UNION PRESIDENT AND THE EXECUTIVE COMMITTEE (3 MEMBERS) AND NOT MORE THAN EIGHT (8) SHOP STEWARDS PROVIDED THEY ARE EMPLOYEES OF THE COMPANY WHO HAVE ACQUIRED SENIORITY UNDER THIS COLLECTIVE AGREEMENT. SUCH STEWARDS SHOULD BE EQUALLY SPREAD BETWEEN DAY AND AFTERNOON SHIFTS WITH NOT LESS THAN THREE (3) STEWARDS ON ANY ONE SHIFT THE UNION SHALL NOTIFY THE COMPANY IN WRITING OF THE NAMES OF THE UNION PRESIDENT AND THE EXECUTIVE COMMITTEE (3 MEMBERS) AND THE SHOP STEWARDS FROM TIME TO TIME. THE COMPANY SHALL NOT BE REQUIRED TO RECOGNIZE ANY EMPLOYEE AS UNION PRESIDENT OR AS THE EXECUTIVE COMMITTEE (3 MEMBERS) OR AS SHOP STEWARD UNLESS HE HAS ACQUIRED SENIORITY AS MENTIONED IN THIS CLAUSE AND UNLESS THE COMPANY HAS RECEIVED SUCH NOTICE IN WRITING FROM THE UNION. UNION OFFICERS AND STEWARDS, WITH THE APPROVAL OF THEIR FOREMAN, WHICH APPROVAL SHALL NOT BE UNREASONABLY WITHHELD. SHALL BE PERMITTED TO LEAVE THEIR JOBS TO INVESTIGATE AND ADJUST GRIEVANCES AND TO ATTEND TO THEIR DUTIES UNDER THIS AGREEMENT.

ARTICLE 5 - MANAGEMENT'S RIGHTS

- 5.01 THE MANAGEMENT OF THE COMPANY'S PLANT AND THE DIRECTION OF ITS WORKING FORCES, INCLUDING THE RIGHT TO ESTABLISH NEW JOBS, ABOLISH OR CHANGE EXISTING JOBS, INCREASE OR DECREASE THE NUMBER OF JOBS, CHANGE MATERIALS, PROCESS, PRODUCTS, EQUIPMENT AND OPERATIONS SHALL BE VEST EXCLUSIVELY IN THE COMPANY, SUBJECT TO THE PROVISIONS OF THIS AGREEMENT, THE COMPANY SHALL HAVE THE RIGHT TO SCHEDULE AND ASSIGN WORK TO BE PERFORMED AND THE RIGHT TO HIRE OR RE-HIRE EMPLOYEES, PROMOTE, RECALL EMPLOYEES WHO ARE LAID OFF, DEMOTE, SUSPEND, DISCIPLINE OR DISCHARGE FOR JUST CAUSE, TRANSFER OR LAYOFF EMPLOYEES BECAUSE OF LACK OF WORK OR OTHER

LEGITIMATE REASONS, IT BEING UNDERSTOOD, HOWEVER, THE COMPANY SHALL NOT DISCIPLINE OR DISCHARGE AN EMPLOYEE EXCEPT FOR JUST CAUSE, OR OTHERWISE IMPROPERLY DISCRIMINATE AGAINST AN EMPLOYEE.

- 5.02** THE COMPANY HAS THE RIGHT TO ESTABLISH, MAINTAIN AND ENFORCE RULES AND REGULATIONS, IF REASONABLE, TO ASSURE ORDERLY PLANT OPERATIONS, IT BEING UNDERSTOOD AND AGREED THAT SUCH RULES AND REGULATIONS SHALL NOT BE INCONSISTENT OR IN CONFLICT WITH THE PROVISIONS OF THIS AGREEMENT. THE COMPANY WILL DISCUSS AND EXPLAIN NEW RULES AT THE REGULAR MONTHLY MEETING PRIOR TO THEIR IMPLEMENTATION.

ARTICLE 6 - HOURS OF WORK

- 6.01 1ST SHIFT DEFINITION**  
WHEN ONLY ONE SHIFT IS EMPLOYED, A REGULAR WORK-DAY SHALL CONSIST OF (8) CONSECUTIVE HOURS, (EXCLUSIVE OF A 30 MINUTE UNPAID LUNCH PERIOD) WITH REGULAR PAY FOR (8) HOURS, BETWEEN 7:30 A.M. AND 4:00 P.M. AND THE REGULAR WORK-WEEK SHALL CONSIST OF 40 HOURS BETWEEN MONDAY TO FRIDAY INCLUSIVE
- 6.02 2ND SHIFT DEFINITION**  
WHEN TWO SHIFTS ARE EMPLOYED, THE FIRST SHIFT SHALL BE AS DEFINED ABOVE, WHEREAS THE REGULAR WORK-DAY FOR THE SECOND SHIFT SHALL CONSIST OF (8) CONSECUTIVE HOURS (EXCLUSIVE OF A 30 MINUTE UNPAID LUNCH PERIOD,) WITH REGULAR PAY FOR 8 HOURS BETWEEN 4.00 P.M. AND 12.30 A.M. AND THE REGULAR WORK-WEEK FOR THE SECOND SHIFT SHALL CONSIST OF (40) HOURS BETWEEN MONDAY TO FRIDAY INCLUSIVE.
- 6.03 3RD SHIFT DEFINITION**  
WHEN THREE SHIFTS ARE EMPLOYED, THE FIRST AND SECOND SHIFT SHALL BE AS DEFINED ABOVE, WHEREAS A REGULAR WORK-DAY FOR THE THIRD SHIFT SHALL CONSIST OF (8) CONSECUTIVE HOURS, (EXCLUSIVE OF A 30 MINUTE UNPAID LUNCH PERIOD) WITH REGULAR PAY FOR (8) HOURS, BETWEEN 12:00 MIDNIGHT AND 8:30 A.M. AND THE REGULAR WORK-WEEK SHALL CONSIST OF (40) HOURS BETWEEN SUNDAY MIDNIGHT TO FRIDAY 8:30 A.M.

- 6.04** THE STARTING AND QUITTING TIMES OF THE VARIOUS SHIFTS. AS HEREIN PROVIDED FOR, MAY BE CHANGED FROM TIME TO TIME AS DEEMED NECESSARY. THE COMPANY WILL DISCUSS AND EXPLAIN THE REASONS FOR SUCH CHANGE PRIOR TO IMPLEMENTATION.
- 6.05** THE FOREGOING PROVISIONS OF THE SECTION DESCRIBE THE RESPECTIVE REGULAR WORK-DAYS AND REGULAR WORK-WEEKS OF THE VARIOUS SHIFTS AND ARE NOT INTENDED TO BE CONSTRUED AS A GUARANTEE OF HOURS OF WORK PER PAY OR PER WEEK, OR DAYS OF WORK PER WEEK. THE REGULAR SCHEDULED WORK-WEEK FOR EACH EMPLOYEE SHALL BEGIN WITH THE STARTING OF HIS REGULARLY SCHEDULED SHIFT ON MONDAY OF EACH WEEK.
- 6.06** ALL EMPLOYEES SHALL BE ALLOWED FIVE (5) MINUTES PRIOR TO THE END OF EACH SHIFT TO CLEAN UP WORK AREAS, ROLL UP CABLES AND HOSES RETURN TOOLS TO THE STORES AND WASH-UP. THE COMMENCEMENT OF THE FIVE (5) MINUTE PERIOD WILL BE INDICATED BY AN APPROPRIATE SIGNAL. NO EMPLOYEE SHALL STOP WORK OR LEAVE HIS WORK AREA UNTIL THE SIGNAL, THE END OF THE FIVE (5) MINUTE PERIOD WILL BE INDICATED BY ANOTHER SIGNAL FOLLOWING WHICH EMPLOYEES MAY PUNCH OUT.
- 6.07** FOR THE DURATION OF THIS AGREEMENT THERE SHALL BE ONE (1) REST PERIOD OF TEN (10) MINUTES DURING THE FIRST FOUR (4) HOURS OF EACH SHIFT. DURING SUCH REST PERIOD EACH EMPLOYEE SHALL BE PAID THE APPLICABLE HOURLY RATE AND NO WORK SHALL BE PERFORMED DURING SUCH PERIOD AND THE EMPLOYEES MAY, IF THEY DESIRE TO DO SO, OBTAIN AND CONSUME REFRESHMENTS OR FOOD.
- 6.08** EMPLOYEES REQUIRED TO WORK IN EXCESS OF EIGHT (8) HOURS IN ANY DAY SHALL BE GRANTED A FIFTEEN (15) MINUTE PAID LUNCH PERIOD AT THE END OF THEIR EIGHTH HOUR OF WORK. DURING SUCH LUNCH PERIOD EACH EMPLOYEE SHALL BE PAID THE APPLICABLE HOURLY RATE AND NO WORK SHALL BE PERFORMED.
- 6.09** EMPLOYEES REQUIRED TO WORK ON SHIFT OPERATIONS SHALL ROTATE THEIR SHIFTS EVERY SECOND MONDAY.

THE COMPANY SHALL ATTEMPT TO ACCOMMODATE AN EMPLOYEE WHO REQUESTS TO REMAIN PERMANENTLY ON THE AFTERNOON SHIFT PROVIDED

THAT WORK IS AVAILABLE AND THE EMPLOYEE PERFORMS SUCH WORK TO THE COMPANY'S SATISFACTION.

- 6.10** MUTUAL SHIFT EXCHANGES BETWEEN EMPLOYEES MUST RECEIVE PRIOR PERMISSION FROM THE EMPLOYEE'S FOREMAN. AND UNDER NO CIRCUMSTANCES SHALL ANY MUTUAL SHIFT EXCHANGE COST THE COMPANY MORE THAN IT WOULD HAVE HAD THE MUTUAL SHIFT EXCHANGE NOT BEEN GRANTED. THE EMPLOYEES INVOLVED MUST INFORM THE TIMEKEEPER PRIOR TO THE CHANGE.
- 6.11** THERE SHALL BE NO PIECE WORK OR CONTRACT WORK BY THE EMPLOYEES. ALL WORK PERFORMED SHALL BE PAID ON AN HOURLY BASIS.

ARTICLE 7 - OVERTIME AND SHIFT **PREMIUMS**

- 7.01** WHEN AN EMPLOYEE IS REQUIRED TO WORK OVERTIME OR PERFORM WORK BEFORE OR AFTER THE REGULAR WORK HOURS ON ANY SHIFT HE SHALL BE PAID AT THE RATE OF ONE AND ONE HALF (1-1/2) TIMES HIS REGULAR STRAIGHT-TIME HOURLY RATE FOR THE FIRST THREE AND ONE-HALF (3-1/2) HOURS AND THEREAFTER AT DOUBLE HIS CURRENT REGULAR STRAIGHT-TIME HOURLY RATE.
- 7.02** OVERTIME SHALL, INsofar AS PRACTICAL, BE ALLOCATED EQUITABLY AMONG THE EMPLOYEES QUALIFIED TO PERFORM THE WORK; IT BEING UNDERSTOOD. HOWEVER, THAT WHERE EQUITABLE ALLOCATION IS IMPRACTICAL THE EMPLOYEES WHO REGULARLY PERFORM SUCH WORK DURING THEIR REGULAR WORK HOURS AND WHO ARE THEN AVAILABLE SHALL BE GIVEN PREFERENCE WHERE OVERTIME WORK IS REQUIRED ON OPERATIONS THE COMPANY SHALL FOLLOW THE MANDATORY GUIDELINES FOR EQUITABLE ALLOCATION OF OVERTIME.
- 7.03** WHEN, IN THE OPINION OF THE COMPANY, IT IS NECESSARY TO WORK OVERTIME, EMPLOYEES ENTITLED TO SUCH WORK. SHALL, WHENEVER POSSIBLE, BE NOTIFIED THE PREVIOUS DAY AND, IN ANY EVENT, THE EMPLOYEE(S) SHALL WORK A REASONABLE AMOUNT OF OVERTIME EXCEPT FOR GOOD AND SUFFICIENT CAUSE. WHEN AN EMPLOYEE WORKS THE OVERTIME REQUESTED (MINIMUM THREE (3) HOURS) BEFORE OR AFTER HIS REGULAR

SHIFT MONDAY TO FRIDAY, OR AFTER EIGHT (8) HOURS OF WORK ON SATURDAY, SUNDAY OR RECOGNIZED HOLIDAY, THE COMPANY WILL PROVIDE SUCH EMPLOYEE WITH A MEAL ALLOWANCE OF \$4.00. THIS ALLOWANCE WILL BE PAID ON HIS NEXT REGULAR PAY CHEQUE.

- 7.04** ALL WORK DONE BY AN EMPLOYEE ON SATURDAY, SHALL BE PAID FOR AT THE RATE OF ONE AND ONE-HALF (1- 1/2) TIMES SUCH EMPLOYEE'S CURRENT REGULAR STRAIGHT-TIME HOURLY RATE FOR THE FIRST EIGHT (8) HOURS OF WORK AND THEREAFTER AT DOUBLE HIS CURRENT REGULAR STRAIGHT-TIME HOURLY RATE; HOWEVER, EMPLOYEES ASSIGNED TO THE SECOND AND THIRD SHIFTS, IF ANY, FOR THE PRECEDING FRIDAY SHALL COMPLETE SUCH SHIFT(S) ON SATURDAY MORNING AT SUCH EMPLOYEES APPLICABLE RATE FOR THE PRECEDING FRIDAY
- 7.05** ALL WORK DONE BY AN EMPLOYEE ON SUNDAY SHALL BE PAID FOR AT DOUBLE SUCH EMPLOYEES CURRENT REGULAR STRAIGHT-TIME HOURLY RATE.
- 7.06** ALL WORK DONE BY AN EMPLOYEE ON ANY RECOGNIZED HOLIDAY SPECIFIED IN THE SUCCEEDING ARTICLE, OR DAY OBSERVED AS SUCH, SHALL BE PAID FOR AT DOUBLE SUCH EMPLOYEE'S CURRENT REGULAR STRAIGHT-TIME HOURLY RATE.
- 7.07** SHIFT PREMIUMS OF FIFTY FIVE CENTS (\$0.55) PER HOUR SHALL BE PAID FOR ALL HOURS WORKED ON THE SECOND SHIFT AND SIXTY CENTS (\$0.60) PER HOUR FOR ALL HOURS WORKED ON THE THIRD SHIFT BY EMPLOYEES REGULARLY SCHEDULED TO WORK THESE SHIFTS. AN EMPLOYEE WHO WORKS SUCH A SHIFT AS OVERTIME SHALL ALSO BE ENTITLED TO THE SHIFT PREMIUM IF HE IS INFORMED BY THE COMPANY THAT HE IS TO WORK THE FULL SHIFT AS A REPLACEMENT FOR ANOTHER EMPLOYEE, SHIFT PREMIUMS SHALL NOT BE TAKEN INTO CONSIDERATION IN COMPUTING OVERTIME PAY.
- 7.08** FOR THE PURPOSE OF THE EMPLOYMENT STANDARDS ACT, 1974, THE UNION HEREBY CONSENTS ON BEHALF OF THE EMPLOYEES TO HOURS OF WORK IN EXCESS OF THOSE PRESCRIBED IN THE ACT, PROVIDED THAT EMPLOYEES SHALL NOT BE COMPELLED TO WORK MORE THAN TWELVE (12) CONSECUTIVE HOURS, EXCLUSIVE OF A LUNCH PERIOD, IN ANY TWENTY-FOUR (24) HOUR PERIOD OR MORE THAN FORTY-EIGHT (48) HOURS IN ANY WEEK, WHICH

SHALL BE CONSTRUED TO MEAN MONDAY THROUGH SUNDAY

- 7.09 WHERE NO NOTICE OF OVERTIME IS GIVEN AND EMPLOYEES ARE REQUIRED TO WORK OVERTIME THE COMPANY WILL MAKE AN EFFORT TO ARRANGE TRANSPORTATION WHERE TRANSPORTATION IS NOT AVAILABLE
- 7.10 WHEN EMERGENCY OVERTIME WORK OCCURS (NOT MORE THAN THREE (3) DAY'S). CONSIDERATION WILL BE GIVEN TO ELIMINATING SUCH OVERTIME BY REINSTATING ANY EMPLOYEES WHO HAVE RECENTLY ACCEPTED LOWER CLASSIFICATION IN LIEU OF LAYOFF AND WHO ARE QUALIFIED TO PERFORM THE WORK REQUIRED. IF THE EMERGENCY REQUIREMENT BECOMES PERMANENT, POSITIONS WILL BE FILLED THROUGH THE REGULAR SENIORITY PROCESS.

ARTICLE 8 - HOLIDAYS - HOLIDAY PAY

- 8.01 THE FOLLOWING ARE RECOGNIZED AS PAID HOLIDAYS FOR ALL EMPLOYEES COVERED BY THIS AGREEMENT.

NEW YEARS DAY  
GOOD FRIDAY  
VICTORIA DAY  
CANADA DAY  
CIVIC HOLIDAY  
LABOUR DAY  
THANKSGIVING DAY  
DAY BEFORE CHRISTMAS  
CHRISTMAS DAY  
BOXING DAY  
DAY BEFORE NEW YEARS DAY  
ONE (1) FLOATER DAY

NOTE: THIS HOLIDAY WILL BE USED AS A FLOATER AND TAKEN AT A TIME MUTUALLY AGREED UPON BY THE COMPANY AND THE UNION. IF HERITAGE DAY IS PROCLAIMED IT SHALL REPLACE THE FLOATER DAY.



**CHRISTMAS HOLIDAY SCHEDULE - 1999 - 2000**

PLANT CLOSES AFTER THE AFTERNOON SHIFT ON THURSDAY, DECEMBER 23, 1999 AND REOPENS WITH THE REGULAR DAY SHIFT ON MONDAY, JANUARY 3, 2000. DURING THIS PERIOD THERE WILL BE SIX (6) PAID HOLIDAYS (DAY BEFORE CHRISTMAS DAY, CHRISTMAS DAY, BOXING DAY, THE FLOATER HOLIDAY, DAY BEFORE NEW YEARS DAY AND NEW YEARS DAY HOLIDAY).

**CHRISTMAS HOLIDAY SCHEDULE - 2000 - 2001**

PLANT CLOSES AFTER THE AFTERNOON SHIFT ON FRIDAY, DECEMBER 22, 2000 AND REOPENS WITH REGULAR DAY SHIFT ON TUESDAY, JANUARY 2, 2001. DURING THIS PERIOD THERE WILL BE SIX (6) PAID HOLIDAYS (DAY BEFORE CHRISTMAS DAY, CHRISTMAS DAY, BOXING DAY, THE FLOATER HOLIDAY, DAY BEFORE NEW YEARS DAY AND NEW YEARS DAY HOLIDAY)

**CHRISTMAS HOLIDAY SCHEDULE - 2001 - 2002**

PLANT CLOSES AFTER THE AFTERNOON SHIFT ON FRIDAY, DECEMBER 21, 2001 AND REOPENS WITH THE REGULAR DAY SHIFT ON WEDNESDAY, JANUARY 2, 2002. DURING THIS PERIOD THERE WILL BE SIX (6) PAID HOLIDAYS (DAY BEFORE CHRISTMAS DAY, CHRISTMAS DAY, BOXING DAY, THE FLOATER HOLIDAY, DAY BEFORE NEW YEARS DAY AND NEW YEARS DAY HOLIDAY), AND ONE (1) DAY LEAVE OF ABSENCE WITHOUT PAY.

**CHRISTMAS HOLIDAY SCHEDULE - 2002 - 2003**

PLANT CLOSES AFTER THE AFTERNOON SHIFT ON FRIDAY, DECEMBER 20, 2002 AND REOPENS WITH REGULAR DAY SHIFT ON THURSDAY, JANUARY 2, 2003. DURING THIS PERIOD THERE WILL BE SIX (6) PAID HOLIDAYS (DAY BEFORE CHRISTMAS DAY, CHRISTMAS DAY, BOXING DAY, THE FLOATER HOLIDAY, DAY BEFORE NEW YEARS DAY AND NEW YEARS DAY HOLIDAY), AND TWO (2) DAYS LEAVE OF ABSENCE WITHOUT PAY.

**CHRISTMAS HOLIDAY SCHEDULE - 2003 - 2004**

PLANT CLOSES AFTER THE AFTERNOON SHIFT ON TUESDAY, DECEMBER 23, 2003 AND REOPENS WITH REGULAR DAY SHIFT ON MONDAY, JANUARY 5, 2004. DURING THIS PERIOD THERE WILL BE SIX (6) PAID HOLIDAYS (DAY BEFORE CHRISTMAS DAY, CHRISTMAS DAY, BOXING DAY, THE FLOATER HOLIDAY, DAY BEFORE NEW YEARS DAY AND NEW YEARS DAY HOLIDAY), AND TWO (2) DAYS LEAVE OF ABSENCE WITHOUT PAY.

THE FOREGOING MAY BE CHANGED BY MUTUAL CONSENT OF UNION AND COMPANY.

**8.02** EACH EMPLOYEE SHALL BE PAID FOR EIGHT (8) HOURS, AS APPLICABLE, AT

HIS REGULAR STRAIGHT-TIME HOURLY RATE FOR THE HOLIDAYS DESCRIBED IN 8.01, LESS ANY MONEY RECEIVED FOR THAT DAY FROM WORKER'S COMPENSATION OR COMPANY PAID INSURANCE PROGRAMS, PROVIDED HE WORKED ON THE LAST REGULAR WORK DAY IMMEDIATELY PRECEDING THE HOLIDAY AND ON THE FIRST REGULAR WORK DAY IMMEDIATELY FOLLOWING THE HOLIDAY UNLESS HIS FAILURE TO WORK FOR THE COMPANY ON SUCH DAY, OR DAYS, WAS DUE TO ABSENCE BECAUSE OF BEING ON PAID VACATION AS HEREINAFTER PROVIDED FOR IN THIS AGREEMENT. OR BECAUSE OF CONFIRMED ILLNESS OR INJURY THAT OCCURRED OR COMMENCED ON THE HOLIDAY IN QUESTION, THE DAY IMMEDIATELY FOLLOWING THE HOLIDAY OR DURING THIRTY (30) DAYS IMMEDIATELY PRECEDING THE HOLIDAY IN QUESTION. OR BECAUSE OF A LAYOFF BY THE COMPANY THAT COMMENCED NOT MORE THAN FOURTEEN (14) DAYS IMMEDIATELY PRECEDING THE HOLIDAY IN QUESTION, OR BECAUSE OF DEATH IN THE IMMEDIATE FAMILY, AS PER 13.02, OR FOR SIMILAR GOOD CAUSE AUTHORIZED, DIRECTED OR APPROVED BY THE COMPANY.

IF AN EMPLOYEE RETURNS TO WORK FROM LAYOFF ON THE DAY FOLLOWING A HOLIDAY, HE WILL BE PAID FOR THE HOLIDAY.

HOLIDAYS RECOGNIZED IN ARTICLE 8.01 WILL BE PAID IF THEY FALL WITHIN THE FIRST FOURTEEN (14) CALENDAR DAYS OF AN APPROVED LEAVE OF ABSENCE

IF AN EMPLOYEE COMBINES VACATION ENTITLEMENT WITH AN APPROVED LEAVE OF ABSENCE, VACATION TIME SHALL BE TAKEN FIRST.

**8.03** IF ANY OF THE HOLIDAYS DESCRIBED IN 8.01 OCCURS ON A SATURDAY OR SUNDAY, THE FOLLOWING MONDAY SHALL BE OBSERVED AS THE HOLIDAY UNLESS ANOTHER DAY IS MUTUALLY AGREED UPON BY THE COMPANY AND THE UNION.

**8.04** IF AN EMPLOYEE WORKS ON A HOLIDAY WE SHALL BE PAID DOUBLE TIME FOR ANY WORK PERFORMED IN ADDITION TO THE HOLIDAY PAY OUTLINED IN 8.02. NO WORK SHALL BE DONE ON LABOUR DAY EXCEPT AS ABSOLUTELY NECESSARY TO AVOID HAZARD TO LIFE OR PROPERTY.

**8.05** IF ONE OF THE ABOVE HOLIDAYS FALLS DURING AN EMPLOYEE'S VACATION

HE SHALL UPON MUTUAL AGREEMENT WITH THE COMPANY, BE PAID AT HIS REGULAR STRAIGHT TIME HOURLY RATE FOR THE HOLIDAY OR RECEIVE AN ADDITIONAL CONSECUTIVE DAY OF VACATION WITH PAY AT SUCH RATE.

ARTICLE 9 - PAY DAY

- 9.01** EMPLOYEES SHALL BE PAID BY CHEQUE ON THURSDAY OF EACH WEEK DURING THEIR WORKING HOURS. WHEN AN EMPLOYEE IS DISCHARGED, RESIGNS, OR IS LAID OFF, THE COMPANY WILL FORWARD BY REGISTERED MAIL, ALL MONEY OWED, TO THE LAST RECORDED ADDRESS OF THE EMPLOYEE WITHIN THE NEXT PAY PERIOD. THE COMPANY WILL DEFINE THE PAYROLL YEAR FOR THE PURPOSE OF T4 SLIPS.

ARTICLE 10 - REPORTING PAY

- 10.01** ANY EMPLOYEE WHO IS SCHEDULED OR REQUIRED TO AND DOES REPORT FOR WORK ON ANY DAY AND IS NOT PUT TO WORK FOR AT LEAST FOUR (4) HOURS, SHALL BE PAID AT THE APPLICABLE RATE FOR FOUR (4) HOURS ACTUAL WORK ON THAT DAY, EXCEPT WHERE FAILURE TO SO PUT SUCH EMPLOYEE TO WORK IS OCCASIONED BY NON-OPERATION OF THE PLANT, OR A SUBSTANTIAL PART THEREOF, AS A RESULT OF FIRE, ACT OF GOD, FAILURE OF POWER OR MAJOR BREAKDOWN OF EQUIPMENT OR SIMILAR CAUSE BEYOND THE COMPANY'S CONTROL. IT IS THE EMPLOYEE'S RESPONSIBILITY TO VERIFY THE SHIFT TO WHICH HE IS SCHEDULED TO REPORT WHEN RETURNING TO WORK FOLLOWING ALL ABSENCES BY CONTACTING THE TIMEKEEPER OR PERSONNEL BETWEEN THE HOURS OF 7 30 A.M. AND 4.30 P.M. MONDAY TO FRIDAY, ANY EMPLOYEE REPORTING FOR THE WRONG SHIFT SHALL BE SENT HOME WITHOUT PAY.
- 10.02** IN CASE OF EMERGENCY WHEN ANY EMPLOYEE(S) ARE CALLED BY ORDER OF THE COMPANY TO PERFORM WORK OUTSIDE THEIR REGULAR WORKING HOURS THEY WILL BE PAID THE APPLICABLE OVERTIME RATE OR FOUR (4) HOURS STRAIGHT-TIME HOURLY RATE WHICHEVER IS GREATER.
- 10.03** ANY EMPLOYEE INJURED AT THE COMPANY'S PLANT, WHO IS SENT TO A DOCTOR AND RETURNS TO WORK DURING HIS REGULAR OR SCHEDULED WORKING HOURS THE SAME DAY, SHALL BE PAID BY THE COMPANY THE APPLICABLE WAGE RATE FOR SUCH TIME THEREBY LOST ON SUCH DAY BY

SUCH EMPLOYEE, AND IF HE SHALL, ON ANY FOUR (4) SUBSEQUENT DAYS ON WHICH HE PERFORMS WORK FOR THE COMPANY. GO TO THE DOCTOR FOR TREATMENT OF SUCH INJURY DURING HIS REGULAR WORKING HOURS, HE SHALL BE PAID BY THE COMPANY THE APPLICABLE WAGE RATE FOR SUCH TIME THEREBY LOST ON SUCH DAY BY SUCH EMPLOYEE. SHOULD AN INJURED EMPLOYEE BE ADMITTED TO A HOSPITAL OR BE INSTRUCTED BY THE COMPANY OR THE DOCTOR TO REFRAIN FROM PERFORMING FURTHER WORK ON THE DAY SUCH EMPLOYEE IS INJURED, SUCH EMPLOYEE SHALL RECEIVE THE APLICABLE HOURLY RATE FOR THE ENTIRE WORK-DAY.

**10.04** ANY EMPLOYEE WHO IS ABSENT DUE TO ILLNESS, INJURY OR OTHER REASON SHALL KEEP THE COMPANY ADVISED OF HIS CURRENT PERMANENT ADDRESS AND THE ANTICIPATED RETURN TO WORK DATE. ANY EMPLOYEE ABSENT FOR MORE THAN ONE (1) WEEK WILL GIVE THE COMPANY NOTICE THE DAY PRIOR TO RETURNING TO WORK.

ARTICLE 11 - VACATIONS. VACATION PAY

**11.01** EACH EMPLOYEE COVERED BY THIS AGREEMENT SHALL BE GRANTED A VACATION WITH PAY IN ACCORDANCE WITH THE FOLLOWING PROVISIONS. THE PERIOD FROM JUNE 1ST TO MAY 31 ST WILL BE THE BASIS FOR DETERMINING SERVICE AND VACATION PAY.

THE COMPANY ANTICIPATES THAT THE PLANT WILL BE CLOSED FOR VACATION PURPOSES FOR TWO (2) WEEKS WHICH WILL NORMALLY BE THE LAST TWO (2) WEEKS OF JULY. THE COMPANY MAY REQUIRE EMPLOYEES TO TAKE THEIR VACATIONS DURING THATPERIOD. WHERE AN EMPLOYEE IS ENTITLED TO MORE THAN TWO (2) WEEKS VACATION, THE BALANCE OF HIS VACATION WILL BE TAKEN AT THE COMPANY'S DISCRETION.

<u>SERVICE</u>	<u>VACATION</u>	<u>VACATION PAY</u>
0-6 MONTHS		4%
6 MONTHS 5 YEARS	2 WEEKS	4%
5 YEARS 12 YEARS	3 WEEKS	6%
12 YEARS 20YEARS	4 WEEKS	8%
20 YEARS OR MORE	5 WEEKS	10%

**11.02** VACATION PAY WILL BE CALCULATED AND TAXED WITH THE REGULAR PAY CHEQUE AND WILL BE SHOWN AS A SEPERATE ITEM.

**11.03** VACATION MAY ONLY BE TAKEN DURING THE CALENDAR YEAR IN WHICH THEY ARE DUE (JANUARY 1ST TO DECEMBER 31ST) AND CANNOT BE POSTPONED FROM YEAR TO YEAR NOR BE MADE CUMULATIVE.

ARTICLE 12 - SENIORITY

**12.01** SENIORITY SHALL BE DEFINED AS LENGTH OF CONTINUOUS SERVICE BY AN EMPLOYEE WITHIN THE BARGAINING UNIT DESCRIBED AND SET FORTH IN ARTICLE 2 OF THIS AGREEMENT. NEW EMPLOYEES AND THOSE HIRED AFTER A BREAK IN CONTINUITY OF SERVICE WITH THE COMPANY SHALL BE REGARDED AS PROBATIONARY EMPLOYEES, BUT ONLY FOR SENIORITY PURPOSES AS SET FORTH IN ARTICLE 12.02 BELOW, FOR THE FIRST 75 DAYS WORKED IN THE FIRST 6 MONTHS FROM DATE OF FIRST EMPLOYMENT, AND FOR THE FIRST 60 DAYS WORKED IN THE FIRST 6 MONTHS FROM DATE OF REHIRE, AND MAY BE LAID OFF OR DISCHARGED WITHOUT REFERENCE TO LENGTH OF SERVICE OR THE GRIEVANCE OR ARBITRATION PROCEDURES. SUCH PROBATIONARY EMPLOYEES CONTINUED IN THE SERVICE OF THE COMPANY AFTER THE ABOVE APPLICABLE PROBATIONARY PERIOD SHALL HAVE A PLANT-WIDE SENIORITY STATUS IN ACCORDANCE WITH THEIR LENGTH OF CONTINUOUS SERVICE FROM DATE OF HIRING. LAYOFFS DUE TO LACK OF WORK, INJURY OR ILLNESS OF THE EMPLOYEE OR OTHER CAUSE NOT DUE THE VOLUNTARY ACT OR FAULT OF THE EMPLOYEE, SHALL NOT CONSTITUTE INTERRUPTION OF CONTINUOUS SERVICE, AS THOSE TERMS ARE USED IN THIS ARTICLE, AND THE EMPLOYEE'S SENIORITY STATUS SHALL NOT BE AFFECTED BY SUCH INTERRUPTIONS; PROVIDED, HOWEVER, THE EMPLOYMENT OF AN EMPLOYEE AND HIS SENIORITY STATUS BASED THEREON SHALL AUTOMATICALLY BE TERMINATED FOR THE FOLLOWING REASONS:

(1) ABSENCE OF AN EMPLOYEE FROM WORK FOR 3 CONSECUTIVE REGULAR WORK DAYS WITHOUT HAVING REQUESTED PERMISSION TO BE ABSENT OR WITHOUT NOTIFYING THE COMPANY, DURING SUCH 3 DAYS, OF THE NECESSITY OF BEING ABSENT, UNLESS FAILURE TO REQUEST PERMISSION TO BE ABSENT OR SO NOTIFY THE COMPANY WAS DUE TO CIRCUMSTANCES BEYOND SUCH EMPLOYEE'S CONTROL.

- (2) FAILURE TO REPORT TO WORK OR RETURN TO WORK, WHEN LAID OFF, IN ACCORDANCE WITH THE FOLLOWING.

ANY EMPLOYEE WHO IS LAID OFF SHALL, KEEP THE COMPANY ADVISED IN WRITING, OF HIS CURRENT ADDRESS AND TELEPHONE NUMBER AND THE COMPANY SHALL NOTIFY SUCH EMPLOYEE VERBALLY, OR IN WRITING OR BY TELEGRAM ADDRESSED TO SUCH ADDRESS, WHEN AN OPENING IS AVAILABLE FOR HIM IN LINE WITH HIS SENIORITY STATUS. SUCH NOTICE SHALL SPECIFY THE DATE AND HOUR TO REPORT FOR WORK. A COPY OF SUCH NOTICE SHALL BE GIVEN TO THE UNION, WITHIN 24 HOURS AFTER THE SAME IS MAILED OR SENT. THE EMPLOYEE SHALL REPLY VERBALLY, OR BY MAIL OR TELEGRAM ADDRESSED TO THE COMPANY, WITHIN THREE (3) WORKING DAYS AFTER RECEIVING SUCH NOTICE, WHETHER HE WILL REPORT FOR WORK AT THE TIME STATED, AND IF HE DOES NOT REPLY AND/OR REPORT FOR WORK WITHIN SUCH TIME, HIS EMPLOYMENT SHALL BE AUTOMATICALLY TERMINATED. IF THE EMPLOYEE REPLIES THAT HE CAN NOT RETURN TO WORK AT THE TIME STATED IT MUST BE FOR CONFIRMED ILLNESS OR INJURY, OR DEATH IN THE IMMEDIATE FAMILY, OR OTHER SIMILAR GOOD CAUSE, AUTHORIZED, DIRECTED OR APPROVED BY THE COMPANY OR HIS EMPLOYMENT SHALL BE AUTOMATICALLY TERMINATED.

- (3) DISCHARGE OF AN EMPLOYEE FOR CAUSE, WHICH IS NOT REVERSED BY THE GRIEVANCE OR ARBITRATION PROCEDURE.
- (4) WHEN AN EMPLOYEE RESIGNS OR QUILTS
- (5) FAILURE OF AN EMPLOYEE TO WORK AND RETURN TO WORK FOLLOWING THE CONCLUSION OF AN APPROVED LEAVE OF ABSENCE UNLESS FOR JUST CAUSE.
- (6) WHEN AN EMPLOYEE HAS NOT PERFORMED ANY WORK FOR THE COMPANY FOR TWENTY-FOUR (24) CONSECUTIVE MONTHS AS A RESULT OF LAYOFFS OR NON-WORK RELATED ILLNESS/INJURY
- (7) WHEN ANY EMPLOYEE HAS NOT PERFORMED ANY WORK FOR THE COMPANY FOR THIRTY (30) CONSECUTIVE MONTHS AS A RESULT OF WORK RELATED INJURY/ILLNESS. IT IS UNDERSTOOD THAT THE THIRTY (30) MONTHS MAY BE EXTENDED BY MUTUAL AGREEMENT.

(8) WHEN AN EMPLOYEE RETIRES OR IS RETIRED

12.02 IN ALL CASES OF PROMOTION, (EXCEPT TO SUPERVISORY POSITIONS NOT COVERED BY THIS AGREEMENT OR TO THE POSITION OF LEAD HAND.) DEMOTIONS, WHEN FILLING VACANCIES WHICH MAY OCCUR, WHEN NEW WORK OPERATIONS ARE CREATED, WHEN WORK OPERATIONS ARE ABOLISHED WHEN WORK OPERATIONS THAT HAVE BEEN ABOLISHED ARE RE-ESTABLISHED AND IN ALL CASES OF INCREASE OR DECREASE IN FORCES, PREFERENCE SHALL BE GIVEN TO EMPLOYEES WITH THE GREATEST LENGTH OF CONTINUOUS SERVICE AND WHO HAVE THE ABILITY TO PERFORM THE WORK OPERATION IN ACCORDANCE WITH THE GENERALLY RECOGNIZED SHOP REQUIREMENTS FOR SUCH WORK AND OTHER PROVISIONS OF THIS ARTICLE. IN ALL CASES OF DEMOTIONS, WHEN WORK OPERATIONS ARE ABOLISHED, AND WHEN DECREASE IN FORCES OCCURS, THE EMPLOYEE(S) AFFECTED MAY REPLACE ANY JUNIOR EMPLOYEE ASSIGNED TO A WORK OPERATION WHICH THE SENIOR EMPLOYEE HAS PREVIOUSLY WORKED AND IS CAPABLE OF PERFORMING. IT WOULD THEN BE THE SENIOR EMPLOYEE'S RESPONSIBILITY TO ADVISE THE COMPANY WITHIN 24 HOURS OF RECEIVING HIS LAYOFF NOTICE OF THE INDIVIDUAL HE WOULD BE PREPARED TO REPLACE. HOWEVER, SUCH SENIOR EMPLOYEE, MAY IN LIEU OF ACCEPTING A LOWER RATED WORK OPERATION, ELECT TO TAKE THE LAYOFF AND IN THAT EVENT SUCH EMPLOYEE SHALL NOT BE COMPELLED TO SUBSEQUENTLY ACCEPT AN ASSIGNMENT TO A LOWER RATED WORK OPERATION AS A CONDITION OF RETAINING HIS SENIORITY STATUS.

IN RECOGNITION OF THE COMPANY'S RESPONSIBILITY FOR THE EFFICIENT OPERATION OF THE PLANT IT IS UNDERSTOOD AND AGREED THAT ADEQUATE BACKUP PERSONNEL WILL BE RETAINED FOR ALL KEY PRODUCTION EQUIPMENT. BACKUP PERSONNEL MAY BE ASSIGNED TO OTHER DUTIES FOR WHICH THEY ARE CAPABLE OF PERFORMING, THE COMPANY WILL SUPPLY TO THE UNION A LIST OF KEY PERSONNEL AND EQUIPMENT AT THE TIME OF THE LAYOFF.

WHEN IT BECOMES NECESSARY TO LAYOFF AN EMPLOYEE(S), OTHER THAN A PROBATIONARY EMPLOYEE(S) SUCH EMPLOYEE(S) SHALL BE NOTIFIED, IN WRITING THE DAY HE IS TO BE LAID OFF, AND GRANTED AT LEAST EIGHT (8) CONSECUTIVE HOURS WORK DURING THE REGULAR WORK HOURS IMMEDIATELY FOLLOWING RECEIPT OF SUCH NOTICE. NOTICE OF LAYOFF

SHALL NOT BE REQUIRED WITH RESPECT TO TEMPORARY LAYOFFS BECAUSE OF LACK OF WORK FOR THREE (3) DAYS OR LESS, OR BECAUSE OF BREAK-DOWN IN MACHINERY, FLOODS, FIRES OR ACTS OF GOD,

NOTWITHSTANDING THE ABOVE, EMPLOYEES WILL BE RECALLED BY THEIR CLASSIFICATION LISTED AT THE TIME OF LAYOFF AS THEIR SENIORITY ALLOWS. IN ADDITION, EMPLOYEES MAY ELECT TO BE RECALLED ON A "SECONDARY CLASSIFICATION" FOR WHICH THEY HAVE THE SENIORITY AND ABILITY TO PERFORM, PROVIDED THEY MAKE THIS REQUEST IN WRITING TO THEIR SUPERVISOR AT THE TIME OF LAYOFF.

WHEN PERMANENT VACANCIES OCCUR FOR LEAD HANDS, THE COMPANY SHALL SELECT FROM A LIST OF CANDIDATES PUT FORWARD BY THE UNION, THE COMPANY SHALL HAVE THE FULL RIGHT TO SELECT FROM THE LIST THE CANDIDATE OF THEIR CHOICE REGARDLESS OF SENIORITY.

- 12.03** WHEN PERMANENT VACANCIES OCCUR BELOW THE LEVEL OF LEAD HAND, THE COMPANY SHALL POST A LIST ON ITS' BULLETIN BOARDS, PERMANENT VACANCIES SHALL MEAN VACANCIES OTHER THAN THOSE WHICH OCCUR AS A RESULT OF ILLNESS OR INJURY, LEAVES OF ABSENCE AND VACATIONS. SUCH LIST SHALL REMAIN POSTED FOR FOUR (4) CONSECUTIVE WORK DAYS IN ORDER THAT ANY EMPLOYEE WHO DESIRES TO, MAY SUBMIT HIS BID FOR SUCH JOB. EMPLOYEES WHO DESIRE TO SUBMIT A BID FOR THE JOB IN QUESTION SHALL MAKE APPLICATION IN WRITING TO THE PERSONNEL DEPARTMENT WITHIN A FOUR (4) WORK DAY PERIOD FROM THE DATE OF POSTING, AND THE COMPANY WILL ADVISE EMPLOYEES ON LAYOFF BY REGULAR MAIL. THE COMPANY WILL PROVIDE THE UNION WITH THE NAMES OF THOSE EMPLOYEES SUBMITTING A BID FOR SUCH JOBS.

SELECTION SHALL BE BASED UPON THE ABILITY AND QUALIFICATIONS TO PERFORM THE JOB AND WHERE THE APPLICANTS ARE RELATIVELY EQUAL IN THE ABOVE, SENIORITY SHALL PREVAIL.

THE COMPANY SHALL NOT BE REQUIRED TO POST ANY JOB WHICH IS IN JOB GROUP 8. THE SUCCESSFUL, BIDDER FOR A POSTED JOB WILL BE ENTITLED TO A TRIAL PERIOD NOT EXCEEDING FIFTEEN (15) WORK DAYS. IF HE IS UNABLE TO DEMONSTRATE WITHIN SUCH TRIAL PERIOD HIS ABILITY TO PERFORM THE WORK OPERATION IN ACCORDANCE WITH THE GENERALLY RECOGNIZED



SHOP REQUIREMENTS FOR SUCH WORK TO THE REASONABLE SATISFACTION OF THE COMPANY, HE WILL BE RETURNED TO HIS FORMER JOB AT HIS FORMER RATE OF PAY, AS WILL ANY OTHER EMPLOYEE WHO WAS PROMOTED OR TRANSFERRED AS A RESULT OF SUCH SUCCESSFUL BID.

THE COMPANY WILL HAVE THE RIGHT TO FILL ANY TEMPORARY JOB VACANCY CAUSED BY ILLNESS, ACCIDENT, VACATION OR LEAVE OF ABSENCE FOR A PERIOD OF TWENTY (20) WORKING DAYS IF THE VACANCY IS LONGER THAN TWENTY (20) WORKING DAYS THE JOB SHALL BE POSTED AND DEALT WITH AS A PERMANENT VACANCY.

EMPLOYEES ACCEPTED TO POSTED POSITIONS WILL BE CONSIDERED AS HOLDING REGULAR JOBS BUT WILL RETURN TO THEIR FORMER JOBS SHOULD THE ABSENT EMPLOYEE RETURN TO WORK.

THE COMPANY SHALL ONLY BE REQUIRED TO POST THE NOTICE OF THE ORIGINAL PERMANENT OR TEMPORARY VACANCY AND ANY RESULTING PERMANENT OR TEMPORARY VACANCY OCCURRING BY REASON OF THE INITIAL POSTING SHALL BE FILLED IN ACCORDANCE WITH CLAUSE 12.02 OF THIS ARTICLE

**12.04** THE COMPANY SHALL, WITHIN FIFTEEN (15) DAYS AFTER SIGNING OF THIS AGREEMENT, FURNISH THE UNION AND POST ON IT'S BULLETIN BOARDS, A SENIORITY SCHEDULE CONTAINING THE NAME, DATE OF EMPLOYMENT, BADGE OR CLOCK NUMBER, AND CLASSIFICATION OF EACH EMPLOYEE. REVISED SCHEDULES SHALL BE FURNISHED TO THE UNION BY THE COMPANY AND COPIES THEREOF POSTED BY THE COMPANY ON ITS' BULLETIN BOARDS EACH THREE (3) MONTHS DURING THE TERM OF THIS AGREEMENT. IN ORDER TO FACILITATE THE PROPER ADMINISTRATION OF THIS AGREEMENT, THE UNION SHALL BE FURNISHED, UPON REQUEST, INFORMATION CONCERNING THE EMPLOYMENT DATE, CLASSIFICATION, AND RATE OF PAY OF AN EMPLOYEE TO WHOM THIS AGREEMENT IS APPLICABLE.

**12.05** ANY EMPLOYEE PROMOTED FROM A JOB COVERED BY THIS AGREEMENT TO A SHOP SUPERVISORY POSITION, SHALL RETAIN THE SENIORITY HE HAD AT THE TIME OF PROMOTION, AND SHALL CONTINUE TO ACCUMULATE SENIORITY FOR A PERIOD OF SIX (6) MONTHS FROM THE DATE OF SUCH PROMOTION. AFTER SIX (6) MONTHS AN EMPLOYEE PROMOTED TO A SUPERVISORY POSITION SHALL FORFEIT ALL SENIORITY HE HAD AT THE TIME OF

PROMOTION AND, IF THEREAFTER RETURNED TO A JOB COVERED BY THIS AGREEMENT, SHALL FOR SENIORITY PURPOSES BE CONSIDERED A NEW EMPLOYEE.

**ARTICLE 13 - LEAVES OF ABSENCE**

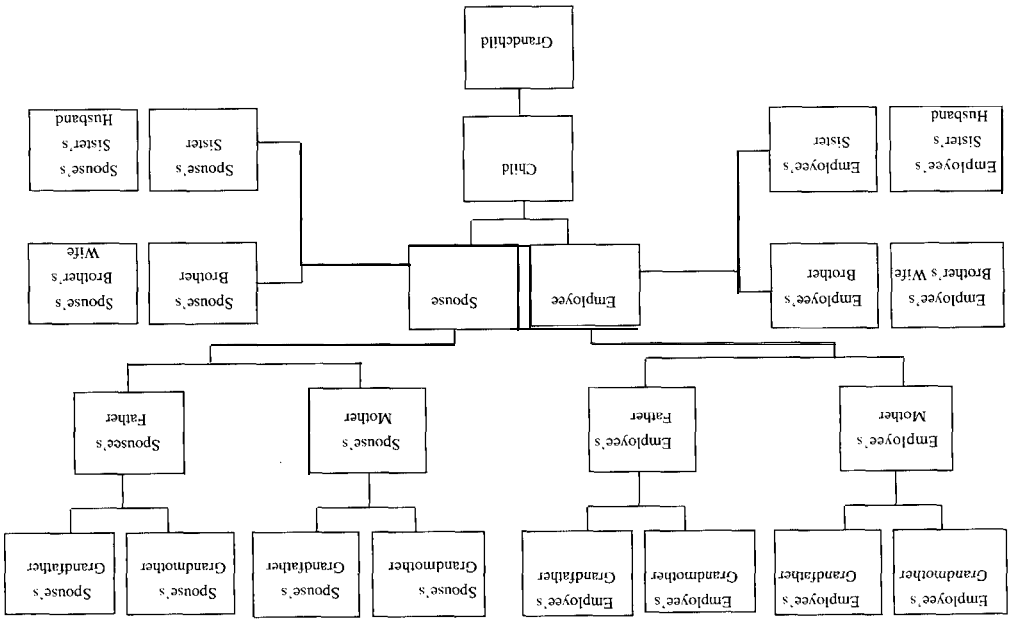
**13.01** IT IS ACKNOWLEDGED THAT LEAVE OF ABSENCE FOR PERSONAL REASONS UNDER THIS CLAUSE IS A PRIVILEGE AND NOT A RIGHT A REQUEST FOR LEAVE OF ABSENCE WITHOUT PAY BY AN EMPLOYEE FOR PERSONAL REASONS WILL BE CONSIDERED BY THE COMPANY: PROVIDED THE LEAVE OF ABSENCE WILL NOT INTERFERE WITH NORMAL PLANT OPERATIONS APPLICATION FOR LEAVE OF ABSENCE MUST BE MADE IN WRITING TO A REPRESENTATIVE OF THE COMPANY DESIGNATED BY IT FOR SUCH PURPOSE, AND THE APPLICATION SHALL STATE THE REASONS FOR REQUESTING THE LEAVE OF ABSENCE, AND THE LENGTH OF THE LEAVE OF ABSENCE REQUESTED GENERALLY, NO LEAVE OF ABSENCE FOR PERSONAL REASONS WILL BE GRANTED FOR A PERIOD LONGER THAN THIRTY (30) CALENDAR DAYS, WHEN THE COMPANY GRANTS A LEAVE OF ABSENCE, IT WILL BE IN WRITING AND WILL SET OUT THE LENGTH OF THE LEAVE OF ABSENCE GRANTED, AN EMPLOYEE'S SENIORITY SHALL CONTINUE TO ACCUMULATE WHILE HE IS ON LEAVE OF ABSENCE.

EMPLOYEES GRANTED LEAVE OF ABSENCE SHALL BE RE-EMPLOYED BY THE COMPANY AT THE END OF SUCH LEAVE IF WORK IS AVAILABLE IN ACCORDANCE WITH HIS ACCUMULATED SENIORITY

ANY EMPLOYEE WHO, WHILE ON LEAVE OF ABSENCE, OBTAINS EMPLOYMENT WITH ANOTHER EMPLOYER WITHOUT HAVING OBTAINED PRIOR PERMISSION TO DO SO FROM THE COMPANY SHALL BE SUBJECT TO DISCHARGE.

**13.02** IN THE EVENT OF A DEATH IN THE IMMEDIATE FAMILY (MOTHER, FATHER, SPOUSE, CHILD, BROTHER, SISTER, MOTHER-IN-LAW, FATHER-IN-LAW, BROTHER-IN-LAW, SISTER-IN-LAW, GRANDMOTHER, GRANDFATHER, GRANDMOTHER-IN-LAW, GRANDFATHER-IN-LAW, GRANDCHILD) OF AN EMPLOYEE, SUCH EMPLOYEE SHALL BE PERMITTED TO IMMEDIATELY TAKE SUCH TIME OFF AS MAY BE NECESSARY. SUCH EMPLOYEE SHALL BE PAID FOR EIGHT (8) HOURS AT HIS REGULAR STRAIGHT-TIME HOURLY RATE FOR EACH REGULAR WORK-DAY SO TAKEN, BUT NOT TO EXCEED THREE(3) DAYS' PAY.

**13.03** ANY EMPLOYEE WHO, BY THE ORDER OF ANY COURT, IS REQUIRED TO SERVE AS A JUROR SHALL, FOR EACH SUCH DAY, BE PAID BY THE COMPANY THE DIFFERENCE BETWEEN THE AMOUNT HE RECEIVES FOR SERVICE AS A JUROR AND THE AMOUNT THAT WOULD HAVE BEEN PAID TO SUCH EMPLOYEE BY THE COMPANY FOR EIGHT (8) HOURS WORK AT SUCH EMPLOYEE'S STRAIGHT-TIME HOURLY RATE, IT BEING UNDERSTOOD THAT IF SUCH EMPLOYEE IS NOT ACCEPTED AS A JUROR AND IS RELEASED BY THE COURT FROM SUCH SERVICE, HE SHALL REPORT TO WORK FOR THE COMPANY AS SOON AS POSSIBLE IF SUCH RELEASE OCCURS DURING THE HOURS OF SUCH EMPLOYEE'S SHIFT. WITHIN ONE (1) WORK-DAY AFTER RECEIPT OF A SUBPOENA OR SUMMONS FOR JURY DUTY, SAME SHALL BE SUBMITTED BY THEEMPLOYEE TO HIS IMMEDIATE SUPERVISOR, WHICH SHALL CONSTITUTE PROPER NOTICE THAT SUCH EMPLOYEE WILL BE ABSENT FROM WORK ON THE DAY OR DAYS SPECIFIED IN SUCH SUBPOENA OR SUMMONS,



ARTICLE 14 . GRIEVANCE PROCEDURE

**14.01** SHOULD ANY DIFFERENCE ARISE BETWEEN THE COMPANY AND THE UNION WITH RESPECT TO THE MEANING, INTERPRETATION, APPLICATION OR ALLEGED VIOLATION OF THIS AGREEMENT. AN EARNEST EFFORT SHALL BE MADE IMMEDIATELY AND, IN ANY EVENT, NOT LATER THAN TEN (10) WORK DAYS FROM THE DATE THE DIFFERENCE AROSE, TO SETTLE SUCH DIFFERENCES AS HEREINAFTER PROVIDED FOR. BEGINNING WITH STEP 3, THIS PROCEDURE SHALL BE RESERVED ONLY FOR COMPANY OR UNION POLICY GRIEVANCES, IT SHALL NOT BE USED IN ANY CASE FOR WHICH THE REGULAR GRIEVANCES PROCEDURE FOR AN INDIVIDUAL IS AVAILABLE AND AN ARBITRATION BOARD SHALL NOT HAVE JURISDICTION TO ENTERTAIN A POLICY GRIEVANCE WHICH DOES NOT COMPLY WITH THIS CLAUSE.

**14.02** SHOULD ANY DIFFERENCE ARISE BETWEEN THE COMPANY AND AN INDIVIDUAL EMPLOYEE OR MORE THAN ONE EMPLOYEE, THE AGGRIEVED EMPLOYEE(S), AS THE CASE MAY BE, SHALL PRESENT SUCH GRIEVANCE IN THE FOLLOWING MANNER.

**STEP 1**

BY THE COMPLAINING EMPLOYEE, OR EMPLOYEES AND THE SHOP STEWARD OF THE DEPARTMENT AND THE FOREMAN OF THE DEPARTMENT. IF THE DIFFERENCES ARE NOT SATISFACTORILY SETTLED BY THE DEPARTMENT FOREMAN WITHIN TWO (2) WORK DAYS AFTER BEING VERBALLY PRESENTED, THE GRIEVANCE OR DISPUTE SHALL BE REDUCED IN WRITING, ON THE FORMS FURNISHED BY THE COMPANY, AND APPROVED BY THE UNION, AND SIGNED BY THE AGGRIEVED EMPLOYEE(S) AND THE SHOP STEWARD INVOLVED AND PRESENTED WITHIN TWO (2) WORK DAYS THEREAFTER TO BE PROCESSED AS PROVIDED FOR IN STEP 2.

**STEP 2**

BY THE SHOP COMMITTEE, WITH OR WITHOUT THE AGGRIEVED EMPLOYEE, OR EMPLOYEES, AND A REPRESENTATIVE OF THE COMPANY DESIGNATED BY IT FOR SUCH PURPOSE. SAID DESIGNATED REPRESENTATIVE OF THE COMPANY SHALL RENDER HIS DECISION IN WRITING WITHIN TWO (2) WORK DAYS AFTER THE GRIEVANCE OR DISPUTE IS PRESENTED AS PROVIDED FOR IN STEP 2, AND IF THE DECISION IS SATISFACTORY IT SHALL BE SIGNED BY THE UNION PRESIDENT, IF SAID DECISION IS NOT SATISFACTORY, THE GRIEVANCE OR DISPUTE SHALL, WITHIN THREE (3) WORK DAYS THEREAFTER, BE PRESENTED TO BE PROCESSED AS PROVIDED FOR IN STEP 3.

STEP 3

BY THE PRESIDENT OF THE UNION AND THE SHOP COMMITTEE, WITH OR WITHOUT THE AGGRIEVED EMPLOYEE OR EMPLOYEES, AND THE GENERAL MANAGER OF THE COMPANY, OR HIS DESIGNATED REPRESENTATIVE AS THE CASE MAY BE, WHO SHALL RENDER HIS DECISION IN WRITING WITHIN SEVEN (7) WORK DAYS FOLLOWING THE DAY ON WHICH THE GRIEVANCE OR DISPUTE IS PRESENTED TO HIM AS HEREIN ABOVE PROVIDED FOR, AND IF SUCH DECISION IS SATISFACTORY. IT SHALL BE SIGNED BY THE PRESIDENT OF THE UNION. IF THE WRITTEN DECISION OF THE GENERAL MANAGER OF THE COMPANY, OR HIS DESIGNATED REPRESENTATIVE, AS THE CASE MAY BE, IS NOT SATISFACTORY, THE GRIEVANCE OR DISPUTE SHALL, UPON THE WRITTEN REQUEST OF THE COMPANY OR THE UNION, BE SUBMITTED TO ARBITRATION IN ACCORDANCE WITH THE ARBITRATION PROVISIONS HEREINAFTER IN THIS AGREEMENT SET FORTH, PROVIDED SUCH REQUEST IS MADE WITHIN FIFTEEN (15) WORK DAYS AFTER THE GENERAL MANAGER OF THE COMPANY, OR HIS DESIGNATED REPRESENTATIVE, AS THE CASE MAY BE, RENDERS HIS WRITTEN DECISION AS PROVIDED FOR IN STEP 3.

**14.03** IN THE EVENT THE COMPANY FAILS TO RENDER ITS DECISION WITHIN THE TIME LIMITS SET FORTH IN STEPS 2 AND 3 OF 14.02 HEREOF, THE GRIEVANCE SHALL BE CONSIDERED JUSTIFIABLE AND SETTLED AS REQUESTED IN THE GRIEVANCE. FAILURE BY THE UNION TO APPEAL A GRIEVANCE WITHIN THE TIME LIMITS IN STEPS 1, 2 AND 3, OF 14.02 HEREOF, WILL RESULT IN THE GRIEVANCE BEING CONSIDERED DROPPED OR SETTLED IN ACCORDANCE WITH THE LAST WRITTEN DECISION OF THE COMPANY. PROVIDED, HOWEVER, ANY OF THE TIME LIMITS SET FORTH IN 14.02 HEREOF MAY BE EXTENDED BY MUTUAL AGREEMENT BETWEEN THE COMPANY AND THE UNION.

**14.04** THE COMPANY SHALL NOT BE BOUND TO CONSIDER A GRIEVANCE IN RESPECT OF ANY DECISION OR HAPPENING WHICH OCCURRED MORE THAN TEN (10) WORK DAYS PRIOR TO THE COMMENCEMENT OF THE GRIEVANCE PROCEDURE HEREIN.

**14.05** THE TIME LIMITS SPECIFIED IN THIS ARTICLE SHALL BE DEEMED TO BE EXCLUSIVE OF SATURDAYS, SUNDAYS, VACATIONS AND THOSE HOLIDAYS RECOGNIZED IN THIS AGREEMENT AS WELL AS ANY CONFIRMED ILLNESS AND MAY BE EXTENDED BY MUTUAL AGREEMENT OF BOTH PARTIES

**ARTICLE 15 - ARBITRATION**

**15.01** ANY DIFFERENCE OR DISPUTE BETWEEN THE COMPANY AND THE UNION, OR BETWEEN THE COMPANY AND AN EMPLOYEE, OR EMPLOYEES, RELATING TO THE INTERPRETATION, APPLICATION, ADMINISTRATION, OR ALLEGED VIOLATION OF THIS AGREEMENT, INCLUDING ANY QUESTION AS TO WHETHER OR NOT A MATTER IS ARBITRABLE, THAT HAS NOT BEEN SATISFACTORILY SETTLED IN ACCORDANCE WITH THE PROVISIONS OF THE PRECEDING ARTICLE OF THIS AGREEMENT SHALL UPON THE REQUEST OF EITHER PARTY TO THIS AGREEMENT BE SUBMITTED TO ARBITRATION.

**15.02** WHEN EITHER PARTY REQUESTS THAT ANY MATTER BE SUBMITTED TO ARBITRATION, IT SHALL MAKE SUCH REQUEST IN WRITING ADDRESSED TO THE OTHER PARTY TO THIS AGREEMENT, AND AT THE SAME TIME NOMINATE AN ARBITRATOR. WITHIN FIVE (5) DAYS THE OTHER PARTY SHALL NOMINATE AN ARBITRATOR. IF SUCH PARTY FAILS TO NOMINATE AN ARBITRATOR THE MINISTER OF LABOUR FOR THE PROVINCE OF ONTARIO SHALL ATTEMPT TO SELECT, BY AGREEMENT, A CHAIRMAN OF THE ARBITRATION BOARD. IF THEY ARE UNABLE TO AGREE UPON SUCH CHAIRMAN WITHIN A FURTHER PERIOD OF TWO (2) DAYS THEY SHALL REQUEST THE MINISTER OF LABOUR FOR THE PROVINCE OF ONTARIO TO APPOINT A CHAIRMAN OF THE ARBITRATION BOARD.

**15.03** NO PERSON MAY BE APPOINTED AS AN ARBITRATOR WHO HAS BEEN INVOLVED IN AN ATTEMPT TO NEGOTIATE OR SETTLE A GRIEVANCE.

**15.04** NO MATTER MAY BE SUBMITTED TO ARBITRATION WHICH HAS NOT BEEN CARRIED THROUGH THE STEPS OF THE GRIEVANCE PROCEDURES SET FORTH IN ARTICLE 14.

- 15.05** THE FOREGOING PROVISIONS FOR ARBITRATION ARE NOT INTENDED TO CHANGE ANY TERM OR CONDITION OF EMPLOYMENT SPECIFICALLY COVERED BY THIS AGREEMENT. THE BOARD OF ARBITRATION SHALL NOT HAVE THE RIGHT TO ADD TO, SUBTRACT FROM, OR MODIFY ANY OF THE TERMS OF PROVISIONS OF THIS AGREEMENT. HOWEVER, THE BOARD OF ARBITRATION IS HEREBY AUTHORIZED TO AND EMPOWERED TO MAKE ITS DECISION AND AWARD RETROACTIVE PAY, IF IN ITS JUDGMENT, CIRCUMSTANCES JUSTIFY SUCH AN AWARD.
- 15.06** THE PROCEEDINGS OF THE ARBITRATION BOARD WILL BE EXPEDITED BY THE PARTIES HERETO, AND THE DECISION OF THE MAJORITY OF SUCH BOARD WILL BE FINAL AND BINDING UPON THE PARTIES CONCERNED. IF THERE IS NO MAJORITY, THE DECISION OF THE CHAIRMAN GOVERNS.
- 15.07** EACH OF THE PARTIES HERETO WILL BEAR THE EXPENSE OF THE ARBITRATOR APPOINTED TO REPRESENT IT, AND THE PARTIES WILL JOINTLY BEAR THE EXPENSES OF THE CHAIRMAN OF THE ARBITRATION BOARD.



ARTICLE 16 - NO STRIKE OR LOCKOUTS

- 16.01** THE COMPANY AGREES THAT IT WILL NOT CAUSE OR DIRECT ANY LOCKOUT OF ITS' EMPLOYEES FOR THE DURATION OF THIS AGREEMENT. THE UNION AGREES THAT NEITHER IT, NOR ITS' REPRESENTATIVES WILL, DURING THE TERM OF THIS AGREEMENT, AUTHORIZE, CALL, CAUSE, CONDONE, OR TAKE PART IN ANY STRIKE, PICKETING, SIT-DOWN, STAND -IN, SLOW-DOWN, OR CURTAILMENT OR RESTRICTION OF PRODUCTION, OR INTERFERENCE WITH WORK IN OR ABOUT THE COMPANY'S PLANT OR PREMISES. THE TERM 'SLOW-DOWN' SHALL MEAN A CONDITION OR WILLFULL RESTRICTION OR REDUCTION OF PRODUCTION BY AN EMPLOYEE WHICH IS WITHIN SUCH EMPLOYEE'S REASONABLE CONTROL.

ARTICLE 17 - BULLETIN BOARDS

- 17.01** SEPARATE BULLETIN BOARDS SHALL BE MADE AVAILABLE BY THE COMPANY FOR THE USE OF THE UNION. FOR THE POSTING OF UNION NOTICES RELATING TO MEETINGS, APPOINTMENTS OF COMMITTEES, ELECTION OF OFFICERS, SENIORITY SCHEDULES, DUES, ENTERTAINMENT, HEALTH AND SAFETY.

ARTICLE 18 - SAFETY AND HEALTH, EQUIPMENT

- 18.01** THE PARTIES HERETO RECOGNIZE THE IMPORTANCE OF SAFETY PROVI SIONS IN THE PLANT FOR THE WELFARE OF THE EMPLOYEES AND THE PROTECTION OF THE COMPANY'S PROPERTY. THE COMPANY AGREES TO MAKE REASONABLE PROVISIONS FOR THE SAFETY AND HEALTH OF ITS EMPLOYEES DURING THE HOURS OF THEIR EMPLOYMENT. THERE SHALL BE A PERMANENT SAFETY & HEALTH-COMMITTEE CONSISTING OF EMPLOYEES IN THE BARGAINING UNIT SELECTED FROM EACH DEPART- MENT BY THE EMPLOYEES OF THE DEPARTMENT AND A NUMBER OF PERSONS SELECTED BY THE COMPANY AS WELL AS TWO (2) SAFETY & HEALTH REPRESENTATIVES APPOINTED BY THE UNION. THIS COMMITTEE SHALL INVESTIGATE, DISCUSS AND SUBMIT RECOMMENDATIONS CALCULATED TO RELIEVE ANY UNSAFE OR UNHEALTHY CONDITION THAT MAY EXIST. THESE RECOMMENDATIONS ARE TO BE SUBMITTED TO THE COMPANY AND IT AGREES TO MAKE EVERY EFFORT TO IMPROVE ANY SAFETY DEFECT OR UNSAFE CONDITION WHICH THE COMMITTEE MAY CALL TO ITS ATTENTION,

THE COMPANY REPRESENTATIVES ALONG WITH THE UNION PRESIDENT AND THE SAFETY REPRESENTATIVE FROM THE DEPARTMENT CONCERNED SHALL INVESTIGATE ACCIDENTS TO TRY TO DETERMINE THE CAUSE AND PREVENT ANY REOCCURRENCE.

- 18.02** THE COMPANY WILL SUPPLY THE FOLLOWING SAFETY EQUIPMENT AS PROTECTION AGAINST HAZARDOUS CONDITIONS.
- A)** COVERALLS OK SHIRT AND PANTS ON A WEEKLY BASIS TO ALL EMPLOYEES WITHOUT CHARGE.
  - B)** SAFETY HELMETS AND SAFETY GLASSES TO ALL EMPLOYEES TO A LIMIT OF ONE (1) PER YEAR WITHOUT CHARGE.
  - C)** VARIOUS TYPES OF GLOVES AS REQUIRED FOR WORK PERFORMED AT A STANDARD PRICE OF \$1.50 PER PAIR.
  - D)** RAINWEAR AND RUBBER BOOTS AS REQUIRED BY WEATHER CONDITIONS FOR YARD EMPLOYEES ON A REPLACEMENT BASIS WITHOUT CHARGE.
  - E)** SHIELDS, CANVAS SLEEVES AND SPATS FOR WELDERS AND BURNERS ON A REPLACEMENT BASIS WITHOUT CHARGE.
  - F)** HEARING PROTECTION TO ALL EMPLOYEES WITHOUT CHARGE
  - G)** PAINT RESPIRATORS FOR ALL SPRAY PAINTERS ON A REPLACEMENT BASIS WITHOUT CHARGE.
  - H)** THE COMPANY WILL PAY 100% OF THE COST OF SAFETY FOOTWEAR FROM A SOURCE AND OF A TYPE APPROVED BY THE COMPANY THIS WILL BE EFFECTIVE ON A REPLACEMENT BASIS
  - I)** PERMANENT MAINTENANCE EMPLOYEES WILL BE ALLOWED UP TO A MAXIMUM OF ONE HUNDRED DOLLARS (\$100.00) PER YEAR TOWARDS THE PURCHASE OF TOOLS. THE EMPLOYEES MUST PRESENT DETAILED RECEIPTS TO THE COMPANY FOR REIMBURSEMENT.
  - J)** TWO (2) WINTER COAT FOR THE TERM OF THIS AGREEMENT FOR PERMANENT YARD PERSONNEL AND MAINTENANCE PERSONNEL

ARTICLE 19 - SAVING CLAUSE

- 19.01** IT IS ASSUMED BY THE PARTIES HERETO THAT EACH PROVISION OF THIS AGREEMENT IS IN CONFORMITY WITH ALL APPLICABLE LAWS OF CANADA AND THE PROVINCE OF ONTARIO. SHOULD IT LATER BE DETERMINED THAT IT WOULD BE A VIOLATION OF ANY LEGALLY EFFECTIVE FEDERAL OR PROVINCIAL ORDER OR STATUE TO COMPLY WITH ANY PROVISIONS OF THIS AGREEMENT, THE PARTIES HERETO AGREE TO RE-NEGOTIATE SUCH PROVISION OR PROVISIONS OF THIS AGREEMENT FOR THE PURPOSE OF MAKING THEM CONFORM TO SUCH FEDERAL OR PROVINCIAL ORDER OR STATUE, AND THE OTHER PROVISIONS OF THIS AGREEMENT SHALL NOT BE AFFECTED THEREBY.

ARTICLE 20 - WELFARE BENEFITS

- 20.01** THE COMPANY AGREES TO PROVIDE THE FOLLOWING BENEFIT PLANS FOR EMPLOYEES COVERED BY THE TERMS OF THIS AGREEMENT:
- LIFE INSURANCE
  - RETIREMENT INSURANCE
  - ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE (AD&D)
  - SUPPLEMENTARY HEALTH
  - DENTAL PLAN
  - SHORT TERM DISABILITY
  - LONG TERM DISABILITY
- THESE BENEFITS ARE FULLY DESCRIBED IN THE BENEFIT BOOKLET PROVIDED TO EACH EMPLOYEE.
- THE COMPANY ALSO AGREES TO REIMBURSE EMPLOYEES UP TO \$200 DOLLARS EACHTOWARDS THE COST OFFPERSONAL USE PERSCRIPTION GLASSES OVER THE TERM OF THE CONTRACT,
- 20.02** EACH EMPLOYEE AND, IF APPLICABLE, EACH EMPLOYEE'S ELIGIBLE DEPENDENTS, SHALL BE FULLY COVERED BY THE APPLICABLE BENEFITS ON THE DAY SUCH EMPLOYEE BECOMES ELIGIBLE (THE FIRST DAY OF THE CALENDAR MONTH FOLLOWING SIXTY (60) DAYS OF EMPLOYMENT) AND SHALL CONTINUE TO BE FULLY COVERED WHILE IN THE EMPLOY OF THE COMPANY. IN THE EVENT OF AN EMPLOYEE COVERED BY THE APPLICABLE BENEFITS BEING LAID OFF, SUCH EMPLOYEE SHALL CONTINUE TO BE FULLY COVERED BY SUCH BENEFITS (INCLUDING DEPENDENT'S BENEFITS)

WITH THE EXCEPTION OF WEEKLY SICKNESS AND ACCIDENT BENEFITS, FOR A PERIOD OF THREE (3) MONTHS AFTER THE DATE OF SUCH LAYOFF, SHOULD SUCH EMPLOYEE BE RECALLED TO WORK MORE THAN THREE (3) MONTHS, BUT NOT MORE THAN TWO (2) YEARS, FROM THE DATE OF SUCH LAYOFF, SUCH EMPLOYEE SHALL BE FULLY COVERED BY THE APPLICABLE BENEFITS (INCLUDING DEPENDENTS' 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
AD&D	-CONTINUED FOR 6 MONTHS
MAJOR MEDICAL	-CONTINUED FOR 3 MONTHS
WEEKLY INDEMNITY	-NO COVERAGE
LONG TERM DISABILITY	-NO COVERAGE
DENTAL	-NO COVERAGE
VISION CARE	-NO COVERAGE

BENEFITS NOT COVERED DURING AN APPROVED LEAVE OF ABSENCE WILL BE REINSTATED WHEN THE EMPLOYEE RETURNS TO WORK FOLLOWING THE LEAVE OF ABSENCE.

**20.03** THE COMPANY AGREES TO ASSIST ITS' EMPLOYEES IN FILING ALL CLAIMS FOR BENEFITS PROVIDED FOR IN THE ABOVE GROUP INSURANCE WITHOUT COST TO THE EMPLOYEES WITH RESPECT TO OBTAINING PROMPT AND PROPER SETTLEMENT OF ALL CLAIMS. HOWEVER, IT IS AGREED THAT ALL OF THE INSURANCE MENTIONED IN THIS ARTICLE SHALL BE AS MORE PARTICULARLY DESCRIBED AND SET FORTH IN THE RESPECTIVE POLICY OR POLICIES OF INSURANCE. ANY DISPUTE OVER PAYMENTS OF BENEFITS UNDER ANY SUCH POLICY SHALL BE ADJUSTED BETWEEN THE INSURED OR THE BENEFICIARY AND THE INSURER CONCERNED BUT THE COMPANY WILL USE ITS BEST EFFORTS TO ADJUST AND SETTLE ANY SUCH DISPUTE.

#### ARTICLE 21 - PENSION PLAN

**21.01** THE COMPANY AGREES TO PROVIDE THE CANRON CONSTRUCTION CORP. EAST RETIREMENT PLAN FOR EMPLOYEES COVERED BY THE TERMS OF THIS AGREEMENT

THIS PLAN IS FULLY DESCRIBED IN THE BENEFIT BOOKLET PROVIDED TO EACH EMPLOYEE.

ARTICLE 22 - WAGE CLASSIFICATION

22.01 GENERAL

EACH EMPLOYEE SHALL BE CLASSIFIED IN ONE OF THE FOLLOWING CLASSIFICATIONS DEPENDING ON THE WORK OPERATION HE PERFORMS FOR THE COMPANY. CLASSIFICATIONS ARE DESCRIBED IN MINIMAL DETAIL IN ARTICLE 22.02

THE CLASSIFICATIONS ARE COMBINED INTO NINE (9) GROUPS FOR THE PURPOSE OF WAGE RATES WHICH ARE OUTLINED IN ARTICLE 22.03. EACH EMPLOYEE WILL BE PAID NOT LESS THAN THE MINIMUM HOURLY WAGE RATE FOR HIS PARTICULAR CLASSIFICATION WAGE GROUP.

LEAD HANDS

SHALL RECEIVE AT LEAST A THIRTY CENT (\$0.30) PREMIUM PER HOUR IN EXCESS OF THE MAXIMUM RATE APPLICABLE TO THEIR CLASSIFICATION. FOR PURPOSE OF LAYOFF AND THE EXERCISE OF SENIORITY RIGHTS LEAD HANDS ARE NOT ENTITLED TO ANY SPECIAL CONSIDERATION, AND IF RETAINED, MAY ONLY PERFORM SUPERVISORY FUNCTIONS.

22.02 CLASSIFICATIONS

GROUP 1

TEMPLATE MAKER

INSPECTOR

MILLWRIGHT MACHINIST, WITH ONTARIO CERTIFICATION

ELECTRICIAN, WITH ONTARIO CERTIFICATION

GROUP 2

FITTER (1ST CLASS) ABLE TO ASSEMBLE AND FIT UP ALL TYPES OF WORK FABRICATED IN THE COMPANY'S SHOP AND ABLE TO READ AND CORRECTLY INTERPRET ALL TYPES OF DRAWINGS REQUIRED FOR SUCH WORK.

MILLWRIGHT BRAKE PRESS OPERATOR (30") ABLE TO DO ALL LAYOUT REQUIRED AT THESE MACHINES AND FULLY SKILLED IN MACHINE

AND FULLY SKILLED IN MACHINE OPERATION. T.J.G. WELDER M.C.C.R CERTIFIED FLAT, VERTICAL OR OVERHEAD. WOULD BE REQUIRED TO SATISFACTORILY T.J.G WELD TO X-RAY QUALITY STANDARDS WELDING GUN REPAIR-TO MAINTAIN ANDREPAIR ALLWELDING EQUIPMENT,GUNS, SMOKE EXHAUST SYSTEM.

GROUP 3

ELECTRICIAN OR MILLWRIGHT (IN TRAINING)  
WELDER C.W.B. CERTIFIED FLAT, VERTICAL OR OVERHEAD, WHO FROM TIME TO TIME MAY BE REQUIRED TO WORK IN ANY TWO (2) OF THESE POSITIONS OR: ANY WELDER WORKING ON X-RAY OR ULTRASONICALLY INSPECTED WORK

ANGLEMATIC MACHINE OPERATOR ABLE TO DO ALL LAYOUT WORK REQUIRED AT THESE MACHINES AND FULLY SKILLED IN MACHINE OPERATION.

DRILL LINE OPERATOR

N.C. PLATE FABRICATOR

N.C. PROFILE BURNING MACHINE

ELECTRONIC CONTROLLED CRANE OPERATOR 35 TON OR OVER

GROUP 4

BURNER (1ST CLASS) ABLE TO CUT STRUCTURAL STEEL MATERIALS WITH SPEED AND PRECISION TO CORRECT SIZE AND SHAPE WITH ALL TYPES OF GAS CUTTING EQUIPMENT NORMALLY USED IN THE COMPANY'S SHOPS AND HAVING KNOWLEDGE OF PROPER GAS PRESSURES AND TIP SIZES. PUNCH OPERATOR REQUIRED TO READ BLUEPRINTS. ELECTRONIC CONTROLLED CRANE OPERATOR UNDER 35 TON. DETAIL EXPEDITER

GROUP 5

FITTER (2ND CLASS) ALL FITTERS NOT INCLUDED IN GROUP 2  
SHEAR OPERATOR (1ST CLASS). PLATE OR ANGLE SHOULD KNOW CAPACITY OF MACHINE, SEE THAT IT IS PROPERLY LUBRICATED AT ALL TIMES, AND BE CAPABLE OF CUTTING FROM MATERIALS BILLS. AND JIG AND GAUGE PLATE FOR ACCURATE CUTTING AND MINIMUM WASTE. DRILL OPERATOR (1ST CLASS)- CAPABLE OF OPERATING ALL DRILLS IN THE COMPANY'S PLANT AND HAVING THE ABILITY TO GRIND ALL DRILLS THIRD YEAR FITTER APPRENTICE

GROUP 6  
OVERHEAD CRANE OPERATOR  
MILLING MACHINE OPERATOR  
STRAIGHTENING MACHINE OPERATOR  
BLACKSMITH  
PENDANT CRANE OPERATOR

GROUP 7  
SAW OPERATOR  
SHOT BLAST OPERATOR  
DRILL OPERATOR (2ND CLASS) - ALL DRILL OPERATORS NOT INCLUDED IN  
GROUP 5  
SHEAR OPERATOR (2ND CLASS) PLATE OR ANGLE ALL SHEAR OPERATORS  
NOT INCLUDED IN GROUP 5  
PUNCH OPERATOR NOT REQUIRED TO READ BLUEPRINTS  
THREADING MACHINE OPERATOR  
STUD GUN OPERATOR  
CHAINMAN  
BURNER (2ND CLASS) ALL BURNERS NOT INCLUDED IN GROUP 4 ABLE TO  
OPERATE MANUAL TORCHES  
PAINTER (1ST CLASS) ABLE TO GRIND STEEL AND REGULATE EQUIPMENT  
FOR BEST RESULTS AND MAXIMUM FOOTAGE, MAINTAIN EQUIPMENT IN GOOD  
ORDER.  
STOREKEEPER  
TRUCK DRIVER T&T  
WELDER C.W.B, CERTIFIED FLAT ONLY

GROUP 8  
HELPER  
FIRST YEAR FITTER APPRENTICE  
SECOND YEAR FITTER APPRENTICE

GROUP 9  
TRAINEE (ALL TRADES) WAGE GROUPS 1 TO 4  
TRAINEE (ALL TRADES) WAGE GROUPS 5 TO 7

**22.03** WAGE RATES FOR THE FIRST, SECOND AND THIRD YEAR OF THE CONTRACT  
WILL BE AS SHOWN IN THE FOLLOWING TABLES A,B AND C RESPECTIVELY.

ARTICLE 23 - WAGES

TABLE A: YEAR ONE  22-03-WAGES & CLASSIFICATIONS	July 13, 1999 3.0%		
	Date of Hire		
	Before 7/13/83	After 7/13/83 Before 7/13/92	After 7/13/92
<b>GROUP 1</b>			
ALL GROUPS	22.38	22.38	20.19
<b>GROUP 2</b>			
ALL GROUPS	21.85	21.85	19.64
<b>GROUP 3</b>			
ELECTRONIC CONTROLLED CRANE-35 TON & OVER	21.19	21.19	18.98
ALL OTHERS	21.32	21.32	19.12
<b>GROUP 4</b>			
ALL GROUPS	20.82	20.82	18.62
<b>GROUP 5</b>			
THIRD YEAR APPRENTICE FITTER	20.55	20.55	18.35
ALL OTHERS	20.55	18.74	16.52
<b>GROUP 6</b>			
ALL GROUPS	20.20	18.40	16.19
<b>GROUP 7</b>			
WELDER-CWB CERTIFIED FLAT ONLY	21.32	21.32	15.97
ALL OTHERS	19.92	18.18	15.97
<b>GROUP 8</b>			
HELPER	19.44	15.01	14.32
FIRST YEAR APPRENTICE FITTER	18.08	18.08	15.86
SECOND YEAR APPRENTICE FITTER	18.68	18.68	16.52
<b>GROUP 9</b>			
TRAINEE ALL TRADES GROUPS 1 TO 4	16.52	16.52	16.52
TRAINEE ALL TRADES GROUPS 5 TO 7	14.86	14.86	14.86



22-03-WAGES & CLASSIFICATIONS	2.5% Date of Hire		
	Before	After 7/13/83	After
	7/13/83	Before 7/13/92	7/13/92
<b>GROUP 1</b>			
ALL GROUPS	22.94	22.94	20.69
<b>GROUP 2</b>			
ALL GROUPS	22.40	22.40	20.13
<b>GROUP 3</b>			
ELECTRONIC CONTROLLED CRANE-35 TON & OVER	21.72	21.72	19.45
ALL OTHERS	21.85	21.85	19.60
<b>GROUP 4</b>			
ALL GROUPS	21.34	21.34	19.09
<b>GROUP 5</b>			
THIRD YEAR APPRENTICE FITTER	21.06	21.06	18.81
ALL OTHERS	21.06	19.21	16.93
<b>GROUP 6</b>			
ALL GROUPS	20.71	18.86	16.59
<b>GROUP 7</b>			
WELDER-CWB CERTIFIED FLAT ONLY	21.85	21.85	16.37
ALL OTHERS	20.42	18.63	16.37
<b>GROUP 8</b>			
HELPER	19.93	15.39	14.68
FIRST YEAR APPRENTICE FITTER	18.53	18.53	16.26
SECOND YEAR APPRENTICE FITTER	19.15	19.15	16.93
<b>GROUP 9</b>			
TRAINEE ALL TRADES GROUPS 1 TO 4	16.93	16.93	16.93
TRAINEE ALL TRADES GROUPS 5 TO 7	15.23	15.23	15.23

22-03-WAGES & CLASSIFICATIONS	July 13, 2001 2.50%		
	Date of Hire		
	Before 7/13/83	After 7/13/83 Before 7/13/92	After 7/13/92
<b>GROUP 1</b>			
ALL GROUPS	23.51	23.51	21.21
<b>GROUP 2</b>			
ALL GROUPS	22.96	22.96	20.63
<b>GROUP 3</b>			
ELECTRONIC CONTROLLED CRANE-35 TON & OVER	22.26	22.26	19.94
ALL OTHERS	22.40	22.40	20.09
<b>GROUP 4</b>			
ALL GROUPS	21.87	21.87	19.57
<b>GROUP 5</b>			
THIRD YEAR APPRENTICE FITTER	21.59	21.59	19.28
ALL OTHERS	21.59	19.69	17.35
<b>GROUP 6</b>			
ALL GROUPS	21.23	19.33	17.00
<b>GROUP 7</b>			
WELDER-CWB CERTIFIED FLAT ONLY	22.40	22.40	16.78
ALL OTHERS	20.93	19.10	16.78
<b>GROUP 8</b>			
HELPER	20.43	15.77	15.05
FIRST YEAR APPRENTICE FITTER	18.99	18.99	16.67
SECOND YEAR APPRENTICE FITTER	19.63	19.63	17.35
<b>GROUP 9</b>			
TRAINEE ALL TRADES GROUPS 1 TO 4	17.35	17.35	17.35
TRAINEE ALL TRADES GROUPS 5 TO 7	15.61	15.61	15.61

WAGES IN THE FOURTH YEAR OF THE CONTRACT WILL BE THOSE SHOWN FOR THE THIRD YEAR INCREASED BY THE GREATER OF TWO PERCENT OR BY THE COST OF LIVING ADJUSTMENT. THE COST OF LIVING ADJUSTMENT IS DEFINED AS FOLLOWS,  
THE PERCENTAGE INCREASE IN THE CONSUMERS PRICE INDEX, 1996 CLASSIFICATION ALL-ITEMS, CITY OF TORONTO FROM JULY 2001 TO JULY 2002. THIS INCREASE WILL BE PAYABLE RETROACTIVELY TO JULY 13, 2002

WAGES IN THE FIFTH YEAR OF THE CONTRACT WILL BE THOSE FOR THE FOURTH YEAR INCREASED BY THE GREATER OF TWO PERCENT OR BY THE COST OF LIVING ADJUSTMENT. THE COST OF LIVING ADJUSTMENT IS DEFINED AS FOLLOWS:

THE PERCENTAGE INCREASE IN THE CONSUMERS PRICE INDEX, 1996 CLASSIFICATION ALL-ITEMS, CITY OF TORONTO FROM JULY 2002 TO JULY 2003. THIS INCREASE WILL BE PAYABLE RETROACTIVELY TO JULY 13, 2003.

**22.04**

THE COMPANY MAY, AT ANY TIME, TEMPORARILY ASSIGN ANY EMPLOYEE(S), TO ANY CLASS OF WORK OTHER THAN THAT ON WHICH HE OR THEY ARE NORMALLY EMPLOYED; PROVIDED, HOWEVER, THAT ANY EMPLOYEE SO TEMPORARILY ASSIGNED FOR MORE THAN ONE (1) DAY TO A CLASS OF WORK FOR WHICH THE MINIMUM WAGE RATE HEREIN SPECIFIED IS HIGHER THAN HIS REGULAR WAGE RATE, SHALL, FOR THE TIME ENGAGED IN SUCH WORK, BE PAID THE WAGE RATE APPLICABLE TO SUCH WORK; AND, PROVIDED FURTHER, THAT ANY EMPLOYEE TEMPORARILY ASSIGNED TO A CLASS OF WORK FOR WHICH THE MINIMUM WAGE RATE HEREIN SPECIFIED IS LOWER THAN HIS REGULAR WAGE RATE SHALL, WHILE ENGAGED IN SUCH WORK, PAID HIS REGULAR WAGE RATE.

IF AN EMPLOYEE CHANGES CLASSIFICATION ON A PERMANENT BASIS AND HIS CURRENT WAGE RATE IS HIGHER THAN THE WAGE RATE FOR HIS NEW CLASSIFICATION, HIS WAGE RATE WILL NOT BE REDUCED.

AFTER FIVE (5) CONSECUTIVE DAYS, CONTINUATION OF A TEMPORARY ASSIGNMENT OF AN EMPLOYEE MUST BE WITH THE CONSENT OF THAT EMPLOYEE, FOR A PERIOD UP TO TWENTY-FIVE (25) DAYS THEREAFTER, EXCEPT IF HE IS THE JUNIOR EMPLOYEE ON THE SHIFT CAPABLE OF PERFORMING THE JOB,

**22.05**

THERE SHALL BE NO REDUCTION IN THE WAGE RATE OF ANY EMPLOYEE

FOR THE DURATION OF THIS AGREEMENT, EVEN THOUGH THE EMPLOYEE MAY BE RECEIVING MORE THAN THE MINIMUM RATE FOR HIS CLASSIFICATION, EXCEPT AS A RESULT OF A DEMOTION MADE IN ACCORDANCE WITH THE SENIORITY PROVISIONS HEREINAFTER IN THIS AGREEMENT SET FORTH, I.

**22.06** SHOULD THE COMPANY UNDERTAKE NEW OR DIFFERENT WORK OPERATIONS NOT COVERED BY THE ABOVE CLASSIFICATIONS, SUCH WORK OPERATIONS SHALL BE CLASSIFIED AND MINIMUM WAGE RATES ESTABLISHED THEREFORE THROUGH PROMPT NEGOTIATIONS BETWEEN THE COMPANY AND THE UNION AND WHEN SUCH CLASSIFICATIONS AND WAGE RATE HAVE BEEN DETERMINED (IT BEING UNDERSTOOD SUCH DETERMINATIONS SHALL BE MADE WITHIN THIRTY (30) DAYS AFTER THE COMMENCEMENT OF SUCH OPERATIONS). THE PROVISIONS THEREOF SHALL BE COME EFFECTIVE AS OF THE TIME SUCH WORK OPERATIONS COMMENCE OR RETROACTIVE THERETO.

IF A NEW MACHINE IS INSTALLED WHICH REPLACES AN EXISTING MACHINE, THE WAGE RATE FOR THE OPERATORS OF THE NEW MACHINE WILL NOT BE LESS THAN THE WAGE RATE FOR THE OPERATOR OF THE MACHINE WHICH WAS REPLACED.

ARTICLE **23** - FITTER-STRUCTURAL **STEEL/PLATEWORK** APPRENTICESHIP PROGRAMME

**23.01** THE COMPANY HAS THE RIGHT TO ESTABLISH A FITTER APPRENTICESHIP PROGRAMME WHICH SHALL CONFORM WITH THE PROVISIONS OF THE APPRENTICESHIP AND TRADESMEN'S QUALIFICATION ACT OF THE PROVINCE OF ONTARIO.

SELECTION OF APPRENTICES

**1** THE COMPANY SHALL HAVE FULL AUTHORITY FOR SELECTION OR REJECTION OF APPLICANTS FOR APPRENTICESHIP PROGRAMME. ALL APPLICANTS FOR THE APPRENTICESHIP PROGRAMME MUST MEET THE ENTRY QUALIFICATIONS OF THE ONTARIO APPRENTICESHIP PROGRAMME, AND HAVE A MINIMUM OF SIX (6) MONTHS CONTINUOUS SERVICE WITH THE COMPANY. AN APPRENTICE MAY BE REMOVED FROM THE PROGRAMME IN ACCORDANCE WITH THE APPRENTICESHIP PLAN AND REGULATIONS

RATIO OF APPRENTICES TO FITTERS

- 2 THE RATIO OF APPRENTICES TO FIRST CLASS FITTERS SHALL NOT EXCEED 1:3, I.E., THERE SHALL NOT BE MORE THAN ONE (1) APPRENTICE FOR EVERY THREE (3) FIRST CLASS FITTERS.

LAYOFF PROCEDURE

3. IF IT BECOMES NECESSARY TO DECREASE THE WORKFORCE BY LAYOFF, FITTER APPRENTICES MAY NOT BE REPLACED BY A SENIOR EMPLOYEE. AN APPRENTICE SHALL ACQUIRE SENIORITY STATUS IN ACCORDANCE WITH HIS LENGTH OF CONTINUOUS SERVICE WITH THE COMPANY FROM DATE OF HIRE. FOR PURPOSES OF LAYOFF, A FIRST AND SECOND YEAR APPRENTICE WILL BE CONSIDERED EQUIVALENT TO A HELPER WHILE THIRD YEAR APPRENTICES WILL BE CONSIDERED EQUIVALENT TO A SECOND CLASS FITTER. NO FIRST CLASS FITTER SHALL BE LAID OFF BEFORE ANY FITTER APPRENTICE. NO FIRST CLASS FITTER SHALL BE HIRED UNTIL ALL THIRD YEAR APPRENTICES ARE RECALLED FROM LAYOFF.

APPRENTICESHIP PAYMENT

4. THE APPRENTICE PAYMENT SHALL BE AS FOLLOWS.

FIRST YEAR

FIRST WORK TERM	10 MONTHS-FIRST YEAR APPRENTICE RATE
BASIC ACADEMIC	
INSTRUCTION	2 MONTHS-FIRST YEAR APPRENTICE RATE

SECOND YEAR

SECOND WORK TERM	10 MONTHS-2ND YEAR APPRENTICE RATE
INTERMEDIATE ACADEMIC	
INSTRUCTION	2 MONTHS-2ND YEAR APPRENTICE RATE

THIRD YEAR

THIRD WORK TERM	10 MONTHS-3RD YEAR APPRENTICE RATE
ADVANCE ACADEMIC	
INSTRUCTION	2 MONTHS-3RD YEAR APPRENTICE RATE

UPON COMPLETION OF THE APPRENTICESHIP PROGRAMME, GRADUATES WILL BE FIRST CLASS FITTERS PAID AT THE BASE RATE FOR THIS WAGE GROUP CLASSIFICATION.

THE ABOVE RATES ARE APPLICABLE WHILE THE APPRENTICE IS WORKING IN THE PLANT, WHILE RECEIVING ACADEMIC INSTRUCTION OUTSIDE THE PLANT THE COMPANY WILL PAY A DAILY ALLOWANCE EQUIVALENT TO EIGHT (8) HOURS AT THE APPLICABLE RATE. IF AN APPRENTICE FAILS AN ACADEMIC TERM HE CAN WORK IN THE PLANT AT HIS EXISTING RATE FOR A PERIOD OF UP TO ONE (1) YEAR. DURING THIS PERIOD HE MAY REPEAT THE ACADEMIC PORTION THAT HE FAILED AT HIS OWN COST. PROVIDED HE PASSES THIS SECOND TIME HE MAY PROCEED IN THE PROGRAMME, OTHERWISE HE MUST WITHDRAW AND HAVE HIS WAGES REDUCED TO THAT OF A HELPER

**ARTICLE 24 - PAY EQUITY**

**24.01** THE JOB CLASSIFICATIONS AS OUTLINED IN ARTICLE 22.02 OF THIS COLLECTIVE AGREEMENT HAVE BEEN IDENTIFIED BY BOTH PARTIES TO THIS AGREEMENT TO BE MALE DOMINATED.

AS NO FEMALE DOMINATED JOB CLASSIFICATIONS WERE IDENTIFIED, NO WAGE COMPARISONS WERE NECESSARY. BOTH PARTIES AGREE THAT THEY WILL AMEND THIS PAY EQUITY TO CONFORM WITH THE PAY EQUITY ACT IN THE EVENT THAT FEMALE DOMINATED JOB CLASSIFICATIONS ARE SUBSEQUENTLY IDENTIFIED. THE PARTIES AGREE THAT ALL PAY EQUITY REQUIREMENTS HAVE BEEN MET FOR ALL BARGAINING UNIT EMPLOYEES

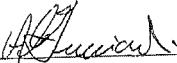
**ARTICLE 25 - DURATION AND TERMINATION**

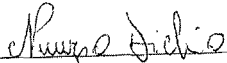
**25.01** THIS AGREEMENT, AND ANY AMENDEMENTS THERETO SHALL BE EFFECTIVE FROM JULY 13, 1999 TO MIDNIGHT JULY 12, 2004 AND SHALL CONTINUE AUTOMATICALLY THEREAFTER FOR PERIODS OF ONE (1) YEAR EACH, UNLESS EITHER PARTY NOTIFIES THE OTHER, IN WRITING, BY REGISTERED POST, WITHIN SIXTY (60) DAYS IMMEDIATELY PRECEDING THE EXPIRATION DATE, OF ITS DESIRE TO TERMINATE THIS AGREEMENT. IN THE EVENT OF NOTICE OF A DESIRE TO TERMINATE THIS AGREEMENT IS GIVEN BY EITHER PARTY AS HEREINABOVE PROVIDED, THE PARTIES SHALL MEET WITHIN FIFTEEN (15) DAYS FROM GIVING OF SUCH NOTICE, OR WITHIN SUCH FURTHER PERIOD AS THE PARTIES MAY AGREE, FOR THE PURPOSE OF NEGOTIATING A NEW AGREEMENT.

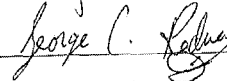
IF PURSANT TO SUCH NEGOTIATIONS, A NEW AGREEMENT, OR RENEWAL OF THIS AGREEMENT IS NOT REACHED PRIOR TO THE CURRENT EXPIRATION DATE, THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT AND/OR ANY AMENDMENTS THERETO SHALL CONTINUE IN EFFECT WITHOUT CHANGE UNTIL A NEW AGREEMENT IS AGREED UPON FOR THE COMPLETION OF THE CONCILIATION PROCEEDINGS PRESCRIBED UNDER THE LABOUR RELATIONS ACT, R.S.O. 1980, CHAPTER 228, WHICHEVER SHALL FIRST OCCUR.

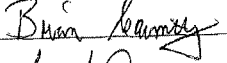
IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO AS OF THE DATE AND YEAR FIRST WRITTEN. IN THE CITY OF TORONTO, PROVINCE OF ONTARIO.

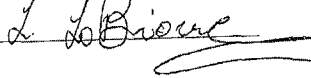
FOR THE EMPLOYEES ASSOCIATION OF **CANRON** CONSTRUCTION CORP. EAST

BY 

BY 


BY 

BY 

BY 

FOR **CANRON CONSTRUCTION COI@. EAST, REXDALE ONTARIO**

BY 

BY 

GUIDELINES FOR  
EQUITABLE ALLOCATION OF OVERTIME

THE FIRST MAN TO BE ASKED FOR OVERTIME SHALL BE THE MAN PERFORMING THE JOB ON THE SAME REGULAR SHIFT IMMEDIATELY PROCEEDING THE OVERTIME PERIOD.

UPON REFUSAL TO WORK THE OVERTIME BY THE MAN DESCRIBED ABOVE, ANY MAN OF SIMILAR CLASSIFICATION IN THE DEPARTMENT ON THE SAME SHIFT, PROVIDED THIS IS PRACTICAL, SHALL BE ASKED TO WORK THE OVERTIME.

FAILING TO FIND A SUITABLE REPLACEMENT WITHIN THE DEPARTMENT ANY MAN OF SIMILAR CLASSIFICATION ON THE SAME SHIFT, PROVIDED THIS IS PRACTICAL SHALL BE ASKED TO WORK THE OVERTIME.

FAILING TO FIND A SUITABLE REPLACEMENT WITHIN THE SAME SHIFT, ANY MAN OF SIMILAR CLASSIFICATION FROM WHICH THE INITIAL DEPARTMENT ON THE AFTERNOON SHIFT, PROVIDED THIS IS PRACTICAL, SHALL BE ASKED TO WORK THE OVERTIME.

FAILING TO FIND A SUITABLE REPLACEMENT FROM WITHIN THE INITIAL DEPARTMENT OF THE ALTERNATE SHIFT, ANY MAN OF SIMILAR CLASSIFICATION ON THE ALTERNATE SHIFT SHALL BE ASKED, PROVIDED THIS IS PRACTICAL

LOCKOUT PROCEDURE FOR MACHINERY  
PERSONAL SAFETY PADLOCK INSTRUCTIONS

TWO LOCKS ARE FURNISHED TO EACH MEMBER OF THE MAINTENANCE DEPARTMENT FOR THEIR PERSONAL SAFETY AND ARE TO BE USED ONLY FOR LOCKING-OUT EQUIPMENT CONTROLS. IF ADDITIONAL LOCKS ARE REQUIRED, CONTACT THE PLANT SUPERINTENDENT.

BEFORE YOU START TO WORK ON A MACHINE, ENSURE THAT ITS' DISCONNECT SWITCH IS IN THE "OFF" POSITION AND ALL POWER A DISCONNECTED YOU MUST THEN PLACE YOUR LOCK ON THE SWITCH TO PREVENT THE EQUIPMENT FROM BEING ACTIVATED.



3. THERE IS NO MASTER KEY AND ONLY ONE KEY FOR EACH LOCK. IT IS THEREFORE IMPOSSIBLE FOR ANY OTHER WORKMAN TO UNLOCK YOUR PADLOCK.
4. WHERE MORE THAN ONE INDIVIDUAL IS WORKING ON A MACHINE EACH MAN SHALL "SE HIS OWN PERSONAL PADLOCK TO LOCK OUT THE DISCONNECT SWITCH. THEREFORE, THE DISCONNECT SWITCH WILL REMAIN LOCKED OUT UNTIL THE LAST MAN HAS COMPLETED HIS WORK.
5. BREAKING A PADLOCK ON A SWITCH WITHOUT AUTHORITY MIGHT VERY EASILY BE RESPONSIBLE FOR THE DEATH OR SERIOUS INJURY OF ONE OR MORE WORKMEN.



DO'S AND **DON'TS** OF GENERAL PLANT SAFETY REGULATIONS

- 1 DO PRACTICE GOOD HOUSKEEPING, PICKUP THOSE LITTLE THINGS THAT CAN CAUSE A SLIP, TRIP OR FALL.
- 2 DO REPORT ANY UNSAFE ACT OR CONDITION IMMEDIATELY TO YOUR FOREMAN. YOUR ACTIVE SUPPORT FOR SAFETY IS FOR YOUR OWN PROTECTION
- 3 DO "SE ALL AUTHORIZED PROTECTIVE CLOTHING AND EQUIPMENT SUCH AS METATARSAL SAFETY BOOTS, EYE GLASSES, HEARING PROTECTION, HARD HATS ETC.
- 4 DO REPORT DEFECTIVE CLOTHING AND EQUIPMENT TO FOREMAN AND RETURN TO STORES.
- 5 DO SECURE LADDERS OR MAKE SURE THEY ARE HELD BY A SECOND PARTY.
- 6 DO MANUAL LIFTING IN THE RECOGNIZED MANNER.(BEND WITH KNEES AND NOT WITH THE BACK)
- 7 DO KEEP CLEAR PATHS TO FIRE EXTINGUISHERS.
- 8 DO OBEY ALL POSTED SIGNS FOR SAFETY, SPEED LIMITS, NOISE LEVELS ETC. AND OBEY ALL WARNING SIGNS.
- 9 DO SHUT OFF MACHINES AT END OF SHIFT
- 10 DO ROLL UP CABLES AND HOSES WHEN YOUR JOB IS COMPLETED OR AT THE END OF EACH SHIFT. KEEP MATERIALS CLEAR OF AISLES.
- 11 DO STAY CLEAR OF VICINITY OF PORTABLE FLASHING AMBER LIGHT. THIS SIGNIFIES THAT MAINTENANCE PERSONNEL ARE WORKING OVERHEAD IN THIS AREA.

- 12 n o GET FIRST AID FOR ANY INJURY. EVEN SMALL CUTS CAN BECOME SERIOUS IF NEGLECTED
- 13 DO FOLLOW CONFINED SPACE PROCEDURE
- 14 DO FOLLOW SAFE DECANTING FAINT PROCEDURE



- 1 DON'T INDULGE IN HORSEPLAY. PRACTICAL JOKES OFTEN END UP AS SERIOUS INJURIES
- 2 DON'T CLEAN, OIL OR ADJUST MACHINERY IN MOTION
- 3 DON'T USE COMPRESSED AIR TO CLEAN CLOTHING
- 4 DON'T POINT AIR, GAS OR OXYGEN HOSES, SCALING HAMMERS, CHIPPING HAMMERS ETC., AT OTHER EMPLOYEES
- 5 DON'T ASSUME CRANE OPERATOR CAN SEE YOU ALWAYS MOVE WELL AWAY FROM OVERHEAD LOADS.
- 6 DON'T MOVE FORKLIFT TRUCKS WITH THE PLATFORM OR LOAD IN THE ELEVATED POSITION. ALWAYS LOWER THE LOAD BEFORE MOVING.
- 7 DON'T SMOKE IN THE VICINITY OF PAINT AREAS OR ANY OTHER POSTED NO SMOKING AREA.
- 8 DON'T OPERATE ANY MACHINERY, TRUCKS OR CRANES UNLESS AUTHORIZED.
- 9 DON'T TOUCH ELECTRICAL BOXES, FUSES, UNPLUG MACHINERY, ETC., UNLESS AUTHORIZED.
- 10 DON'T TIE DOWN OR REMOVE MACHINERY GUARDS OR LEAVE A MACHINE RUNNING UNATTENDED.
- 11 DON'T CARRY DISPOSABLE BUTANE CIGARETTE LIGHTERS INTO THE PLANT. IF IGNITED BY A SPARK THESE UNITS ARE HIGHLY EXPLOSIVE.



DO'S AND **DON'TS** FOR BURNERS

- 1 DO WEAR BURNING GOGGLES, GLOVES AND SPATS AT ALL TIMES WHEN BURNING.
- 2 DO USE 5/16 HOSE FOR BURNING 3/8 HOSE FOR HEATING TORCH
- 3 DO MAKE SURE HOSE HAS FLASHBACK ARRESTORS ON BOTH ENDS BEFORE HOOKING UP TORCHES
- 4 DO CHECK CONDITION OF REGULATOR, TORCH AND HOSES CHECK ALL CONNECTIONS FOR LEAKS AT START OF SHIFT
- 5 DO ALWAYS LIGHT GAS FIRST BEFORE OPENING OXYGEN VALVE ON TORCH

DO'S AND **DON'TS** FOR BURNERS CONT'D

- 6 D O CHECK FOR COMBUSTIBLE MATERIALS IN IMMEDIATE AREA BEFORE IGNITING TORCH (PAINT, RAGS, PAINT THINNERS ETC..)
- 1 D O USE ONLY FLINT LIGHTER (AS SUPPLIED BY COMPANY) TO IGNITE. DO NOT USE WELDING ARC OR CIGARETTE LIGHTER ETC..
- 8 D O KNOW THE CORRECT PRESSURE SETTINGS AND TIP SIZES BEFORE STARTING JOB.

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- 1 DON'T USE WIRE TO CLEAN TIPS
- 2 DON'T USE HOSE LONGER THAN 100' NOR WITH MORE THAN 3 SPLICES IN 50' LENGTH.
- 3 DON'T LET SPARKS OR MOLTEN METAL FALL ON HOSES WHEN BURNING
- 4 DON'T USE GREASE OR OIL ON OXYGEN REGULATORS, VALVES OR FITTINGS
- 5 DON'T USE OXYGEN **TO** BLOW DUST OFF



WHEN USING BOTTLED FUELS

- 1 DO KEEP IN VERTICAL POSITION, PREFERABLY CHAINED ONTO CART.
- 2 DO BLOW OUT CYLINDER VALVE BEFORE ATTACHING REGULATOR
- 3 DO BE SURE TO USE CORRECT REGULATOR FOR BOTTLED FUELS
- 4 DO KEEP HEAT, FLAMES, SPARKS AWAY FROM BOTTLES
- 5 DO MAKE SURE ADJUSTING SCREW ON REGULATORS ARE OPEN BEFORE OPENING CYLINDER VALVES.
- 6 D O STAND TO SIDE OF REGULATORS WHEN OPENING CYLINDER VALVE
- 1 D O PURGE BOTH OXYGEN AND FUEL LINES BEFORE IGNITING TORCH
- 8 D O SCREW CAPS ON BOTTLES WHEN NOT IN USE

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- 1 DON'T DROP BOTTLES OR STRIKE ARC ON BOTTLES

DO'S AND **DON'TS** FOR DRILL OPERATORS

- 1 DO CLEAN UP JOB AREAS BEFORE LEAVING WORK SITE
- 2 DO SPREAD ABSORBALL AROUND ALL FLOOR SURFACES WHICH HAVE CUTTING OIL ON THEM
- 3 DO USE CAUTION WHEN SWINGING DRILL BOOM INTO POSITION. ENSURE SWING PATH IS FREE FROM ALL OBSTACLE BOTH FIXED AND HANGING
- 4 DO ENSURE THAT WORKPIECE IS SECURELY ANCHORED BEFORE DRILLING
- 5 DO CHECK DRILL SPEED AND FEED CHART TO CORRECT SETTING BEFORE STARTING JOB
- 6 DO CHECK MATERIAL GRADE BEFORE DRILLING E.G., MAY BE HIGHLY HARDENABLE AND CAUSE DRILL BIT TO BREAK OR STICK RESULTING IN A SERIOUS INJURY
- 7 DO WEAR ARM PROTECTORS OVER SLEEVES AND SPATS OVER PANTLEGS

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- 1 DON'T CLEAN DRILL TAILING WHEN DRILL IS ROTATING
- 2 DON'T DRILL WITHOUT USING CUTTING FLUID (VAPOUR DRILL EXCLUDED)
- 3 DON'T CHANGE SPEED OR FEED RATE UNTIL FEED AND ROTATION HAS STOPPED
- 4 DON'T WEAR LOOSE CLOTHING, WRIST WATCHES, JEWELRY ETC.. WHEN WORKING NEAR DRILL
- 5 DON'T USE COMPRESSED AIR TO CLEAR OFF DRILL SHAVINGS
- 6 DON'T HAMMER DRILL BITS INTO SLEEVES



DO'S AND **DON'TS** FOR PUNCH OPERATORS

- 1 DO CHECK CAPACITY CHARTS PROVIDED TO ENSURE PUNCHING OPERATIONS ARE NOT EXCEEDING MACHINE CAPACITY
- 2 DO ENSURE ALL GUARDS ARE IN PLACE BEFORE COMMENCING WORK
- 3 DO ENSURE PUNCH STEM IS SECURE AND IS PROPERLY LINED UP WITH DIE BUTTON
- 4 DO PERIODICALLY CHECK PUNCH AND DIE FOR WEAR, CRACKS ETC.
- 5 DO OPEN MAIN DISCONNECT AND TURN OFF AIR SUPPLY WHEN CHANGING PUNCHES AND DIES.

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- 1 DON'T PUNCH MATERIAL THICKER THAN THE DIAMETER OF THE PUNCH STEM
- 2 DON'T REMOVE ANY GUARDS

DO'S AND **DON'TS** FOR WELDERS

- 1 DO WEAR WELDING HELMET AND GLASS OF CORRECT SHADE WHEN WELDING
- 2 DO WEAR SAFETY GLASSES, SPATS AND ARM PROTECTORS WHEN WELDING
- 3 DO ROLL UP WELDING CABLE WHEN YOUR JOB IS COMPLETED OR AT THE END OF EACH SHIFT
- 4 DO RETURN ALL UNUSED ELECTRODE AT THE END OF EACH SHIFT
- 5 DO REPORT DAMAGED WELDING EQUIPMENT AT ONCE
- 6 DO USE EXHAUST SYSTEM WHENEVER PRACTICAL

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- 1 DON'T WORK WITH FRAYED OR DAMAGED WELDING CABLES
- 2 DON'T WELD ON ANY STRUCTURE OR PIECE OF EQUIPMENT OR MACHINERY WITHOUT CHECKING THE GROUND
- 3 DON'T USE CO2 GUNS TO PULL THE WIRE FEEDER
- 4 DON'T THROW PIECES OF CO2 WIRE ON THE FLOOR
- 5 DON'T WORK WITH TORN OR BADLY WORN GLOVES OR CLOTHING
- 6 DON'T WELD ON LOADS SUSPENDED FROM A CRANE
- 7 DON'T ALLOW THE ELECTRODE TO COME IN CONTACT WITH THE GROUND WHILE THE MACHINE IS NOT IN USE
- 8 DON'T WELD WHEN STANDING IN WATER
- 9 DON'T FUSE WIRE STUBS TO SKIDS, USE WIRE CUTTERS PROVIDED TO SNIP STUBS



SAFETY INSTRUCTIONS FOR  
CRANE OPERATORS AND **CHAINMAN**

NEVER PASS A LOAD OVER THE HEAD OF ANYONE! USE YOUR WARNING WHISTLE TO SIGNAL MEN WORKING NEARBY OF AN ONCOMING LOAD. USE CLEAR AND PROPER SIGNALS

USE PROPER SIZE CHAIN FOR THE LOAD TO BE LIFTED. IF YOU DO NOT KNOW THE PROPER SIZE CHAIN FOR THE LOAD CHECK THE LOAD CHARTS THROUGHOUT THE PLANT. IF YOU DO NOT KNOW THE WEIGHT OF THE PIECE ASK YOUR FOREMAN. NEVER LIFT BEYOND THE CAPACITY OF THE CRANE OR CHAIN

SAFETY INSTRUCTIONS FOR  
CRANE OPERATORS AND CHAINMAN CONT'D

IT IS DANGEROUS TO LOAD THE POINT OF A HOOK ALWAYS BE SURE THE LOAD IS PROPERLY SEATED. DO NOT ATTEMPT TO TURN BEAMS USING ONLY THE TIP OF THE HOOK

IMPROPER 'HITCHES' ARE DANGEROUS TO LIFE AND PROPERTY EVEN THOUGH THE CHAIN BEING USED IS IN PERFECT CONDITION AND RATED TO LIFT THE LOAD WITH EASE. TWISTS, KNOTS OR KINKS IN CHAIN CAUSE STRESSES WHICH MAY RESULT IN FAILURE OF THE CHAIN EVEN AT SOME LATER DATE WHEN A COMPARATIVELY LIGHT LOAD MAY BE SUSPENDED WITH A PROPER 'HITCH'

BEFORE LIFTING - BE SURE THAT EACH BRANCH OF THE CHAIN IS FREE FROM TWISTS OR KINKS... THAT LOAD IS PROPERLY SEATED IN THE HOOK NOT ON THE POINT... THAT CHAIN IS FREE FROM NICKS OR DAMAGE RESULTING FROM PREVIOUS ABUSE. REPORT ANY DEFECTS TO YOUR FOREMAN.

AVOID DAMAGING IMPACT LOADS CAUSED BY SUDDEN JERKING WHEN LIFTING OR LOWERING... AVOID CRUSHING CHAIN WHEN LOWERING LOADS... WHEN CHAIN MUST BE WRAPPED AROUND A SHARP CORNER, THE USE OF PADS WILL PREVENT SERIOUS DAMAGE TO INDIVIDUAL LINKS.

AVOID UNBALANCED LOADS. IF HOOKS ARE BEYOND THE REACH OF ONE MAN, ADDITIONAL HELP SHOULD BE PROVIDED. NEVER FORCE A HOOK OR CHAIN INTO PLACE BY HAMMERING. TAG LINES MUST BE USED WHERE NECESSARY TO PREVENT THE ROTATION OR OTHER UNCONTROLLED MOTION OF LOADS

8. USE SPECIAL LIFTING DEVICES SUCH AS PLATE GRABS AND MAGNETS ONLY FOR THE PURPOSE THEY WERE INTENDED. WHEN USING A MAGNET, MAKE SURE THE SURFACE OF IT AND THE PLATE TO BE LIFTED ARE CLEAN AND FREE OF OIL AND GREASE. RETURN SPECIAL LIFTING DEVICES TO THE PROPER PLACE AFTER USE

NEVER LEAVE LOADS SUSPENDED WHEN UNATTENDED

SAFETY INSTRUCTIONS FOR  
CRANE OPERATORS AND **CHAINMAN CONT'D**

10. ENSURE RADIO CONTROL TRANSMITTER NUMBER CORRESPONDS WITH CRANE TO BE OPERATED. NEVER LEAVE RADIO CONTROL TRANSMITTER UNATTENDED. AT THE END OF THE SHIFT RETURN AND SECURE RADIO CONTROL TRANSMITTER TO DESIGNATED STORAGE. NEVER OPERATE MORE THAN ONE RADIO CONTROL TRANSMITTER AT A TIME
11. THE HOST LIMIT SWITCH MUST NOT BE USED AS AN OPERATING CONTROL. THESE SWITCHES ARE FOR EMERGENCY USE ONLY. ALL LOADS LIFTED MUST BE STOPPED MANUALLY BEFORE SWITCH IS ENGAGED.
12. TO ENSURE STABILITY OF A STRUCTURE, THE RELOCATION OF CENTRE OF GRAVITY, DUE TO THE ADDITION OR REMOVAL OF MATERIAL MUST BE TAKEN INTO CONSIDERATION WHEN DETERMINING THE LOCATION OF SUPPORTS PRIOR TO ANY WORK OR REWORK BEING CARRIED OUT ON ANY STRUCTURE.
13. ALL CRANE OPERATORS, AFTER THEY HAVE DETERMINED THE BALANCE POINT OF A LOAD ARE TO CONTINUE TO MARK THE CENTRE OF GRAVITY ON THE PIECE.
14. ALL MATERIAL STORED SHALL HAVE THE CENTRE OF GRAVITY LOCATED CLOSE TO THE MIDDLE OF THE SUPPORTS POINTS. MATERIAL BEYOND THE SUPPORT POINTS SHALL BE SECURED BY WOOD BLOCKING AT THE END OF OVERHANGS
15. THE WEIGHT OF ANY STRUCTURE EXCEEDING EIGHT (8) TONS SHALL HAVE THE WEIGHT MARKED ON THE PIECE BESIDE THE "PIECE MARK"

NOTE: WINTER HOURS OF OPERATION FOR CRANE DOORS PLANT #1

THE NORTH CRANE DOORS (MAIN MATERIAL, DETAIL AREA AND NORTH POLE SHOP) ARE TO BE OPENED DURING ODD HOURS





DAY	NIGHT
07.30 to 00	05.00 06.00
09.00 10.00	07.00 08.00
11.00 12.00	09.00 10.00
01.00 02.00	11.00 12.00

THE SOUTH CRANE DOORS (EAST ASSEMBLY, PAINT BAY AND SOUTH POLE SHOP) ARE TO BE OPENED ONLY DURING EVEN HOURS

DAY	SIGHT
08.00 09.00	04.00 05.00
10.00 11.00	06.00 07.00
12.00 01.00	08.00 09.00
02.00 03.00	10.00 11.00
	12.00 12.30

IT IS THE CRANE OPERATOR'S RESPONSIBILITY TO ENSURE THAT THE CRANE DOORS ARE OPENED ONLY DURING ALLOTTED HOURS

SAFE WORKING LOADS **DOUBLE SLING LOADS**

CHAIN SIZE	 90 DEG	 60 DEG	 45 DEG	 30 DEG
	MAXIMUM	CAPACITY	IN TONS	
3/8"	5	4-1/2	3-1/2	2-1/2
1/2"	8-1/2	1-1/2	6	4
5/8"	12-1/2	10-1/2	7	6
3/4"	17-1/2	15	12	8-1/2
7/8"	21-1/2	18-1/2	15-1/2	11
1	29	25	20-1/2	14-1/2
1-1/4"	43	37-1/2	30-1/2	21-1/2



SAFE OPERATION OF WALL HOISTS AND GANTRY CRANES

1. COMPETENT PERSONNEL ONLY TO OPERATE WALL HOIST OR GANTRY CRANES
2. WORKERS MUST NEVER PASS UNDER ANY LOAD, NOR PASS A LOAD OVER THE HEAD OF ANYONE
3. WORKERS MUST KEEP CLEAR OF ALL MOVING OR SWINGING LOADS
4. OPERATORS MUST MAKE SURE THERE IS ADEQUATE CLEARANCE AROUND HIMSELF, FELLOW EMPLOYEES AND NEIGHBORING STOCK PILES, MACHINERY ETC., WHEN LIFTING OR TRANSPORTING A LOAD
5. NEVER STAND IN THE PATH OF A TRAVELING LOAD, ALWAYS STAND ON OPPOSITE SIDE OF TRAVEL WHEN CONTROLLING OR DIRECTING A LOAD. WHEN TURNING A BEAM, THE OPERATOR MUST MAKE SURE HE STANDS ON THE OPPOSITE DIRECTION OF ROTATION
6. BEFORE LIFTING A LOAD BE SURE THAT YOU HAVE VISUALLY CHECKED THE WIRE ROPE AND LIFTING EQUIPMENT FOR PREVIOUS ABUSE. STOP OPERATION AND REPORT ANY DEFECTS SUCH AS PECULIAR NOISE, KINKED OR TWISTED CABLES, EXCESSIVE DRIFT, BROKEN STRANDS IN WIRE ROPE, JERKY OPERATION OR OBVIOUSLY DAMAGED PARTS TO YOUR FOREMAN.
7. IT IS DANGEROUS TO LOAD THE POINT OF A HOOK. ALWAYS BE SURE THE LOAD IS PROPERLY SEATED IN THE SADDLE OF THE HOOK. DO NOT ATTEMPT TO TURN BEAMS USING ONLY THE TIP OF THE HOOK.
8. THE HOIST LIMIT SWITCH MUST NOT BE USED AS AN OPERATING CONTROL. THESE SWITCHES ARE FOR EMERGENCY USE ONLY. ALL LOADS LIFTED MUST BE STOPPED MANUALLY BEFORE THIS SWITCH IS ENGAGED
9. USE SPECIAL LIFTING DEVICES SUCH AS PLATE GRABS AND MAGNETS ONLY FOR THE PURPOSE THEY WERE INTENDED. RETURN SPECIAL LIFTING DEVICES TO THEIR PROPER PLACE AFTER USE.
10. CENTRE THE HOIST OVER THE LOAD BEFORE LIFTING. DO NOT SIDE, PULL OR END PULL, BALANCE LOAD PROPERLY BEFORE HANDLING.
11. DO NOT LEAVE THE LOAD SUSPENDED IN THE AIR UNATTENDED
12. DO NOT LOAD BEYOND THE RATED CAPACITY. THE IMMEDIATE DANGER IS THE POSSIBLE FAILURE OF SOME LOAD CARRYING PARTS. OVERLOADING MIGHT ALSO START A DEFECT WHICH COULD LEAD TO SOME FUTURE FAILURE...EVEN AT LESS THAN RATED CAPACITY.

SAFE OPERATION OF WALL HOISTS AND GANTRY CRANES CONT'D

13. ALWAYS 'INCH' THE HOIST INTO THE LOADS. RUNNING INTO THE LOAD AT FULL HOIST SPEED IMPOSES EXCESSIVE OVERLOAD ON THE HOIST. HOWEVER, DO NOT JOG CONTROLS UNNECESSARILY AS THIS CAN LEAD TO OVER-HEATING OF THE MOTOR.
14. DO NOT USE CHAIN OR WIRE ROPE AS A GROUND FOR WELDING, USE PROVIDED GROUND EXTENSION. NEVER TOUCH A LIVE WELDING ELECTRODE TO THE CHAIN OR WIRE ROPE, OR ANY LOAD IN CONTACT WITH THE CHAIN OR ROPE.
15. DO NOT USE ANY OVERHEAD MATERIALS HANDLING EQUIPMENT FOR HANDLING PERSONNEL.

PLANT RULES

IF YOU ARE UNABLE TO REPORT FOR WORK DUE TO ANY REASON, YOU MUST REPORT YOUR ABSCENCE BY PHONE TO THE FIRST AID CENTRE.

CALL (416) 675 6408

ANY EMPLOYEE RETURNING TO WORK FOLLOWING AN ABSENCE DUE TO A WORK RELATED INJURY MUST HAVE A DOCTOR'S CERTIFICATE OR A LETTER FROM THE W.S.I BOARD STATING HE IS FIT TO RETURN TO WORK. SUCH DOCUMENT MUST BE PRESENTED TO THE CANRÓN FIRST AID CENTRE BEFORE ANY EMPLOYEE WILL BE ALLOWED TO RETURN TO WORK.

SIMILARLY, IF AN EMPLOYEE HAS BEEN ABSENT FOR MORE THAN FIVE (5) DAYS DUE TO ILLNESS OR A NON-WORK RELATED INJURY, HE ALSO MUST PRESENT TO THE FIRST AID CENTRE A DOCTOR'S CERTIFICATE STATING HE IS FIT TO RETURN TO WORK

ANY EMPLOYEE WHO IS ABSENT DUE TO ILLNESS, INJURY OR ANY OTHER REASON SHALL KEEP THE COMPANY ADVISED OF HIS CURRENT PERMANENT ADDRESS AND THE ANTICIPATED RETURN TO WORK DATE. ANY EMPLOYEE ABSENT FOR MORE THAN ONE (1) WEEK WILL GIVE THE COMPANY NOTICE THE DAY PRIOR TO RETURNING TO WORK

## MAJOR OFFENCES

ANY EMPLOYEE COMMITTING ANY OF THE OFFENCES LISTED BELOW WILL BE SUBJECT TO DISMISSAL WITHOUT NOTICE. HOWEVER, IN ORDER TO PROTECT AN EMPLOYEE AGAINST LOSING HIS JOB UNFAIRLY, THE CIRCUMSTANCES SURROUNDING THE FOLLOWING WILL BE INDIVIDUALLY CONSIDERED AND LESSER DISCIPLINARY ACTION MAY BE TAKEN.

1. CONDUCT WHICH VIOLATES THE COMMON DECENCY OR MORALITY OF THE COMMUNITY
2. ASSAULTING A FELLOW EMPLOYEE
3. STEALING FROM A FELLOW EMPLOYEE OR THE COMPANY, OR BEING AN ACCESSORY THERETO, OR OBTAINING MATERIAL AT THE STORES OR ANY OTHER PLACE ON FRAUDULENT ORDERS.
4. WILLFUL NEGLIGENCE OR CARELESSNESS RESULTING IN DAMAGE TO THE PROPERTY OF A FELLOW EMPLOYEE OR THE PROPERTY OF THE COMPANY
5. WILLFUL VIOLATION OF NORMAL SAFE PRACTICES THUS ENDANGERING SELF OR FELLOW EMPLOYEES.
6. MAKING FALSE STATEMENTS OR WITHHOLDING VITAL INFORMATION WHEN APPLYING FOR EMPLOYMENT OR A FALSIFICATION OF EVIDENCE WHEN OFFICIAL INVESTIGATIONS ARE BEING CONDUCTED
7. INSUBORDINATION, WHICH INCLUDES REFUSAL TO DO LEGITIMATE WORK
8. FAILURE TO REPORT AT WORK WITHOUT NOTICE AND PERMISSION FROM IMMEDIATE FOREMAN, EXCEPT IN CASE OF SICKNESS OR CAUSE BEYOND CONTROL, OF A CHARACTER THAT PREVENTS GIVING NOTICE.
9. CONCEALING FROM THE PROPER AUTHORITIES AN INFECTIOUS DISEASE WHICH MAY ENDANGER FELLOW EMPLOYEES.
10. LEAVING PLACE OF WORK WITHOUT PERMISSION
11. SLEEPING WHILE ON DUTY
12. OFFERING OR RECEIVING MONEY OR OTHER VALUABLE CONSIDERATION IN EXCHANGE FOR A JOB BETTER WORKING PLACE, OR ANY CHANGE IN WORKING CONDITIONS.
13. BRINGING, HAVING OR CONSUMING ON COMPANY PROPERTY INTOXICATING BEVERAGES OR ILLEGAL DRUGS.
14. REPORTING TO WORK INTOXICATED

MAJOR OFFENCES CONT'D

15. INTIMIDATION OR COERCION OF ONE EMPLOYEE BY ANOTHER EMPLOYEE BECAUSE OF MEMBERSHIP OR NON-MEMBERSHIP IN ANY CHURCH SOCIETY, FRATERNITY, UNION OR OTHER ORGANIZATION.
16. GAMBLING OR CONDUCTING LOTTERIES ON THE COMPANY PROPERTY, OR PLAYING GAMES DURING WORKING HOURS
17. PUNCHING OR ASKING AN EMPLOYEE TO PUNCH ANOTHER EMPLOYEE'S TIME CARD
18. CARRYING ON ANY BUSINESS INVOLVING THE BUYING, SELLING OR LENDING OF GOODS OR SERVICES ON COMPANY PROPERTY
19. SMOKING IN RESTRICTED AREAS.
20. VIOLATION OF RULES OF A MAJOR NATURE WHICH ARE POSTED ON COMPANY BULLETIN BOARDS.

MINOR OFFENCES

ANY EMPLOYEE COMMITTING THE OFFENCES LISTED BELOW WILL BE SUBJECT TO DISCIPLINE IN THE FOLLOWING MANNER

WRITTEN WARNING, WRITTEN FINAL WARNING, SUSPENSION, DISCHARGE

1. PERSISTENT FAILURE TO ACCURATELY COMPLETE JOB COST CARD FOR THE JOBS ON WHICH THE EMPLOYEE IS WORKING
2. POOR ATTENDANCE RECORD INCLUDING THE FOLLOWING  
FAILURE TO PUNCH TIME CARD WHEN LEAVING AND/OR RETURNING TO COMPANY PROPERTY.  
ABUSE OF THE TEN (10) MINUTE REST PERIOD OBSERVED DURING THE FIRST HALF OF EACH SHIFT  
FAILURE TO BE AT PROPER WORK STATION AT REGULAR WORKING TIMES  
REPEATED LATENESS OR ABSENTEEISM

ALL WARNINGS WILL BE REMOVED FROM AN EMPLOYEE'S RECORD AS THE EMPLOYEE HAS 12 MONTHS 'CLEAN SLATE' FROM THE DATE OF THE LAST OCCURRENCE. HOWEVER, SUSPENSIONS REMAIN ON THE RECORD.

ACKNOWLEDGMENT

I HAVE READ AND UNDERSTOOD THE SAFETY REGULATIONS AND PLANT RULES AS OUTLINED IN THE COLLECTIVE AGREEMENT AND WILL ABIDE BY THEM. I ALSO UNDERSTAND THAT MY SIGNATURE HEREWITH IN NO WAY EFFECTS MY POSITION SHOULD I HAVE AN ACCIDENT INSOFAR AS THE W.S.I.B. COMPENSATION PROVISIONS ARE CONCERNED.

\_\_\_\_\_  
SIGNATURE OF WORKMAN \_\_\_\_\_

CLOCK NUMBER \_\_\_\_\_

WITNESS \_\_\_\_\_

**CANRON** CONSTRUCTION CORP. EAST  
TORONTO PLANT  
**2000** HEALTH AND SAFETY PROGRAM  
**GOALS AND GUIDELINES**

## **2000 HEALTH AND SAFETY PROGRAM GOALS AND GUIDELINES**

THE HEALTH, SAFETY AND WELL-BEING OF OUR EMPLOYEES IS ESSENTIAL TO THE SUCCESS OF OUR BUSINESS. WITH A HEALTHY WORK FORCE AND A SAFE WORKING ENVIRONMENT, WE AS A TEAM WILL PROVIDE OUR CUSTOMERS WITH THE BEST PRODUCT IN A COST EFFECTIVE MANNER.

INCIDENTS AND ACCIDENTS IN OUR WORKPLACE HAVE AN IMPACT ON ALL OF US. THEY IMPACT US DIRECTLY THROUGH PERSONAL INJURY, PAIN AND SUFFERING. THEY ALSO IMPACT ON US FINANCIALLY THROUGH DECREASES IN PRODUCTIVITY, MORALE, SERVICE DELIVERY, DOWNTIME AND CHARGES OR PENALTIES.

WE ALL MUST TAKE A PROACTIVE APPROACH TO HEALTH AND SAFETY ISSUES. WE WILL BE INCREASING OUR ATTENTION TO HEALTH AND SAFETY STANDARDS AND IMPLEMENTING, WITH THE ASSISTANCE OF OUR JOINT HEALTH AND SAFETY COMMITTEE (JHSC,) MANY INITIATIVES TO RECOGNIZE, EVALUATE AND CONTROL ALL POTENTIAL DOWNGRADING HAZARDS/DEFICIENCIES.

### **2000 HEALTH AND SAFETY PROGRAM GOALS**

- I. ENCOURAGE ACTIVE PARTICIPATION FROM ALL EMPLOYEES IN THE DEVELOPMENT OF AN EFFECTIVE AND EFFICIENT HEALTH AND SAFETY PROGRAM.
2. REASSESS WORK ACTIVITIES, REVIEW JOB HAZARD ANALYSIS DOCUMENTS AND IMPLEMENT SAFE WORK PROCEDURES TO CONTROL ALL IDENTIFIED HAZARDS.
3. JOB TRAINING WILL BE A KEY ITEM OF THE 2000 HEALTH AND SAFETY PROGRAM, WE PLAN TO INCREASE EMPLOYEE AWARENESS THROUGH THE DEVELOPMENT OF SAFE OPERATING PROCEDURES AND TRAINING PROGRAMS (E.G. WHMIS, EMPLOYEES DUTIES AND RESPONSIBILITIES, ENERGY CONTROL/LOCKOUT/TAGOUT, MOBILE POWER EQUIPMENT (RE)

CERTIFICATION, EMERGENCY RESPONSE PLAN, ETC.). IN ADDITION, THE SAFETY ORIENTED FIRST AID AND CPR COURSE WILL AGAIN BE MADE AVAILABLE TO PLANT PERSONNEL ON A VOLUNTARY BASIS.

ENSURE ALL INCIDENTS ARE INVESTIGATED AND ALL NECESSARY STEPS ARE TAKEN TO PREVENT A RECURRENCE

ENHANCE THE UNDERSTANDING OF AND EFFECTIVENESS OF OUR EARLY SAFE RETURN TO WORK PROGRAM

HEALTH AND SAFETY PROGRAM GUIDELINES

THE HEALTH AND SAFETY COMMITTEE WILL BE COMPOSED OF THE FOLLOWING MEMBERS'

- SAFETY REPRESENTATIVES FROM THE HOURLY PAID EMPLOYEES IN EACH DEPARTMENT
- REPRESENTATIVES FROM THE EMPLOYEES' ASSOCIATION OF CANRON CONSTRUCTION CORP. EAST
- CERTIFIED MEMBER FROM THE HOURLY PAID EMPLOYEES
- CERTIFIED MEMBER FROM THE MANAGEMENT STAFF
- ALL PLANT FOREMEN AND LEADHANDS
- PLANT MANAGEMENT STAFF

ALL NEW HIRES, BEFORE STARTING WORK, WILL BE GIVEN A COPY OF, AND INTRODUCED TO, CANRON'S HEALTH AND SAFETY GUIDELINES PROGRAM BY THE FIRST AID ATTENDANT. AS PART OF THE WORKER'S ORIENTATION, THE FIRST AID ATTENDANT WILL ALSO DISCUSS THE PLANT SAFETY REQUIREMENTS AS OUTLINED IN THE COLLECTIVE AGREEMENT. EACH NEW EMPLOYEE IS ASKED TO SIGN THE ACKNOWLEDGMENT SHEET STATING THAT HE/SHE HAS READ, UNDERSTANDS AND WILL ABIDE BY THESE GENERAL SAFETY RULES.

ANY EMPLOYEE WHO IS REQUIRED TO USE OR OPERATE EQUIPMENT, MACHINERY OR A DEVICE, MUST SUCCESSFULLY COMPLETE THE ESTABLISHED TRAINING PROGRAM FOR OPERATION OF THAT SPECIFIC PIECE OF EQUIPMENT.



UNDER NO CIRCUMSTANCES IS AN EMPLOYEE TO PROCEED WITH A WORK OPERATION OR ACTIVITY UNLESS HE/SHE HAS BEEN TRAINED (COMPETENT) AND IS AUTHORIZED TO PERFORM THAT WORK.

2. IT WILL BE REINFORCED TO ALL EMPLOYEES THAT IF THEY HAVE A SAFETY SUGGESTION OR ANY PROBLEM CONCERNING SAFETY, THEY SHOULD DISCUSS IT WITH THEIR IMMEDIATE FOREMAN (THE INTERNAL RESPONSIBILITY SYSTEM). IF HE IS NOT AVAILABLE, THE HEALTH AND SAFETY COMMITTEE REPRESENTATIVE OF THE DEPARTMENT SHOULD BE INFORMED OF THE SITUATION.

IF, AFTER THE CONCERN HAS BEEN REPORTED, NO ACTION HAS BEEN TAKEN, OR A SATISFACTORY EXPLANATION GIVEN, THE EMPLOYEE SHOULD REPORT THE CONCERN TO THE EMPLOYEE'S CERTIFIED HEALTH AND SAFETY REPRESENTATIVE (NUNZIO DICHIO). HE IN TURN WILL FORWARD THE CONCERN TO THE APPROPRIATE MANAGEMENT PERSONNEL.

A SUGGESTION BOX IS MOUNTED IN THE CAFETERIA FOR ANONYMOUS HEALTH AND SAFETY SUGGESTIONS.

3. A MONTHLY HEALTH AND SAFETY COMMITTEE MEETING WILL BE HELD ON THE FIRST TUESDAY OF EACH MONTH.

THE MINUTES OF HEALTH AND SAFETY COMMITTEE MEETINGS AND RELEVANT INFORMATION TABLED AT THE MEETING WILL BE POSTED ON THE PLANT HEALTH AND SAFETY BULLETIN BOARD.

IT WILL BE THE RESPONSIBILITY OF THE INDIVIDUAL FOREMAN TO ENSURE THAT HIS DEPARTMENT'S NOTICE BOARD IS KEPT UP-TO-DATE WITH THE CURRENT NUMBER OF ACCIDENT-FREE DAYS (STATISTICS SUPPLIED BY THE FIRST AID ATTENDANT UPDATE MONTHLY).

4. THE PLANT SUPERINTENDENT, THE EMPLOYEES' ASSOCIATION PRESIDENT (OR THEIR APPOINTED REPRESENTATIVE) THE FIRST AID ATTENDANT, AND OTHER PERSONNEL, WILL CONDUCT A MONTHLY, PREPLANNED, WORK PLACE SAFETY INSPECTION TOUR OF THE PLANT/ FACILITY.

A COPY OF THE MONTHLY WORKPLACE INSPECTION REPORT WILL BE FORWARDED TO THE FOREMAN WHEN DEFICIENCIES ARE NOTED IN HIS AREA. THE FOREMAN WILL BE RESPONSIBLE TO CORRECT, OR INITIATE CORRECTIVE MEASURES TO ADDRESS, ALL DEFICIENCIES NOTED. IF REPAIRS ARE REQUIRED BY THE MAINTENANCE DEPARTMENT, THE FOREMAN WILL MAKE OUT A "REPAIR REQUISITION" AND FORWARD IT TO THE MAINTENANCE DEPARTMENT. THE FOREMAN IS ALSO RESPONSIBLE TO ENSURE THE WORK IS COMPLETED.

THE DEFICIENCIES NOTED DURING THE MONTHLY WORKPLACE INSPECTIONS AND THE RESULTING CORRECTIVE MEASURES WILL BE DISCUSSED AT THE HEALTH AND SAFETY COMMITTEE MEETING AND A COPY OF THE REPORT WILL BE POSTED ON THE HEALTH AND SAFETY BULLETIN BOARD.

5. A THOROUGH INVESTIGATION AND REPORT IS TO BE MADE FOR ALL ACCIDENTS, OR NEAR-INCIDENTS, BY THE APPROPRIATE FOREMAN. THE HEALTH AND SAFETY COMMITTEE REPRESENTATIVE FOR THE AREA MAY BE ASKED TO ASSIST WITH THE INVESTIGATION. IF NECESSARY, AN EMERGENCY MEETING OF THE DEPARTMENT(S) INVOLVED SHOULD BE HELD TO ADDRESS ANY MAJOR SAFETY MESSAGES OR CORRECTIVE MEASURES ARISING FROM THE INVESTIGATION.

ALL INCIDENTS THAT REQUIRE OFF-SITE MEDICAL VISITS OR WHICH RESULT IN A LOST TIME INJURY (WHERE THE WORKPLACE SAFETY AND INSURANCE BOARD (WSIB, THE BOARD) BECOMES INVOLVED) ARE TO BE INVESTIGATED IN DETAIL TO ENSURE THAT THE WSIB CLAIM IS ADDRESSED IN A TIMELY FASHION.

ALL INVESTIGATION REPORTS WILL BE REVIEWED BY THE HEALTH AND SAFETY COMMITTEE DURING THEIR MONTHLY MEETING.

AN EMPLOYEE RETURNING TO WORK FOLLOWING A LOST TIME INJURY (AN ABSENCE DUE TO A WORK RELATED INJURY OR ACCIDENT) MUST HAVE A DOCTOR'S CERTIFICATE, OR A LETTER FROM THE BOAR" STATING:

- THAT HE/SHE IS FIT TO RETURN TO THEIR REGULAR DUTIES
- THE TYPE OF MODIFIED/ACCOMMODATED WORK THAT IS TO BE PERFORMED
- WHAT WORK RESTRICTIONS ARE TO BE OBSERVED AS PART OF THE EARLY SAFE RETURN TO WORK PROGRAM

SUCH DOCUMENTATION MUST BE PRESENTED TO THE CANRON MEDICAL AID CENTRE BEFORE AN EMPLOYEE RETURNS TO WORK.

SIMILARLY, IF AN EMPLOYEE HAS BEEN ABSENT FOR MORE THAN FIVE (5) DAYS DUE TO ILLNESS OR A NONWORK RELATED INJURY, HE ALSO MUST PRESENT TO THE MEDICAL AID CENTRE A DOCTOR'S CERTIFICATE STATING THAT HE/SHE IS FIT TO RETURN TO REGULAR DUTIES.

		
Nunzio DiGhio JHSC Worker Certified Member	Gino Esposito JHSC Co-chair	John Kozurno Location Safety Coordinator

**CANRON INC.  
EASTERN STRUCTURAL DIVISION**

**HOURLY RATED**

**GROUP INSURANCE AND RETIREMENT PLANS**

AS OUTLINED IN  
**THE**  
COLLECTIVE AGREEMENT  
BETWEEN

**CANRON INC.**  
EASTERN STRUCTURAL DIVISION

AND

THE EMPLOYEES ASSOCIATION  
OF **CANRON INC.**

**JULY 13, 1997 TO JULY 12, 1999**

**RECEIVED**  
JUN 30 1998

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Or

## **GROUP BENEFIT COVERAGE**

The **Canron** Group Insurance plan will provide as follows, effective October **28, 1997**.

Your Survivor Benefits provide financial protection for your beneficiary in the event of your death. From the first day of the calendar month following sixty (**60**) calendar days of employment, you are covered with:

**LIFE INSURANCE** in the event of your death from any cause, and

**ACCIDENTAL DEATH AND DISMEMBERMENT (AD&D)** insurance if you die as a result of a non-occupational accident.

You may name anyone you choose as your beneficiary and you may change your beneficiary at any time, subject to applicable laws.

### **LIFE INSURANCE**

You are covered for **\$30,000**.

#### **COST**

The Company pays the full cost for you.

#### **COVERAGE DURING DISABILITY**

Should you become totally disabled prior to age **65**, your life insurance will remain in force at no cost to you. However, you will be required to submit acceptable proof of continuing total disability to the insurance **company**.

#### **TERMINATION OF INSURANCE**

If you leave the Company before retirement, your life insurance coverage will cease **31** days after you terminate your employment. However, regardless of your condition of health, you may apply during this period to convert up to the full amount of your individual policy offered by the insurance company underwriting this plan. The amount of your premium will be based on your age at the time of conversion.

#### **RETIREMENT INSURANCE**

When you reach normal retirement age or if you retire earlier, your coverage will be reduced to **\$5,000**.

## **ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE**

The accidental death and dismemberment (AD&D) insurance plan provides benefits if you die as a result of a non-occupational accident, or if you lost your sight, speech, hearing or limb or suffer paralysis as a result of an accident, provided the loss occurs within **365** days of the accident. This coverage is provided in addition to your life insurance coverage.

### **COST**

The Company pays the full cost of your AD&D insurance coverage.

### **DEATH BENEFIT**

If you die as a result of a non-occupational accident, your beneficiary will receive **\$30,000**.

### **DISMEMBERMENT BENEFIT**

If you suffer other losses as a result of a non-occupational accident, you will receive all or part of your AD&D insurance as per the examples below:-

- Loss: Both hands, **\$30,000.** Covers Non-occupational accidents only  
both feet or sight  
of both eyes or any  
two of these members
  
- Loss: one hand or **15,000.** Covers Non-occupational accidents only  
one foot or sight of  
one eye

For specific loss accident indemnity refer to the terms of the Master Insurance Contract.

Written proof of loss must be furnished to the insurer within ninety (**90**) days after the date of such loss, but in no event later than one (**1**) year after the date of the accident.

### **COVERAGE DURING DISABILITY**

If you become totally disabled, your AD&D Insurance coverage will remain in force for one (**1**) year from the date of disability.

### **TERMINATION OF INSURANCE**

Your AD&D Insurance coverage ceases when you retire or otherwise terminate your employment.

Your AD&D Insurance coverage continues for three (**3**) months from date of layoff and six (**6**) months from the date of leave of absence.

### **OTHER DEATH BENEFITS**

Your eligible survivors may qualify for monthly income from the **Canron** Retirement Plan and/or the Canada/Quebec pension plan in the event of your death from any cause and from Workers' Compensation if you die as a result of an illness or injury arising out of your work. Further details about Government Benefits are available in pamphlets provided by the Federal and Provincial Governments.



## **SUPPLEMENTARY HEALTH PLAN**

The Company's Supplementary Health Plan helps pay for personal and family medical expenses not covered by Provincial Health Insurance Plans. The Plan provides the following three benefits:

- **A HOSPITAL BENEFIT**
- **VISION CARE PLAN - EMPLOYEES ONLY**
- **A MAJOR MEDICAL BENEFIT**

### **ELIGIBILITY**

Coverage for you and your eligible dependents begins on the first day of the calendar month following sixty (60) calendar days of employment.

Your eligible dependents include:

- Your spouse or common-law spouse
- Your unmarried dependent children up to age 19 (or 23 if full time students.)
- physically or mentally handicapped children, regardless of age, who are totally dependent on you

### **COST**

The Company pays the full cost of Supplementary Health Plan Coverage for you and your eligible dependents.

### **HOSPITAL BENEFIT**

If you or your eligible dependent is **hospitalized** the Plan will pay the difference between the cost of the average standard ward and semi-private accommodation.

No deductible applies.

### **VISION CARE - EMPLOYEES ONLY**

The Company agrees to provide a Vision Care Plan which will have the following coverage:

Vision Care expenses for the following supplies recommended by a legally qualified ophthalmologist or optometrist:

One set of single vision, bifocal or trifocal lenses and frames required to accommodate such lenses

The Plan will **pay** a maximum of **\$75.00** once during the term of the collective agreement for employees only.

No benefits are payable for:

- sunglasses or tinted glasses with a
- tint other than number one;
- anti-reflective coatings;
- contact lenses.

#### COORDINATION OF BENEFITS

Should you be covered under more than one Group Insurance Plan, any benefits that are payable under the plan and other plans will be coordinated so that you are not reimbursed for more than **100%** of the contractual limit.

#### COVERAGE DURING DISABILITY

Your Vision Care Plan coverage will remain in force for a period of one **(1)** year from date of disability.

#### TERMINATION OF INSURANCE

If you are laid off due to lack of work you continue to be fully covered for a period of three **(3)** months from the date of such layoff.

Your Vision Care Plan coverage ceases when you reach age **65**, take early retirement, are on Leave of Absence or terminate your employment.

### **MAJOR MEDICAL BENEFIT.**

#### PAYMENT OF ELIGIBLE CLAIMS

The Plan pays for **100%** of a range of additional services and supplies, after you pay a deductible of **\$10.00** per person (maximum of **\$20.00** per family) each calendar year.

To prevent you from having to satisfy the deductible twice in a short period of time, any expenses applied toward the deductible in the last three months of a calendar year may also be applied toward the deductible for the next calendar year.

The Plan covers the following medical services and supplies:

#### NURSING

Private duty nursing expenses, provided the service is ordered by a physician and the nurse does not ordinarily live in your home and is not a member of your family, including:

- services of a Registered Nurse (R.N.), Or
- services of a licensed Practical Nurse (**L.P.N.**) or
- Registered Nursing Assistant (**R.N.A.**) when an R.N. is not available or when the full professional services of an R.N. are not required.

#### **AMBULANCE**

Professional ambulance transportation to a local hospital or to the nearest hospital where treatment can be given; transportation from a regular hospital to a convalescent hospital.

#### CONVALESCENT HOSPITAL

The Plan will pay the difference between the standard ward and semi-private rate in a **recognized** convalescent hospital, for up to **120** days during any one period of disability. The patient must have been admitted within **14** days following confinement in a

regular hospital. All confinements spent in a convalescent hospital will be considered as one period of disability unless separated by at least **90 days**.

#### PARAMEDICAL PRACTITIONERS

Professional services of the following licensed, certified or registered practitioners:

- physiotherapists, when referred by a physician.
- registered clinical psychologist, whether or not referred by a physician. Any charges in excess of **\$35.00** for the initial treatment, any charges in excess of **\$20.00** per hour for subsequent treatments, and any charges in excess of **\$200.00** in any one calendar year will be disregarded.
- speech therapists when referred by a physician. Maximum charges of **\$200.00** per calendar year per person.
- registered masseur (maximum of **\$7.00** per treatment and a maximum of twelve treatments a year) as recommended by a physician.

#### **SPECIALIZED TREATMENT EXPENSES**

These are charges for any x-ray, radium, or radioactive isotope treatment rendered and charged for by a physician.

No charges will be considered

- for diagnostic x-ray or for the administration of radioactive substances for diagnostic purposes; or
- for the purchase or rental of radioactive substances.

#### DURABLE EQUIPMENT

Purchase or rental of a wheelchair, hospital bed, iron lung or other durable medical or surgical equipment, ordered by a physician in connection with his own treatment of the covered family member.

#### SPECIAL SUPPLIES

Artificial limbs and eyes, crutches, splints, casts, braces and trusses.

If replacement is required it must be because of a change in the covered family member's physical condition.

#### NON-CONTRACTUAL **ITEMS**

- Acupuncturist, the reasonable charge for acupuncture when performed by a legally qualified physician **practicing within** the scope of his license will be considered an eligible expense when the acupuncture is performed in lieu of anaesthesia. The reasonable charge for acupuncture therapy will be considered for payment (but not more than **\$10.** per session or more than **\$100.** per person in any calendar year) when **utilized** as treatment for illness **ONLY IF PERFORMED BY,** not under the direction of, a doctor licensed to practice medicine. Examples of acceptable diagnosis for acupuncture therapy **are: Sciatica, Neuritis, Postherpetic Neuralgia, Tic Douloureux, Chronic Headaches (i.e. Migraine,) Osteoarthritis, Rheumatoid Arthritis, Myofascial Complaints (i.e. Neck and Low Back Pains.)**

- Orthopaedic Shoes
  - (A) Adjustments.
  - (B) Special or orthopaedic shoes - individual consideration will be given to claims for such shoes purchased under the direction of a physician to correct a medical problem. Benefits would be limited to **\$15.** per pair of shoes each twelve **(12)** months per insured person.
- breast prosthesis following mastectomy (non-cosmetic), reasonable and customary charges for either foam rubber or silicone prosthesis will be **recognized.**
- catheters
- colostomy and **ileostomy** bags
- **esophageal dialators**
- portable oxygen units including a spare tank of oxygen
- surgical panti-hose, must be prescribed by a legally qualified physician and the item is deemed to be medically necessary. Additionally, the surgical panti-hose must be necessary in connection with a circulatory problem and/or swelling of the insured's legs and the item must be purchased from a surgical supply house. Charges for elastic support hose or **jobst** support hose are not **recognized.**
- repair and replacement of back and leg braces, in situations where the brace has attained its life expectancy and was purchased at least three **(3)** years prior to the purchase of the replacement and must be unserviceable (cannot be adjusted or repaired.)

**\*\* Note:** - The Ontario Ministry of Health - **Assistive** Devices Program may cover some of the items listed in:-

- DURABLE EQUIPMENT,
- SPECIAL SUPPLIES and
- NON CONTRACTUAL ITEMS

The plan will pay **100%** of the unpaid portion after the calendar deductible has been satisfied.

#### **DENTAL TREATMENT**

Work performed by a dentist for the prompt repair of natural unfilled teeth, only when required as a result of a non-occupational injury.

#### **PRESCRIPTION DRUGS**

Prescription drug expenses will be payable to an employee or his dependent, while coverage is in effect with respect to such employee or dependent.

This includes expenses for drugs which are obtainable **ONLY** upon a physician's or dentist's prescription and dispensed by any pharmacy (including a hospital pharmacy), physician or any other person or **organization** legally licensed to dispense drugs.

To be acceptable, prescription drug receipts must show clearly the prescription number and drug name or DIN number, cost of the prescription, date of purchase and the name of the individual to whom the drugs were prescribed.

Exclusions from covered expenses are any items which could be purchased over the counter without a prescription, such as:

- patent medicines, vitamins and vitamin preparation (unless injected
- charges for administration of prescription drugs and injectable insulin.
- any charge for therapeutic devices and appliances, bandages, and similar supplies, support garments and all other items and substances which are not prescription drugs.
- charges for medications furnished and covered under the terms of any other group Prepayment Plan, whether such Plan is on a provision of service or indemnity basis.

A deductible of **\$1.00** for each prescription drug is applicable. Reimbursement shall **be** provided under a pay direct drug card system.

#### COORDINATION OF BENEFITS

Should you or an eligible dependent be covered under more than one Group Insurance Plan, any benefits that are payable under the Plan and other plans will be coordinated so that you are not reimbursed for more than **100%** of your expenses.

#### COVERAGE DURING DISABILITY

If you become totally disabled, your Supplementary Health Plan coverage will remain in force for a period of one **(1)** year from date of disability.

#### **TERMINATION** OF INSURANCE

If you are laid off due to lack of work or are on Leave of Absence, you and your eligible dependents continue to be fully covered for a period of three **(3)** months from the date of such layoff.

Your Supplementary Health Plan coverage ceases when you reach age **65**, take early retirement or terminate your employment. However, employees electing early retirement and are eligible for the provisions of the Early Retirement - **85** Formula will be extended Major Medical and Drug Benefit coverage to age **65**.

## DENTAL PLAN

The Company agrees to provide and pay for the cost of a basic Dental Plan. Such Plan will have the following coverage:

- EQUIVALENT TO LIBERTY **HEALTH** NO. **7**: Examinations
- diagnostic services
  - preventive services
  - restorative services
  - surgical services
  - anaesthesia
  - consultation
  - professional visits
  - specific diagnostic procedures'
  - x-rays
  - scaling and polishing
  - fluoride treatments
  - oral hygiene instruction
  - fillings
  - extractions
  - anaesthetic services

EQUIVALENT TO LIBERTY HEALTH RIDER **1**: - **Endodontic** Services

- periodontal services
- surgical services
- **adjunctive** general services

The above services are based on payment of up to the fees as outlined in the Suggested Fee Guide for General Practitioners issued by the Ontario Dental Association.

EQUIVALENT TO LIBERTY HEALTH RIDER **2**: - **Prosthodontic** Services  
(Removable)

- complete dentures (once every three (3) years.)
- partial dentures (once every three (3) years.)
- denture adjustments.
- denture **rebasing**, relining.

Payment for rider 2 services will be made on the basis of **50%** of the dentist's usual charge or **50%** of the Suggested Fee Guide for General Practitioners issued by the Ontario Dental Association as shown on your certificate, whichever is less.

EQUIVALENT TO LIBERTY **HEALTH** RIDER **3**: - Orthodontic Services

- diagnostic services
- preventive orthodontics
- observation and adjustment
- orthodontic appliances

Payment for rider 3 services will be made on the basis of **50%** of the dentist's usual charge or **50%** of the Suggested Fee Guide for General Practitioners issued by the Ontario Dental Association, as shown on your certificate, whichever is less.

The maximum lifetime payment under this rider is **\$1,000.** per person.

The benefits offered by rider 3 are available only as additions to your basic Dental Plan and are subject to the limitations of this plan.

Please Note: Prior to commencement of orthodontic treatment, please have your dentist prepare a report outlining the details with respect to malocclusion, diagnosis, proposed treatment and applicable fees. This treatment plan should be forwarded to Insurance Company for review to establish the extent of payable benefit.

EQUIVALENT TO LIBERTY **HEALTH** RIDER **4**: - Minor Restorative  
(Services)

- **prosthodontic** services (fixed once every three **(3)** years.)

Payment for Rider 4 services will be made on the basis of **50%** of the dentist's usual charge or **50%** of the Suggested Fee Guide for General Practitioners issued by the Ontario Dental Association as shown on your **certificate**, whichever is less.

The following services are not covered:

- dental services not listed under covered services
- charges in excess of the Suggested Fee Guide for General Practitioners issued by the Ontario Dental Association.
- dental services paid through any other source such as the Ontario Hospital Insurance Plan, the Workers' Compensation Board or any other agency or department of the Federal, Provincial or Municipal Governments or from any other source.

Brochures, for Plan No. **7**, Dental Riders **1, 2, 3**, and **4**, describe the benefits, exclusions and terms of the dental coverage for use by you and your eligible dependents. These brochures and your certificate should be shown to your dentist whenever you or your eligible dependents require dental care. These brochures are available from the First Aid Department.

**ELIGIBILITY:**

Coverage for you and your eligible dependents begins on the first day of the calendar month following sixty **(60)** calendar days of employment.

Your eligible dependents include:

- your spouse or common-law spouse;
- your unmarried unemployed children under the age of **21** years, including newborns;
- unmarried, unemployed children to any age who are incapable of self sustaining support or employment by reason of mental or physical disability; and
- unmarried, unemployed dependant children over **21** but under **25** years of age in full-time attendance at a school, college or university.

#### COST

The Company pays the full cost of the Dental Plan for you and your eligible dependents.

#### COORDINATION OF **BENEFITS**

Should you or an eligible dependent be covered under more than one Group Insurance Plan, any benefits that are payable under the plan and other plans will be coordinated so that you are not reimbursed for more than **100%** of your expenses.

#### **COVERAGE** DURING DISABILITY

If you become totally disabled, your Dental Plan Coverage will remain in force for a period of one **(1)** year from date of disability.

#### **TERMINATION** OF INSURANCE

If you are laid off due to lack of work, you and your eligible dependents continue to be fully covered for a period of three **(3)** months from the date of layoff.

Your Dental Plan **coverage** ceases when you reach age **65**, take early retirement, are on Leave of Absence or terminate your employment.

## SHORT TERM DISABILITY BENEFITS

Covers Non-occupational Accidents and Sickness only. Benefits commence with the **1st** day for accidents: **4th** day for illness. Limited to **26** weeks for each disability; Employees are covered for **66-2/3%** of their wages to the **U.I.C.** maximum at time of disability.

#### COST

The Company pays the full cost for you.

#### ELIGIBILITY

Coverage begins on the first day of the calendar month following sixty **(60)** calendar days of employment.

#### TERMINATION OF INSURANCE

Eligibility for insurance coverage ceases on the first day of layoff, leave of absence or termination of your employment.



## **LONG TERM DISABILITY**

If you are totally disabled when your short term disability expires, you may be eligible for continuing income from the Long Term Disability Plan.

Your **LTD** income will equal **50%** of your basic monthly wage up to a maximum of **\$1200.00** per month.

### **ELIGIBILITY**

Coverage begins on the first day of the calendar month following sixty (**60**) calendar days of employment.

### **COST**

The Company pays the full cost for you.

### **NON-DUPLICATION OF BENEFITS**

The amount of your Long Term Disability benefit will be reduced by the amount of any **Workers'** Compensation or Disability Income payable to you under the Canada/Quebec Pension Plan or any other Government or Group Insurance Plan, including the Quebec Automobile Insurance Act. No reduction is made for Canada/Quebec Pension Plan cost of living increases or Canada/Quebec Pension Plan benefits payable on behalf of your dependent children.

### **DURATION OF BENEFITS**

As long as you are totally disabled, **LTD** benefits will continue until you reach age **65**.

While your are receiving **LTD** benefits, you may be required to furnish proof of the continuance of total disability and submit to an examination by the Insurance Company's Medical Advisor.

### **DEFINITION OF TOTAL DISABILITY**

You are totally disabled when you are unable to perform the duties of your regular job, and you are not employed elsewhere. However, once you have received twenty four (**24**) month's payments, you are considered totally disabled only if your disability prevents you from working at any gainful employment for which you are reasonable qualified by education, training and experience.

### **REHABILITATIVE EMPLOYMENT**

Normally, if you resume work, Long Term Disability benefits will cease. However, if you engage in approved rehabilitative employment prior to full recovery, the plan will continue to pay partial benefits for up to two (**2**) years.

Your monthly **LTD** benefit will be reduced by **50%** of your earnings from rehabilitative employment, which means that your total income will be greater than if you did not accept rehabilitative employment. Income from all sources during a period of rehabilitative employment may not exceed **80%** of your basic salary immediately prior to becoming disabled.

#### RECURRENT DISABILITY

Successive periods of disability will be considered as one continuous period of disability, unless they are totally unrelated, or unless you had returned to work for at least six **(6)** consecutive months between absences.

#### **TERMINATION OF INSURANCE**

Your Long Term Disability coverage terminates on the earliest of the date your employment terminates, the date you retire, the date you reach age **65** and the first day of Leave of Absence. However, if you are totally disabled when your employment terminates, benefits will be paid in accordance with the terms of the Policy.

#### GOVERNMENT BENEFITS

You may also qualify for monthly disability benefits from the Canada/Quebec Pension Plan or the Quebec Automobile Insurance Act. Workers' Compensation pays a monthly benefit if you are disabled as a result of illness or injury arising out of your work. Further details about these benefits are available in pamphlets provided by the Federal and Provincial Governments,

## CANRON INC. RETIREMENT PLAN

The Company agrees to maintain the **Canron** Inc. Retirement Plan (hereinafter referred to as the Plan) for the life of this Agreement for all employees covered by the terms of this Collective Agreement.

The prior Plan, which consisted of a Non-Contributory Section and a Voluntary Contributory Section, was in effect until December **31, 1985**.

Effective January **1, 1986** the Plan was revised to a Non-Contributory "**Flat Dollar Plan**". After January **1, 1986** the Plan has been amended to reflect changes resulting from collective bargaining and from changes in pension legislation. The following amendments reflect the terms of the Plan as at July **13, 1997**.

### (A) CONTRIBUTORY SECTION:

Effective January **1, 1986**, no further employee contributions will be necessary to be made or accepted by the Plan. All benefits accumulated by contributing members will remain in the Plan and will be payable under the terms and conditions of the prior Plan.

Any benefits accumulated under the Contributory Section will be paid over and above the benefits payable under the Non-Contributory Section.

### TERMINATION OF EMPLOYMENT

If an employee terminates his employment prior to age fifty five (**55**) he will be entitled to various options as outlined in the prior Plan except that full vesting is improved to two (**2**) years.

### (B) NON-CONTRIBUTORY SECTION

Effective January **1, 1986**, the Non-Contributory Section of the Plan is amended as follows. Except for the amendments, all other aspects of the Plan remain the same.

### AMENDMENTS

#### NO..1 = DESCRIPTION

The Non-Contributory Section is revised to provide a "Monthly Lifetime Income Defined Benefit" with the same guarantees as in the prior Plan (five (**5**) years or, if you are married, a **subsidized** joint and **50%** survivor option with your spouse).

NO. 2 = ELIGIBILITY

All active, permanent, full-time employees automatically become a member of the Plan on the first day of the month following completion of one (1) year of service.

NO. 3 = PENSION BENEFIT

Effective July 13, 1997, each eligible employee is entitled to a "Total Basic Monthly Pension Benefit" payable at age sixty-five (65) which is the sum of the "Basic Monthly Pension Benefit" earned prior to July 13, 1997 and that earned after this date.

For all credited service prior to July 13, 1997, "Basic Monthly Pension Benefit" = \$23.00 per month times years of "Credited Service" prior to July 13, 1997.

For all credited service after July 13, 1997, "Basic Monthly pension Benefit" = \$19.50 per month times years of "Credited Service" after July 13, 1997.

These monthly benefits will apply for each full year of "Credited Service" or on a pro-rata basis for less than a full year.

NO. 4 = DEFINITION OF CREDITED SERVICE

Credited Service is defined as follows:

- (A) Prior to January 1, 1986, all accumulated seniority as previously agreed and applied.
- (B) After January 1, 1986, and starting from the end of the eligibility period for a new employee, each calendar year of credited service will be calculated to the nearest month based on time worked plus lost time covered by Worker's Compensation, the Company's Short Term or Long Term Disability plans, scheduled vacations and paid holidays. A minimum of 1730 hours in a calendar year will constitute a year of service. No credit or deduction for time on layoff will be taken into account when calculating "Credited Service" after July 13, 1997.

NO. 5 = NORMAL RETIREMENT

The normal retirement date will be the first day of the month following the month in which the employee attains age sixty-five (65).

NO. 6 = EARLY RETIREMENT = 85 FORMULA

Employees are eligible for an early retirement pension at any time after age fifty-five (55). If the attained age

plus years of credited service total eighty-five (85) or more the employee is entitled to the "Total Basic Monthly Pension Benefit" plus a "Supplementary Monthly, Pension Benefit".

Effective July 13, 1997 the Supplementary Monthly Pension Benefit equals to \$14.00 per month times years of total Credited Service (to a maximum of thirty (30) years). The supplementary benefit is payable until age sixty-five (65) or until death, whichever occurs first. After age sixty-five (65) this supplementary benefit would be replaced by income from the Canada Pension Plan and the Old Age Security Plan.

NO..7 = EARLY RETIREMENT WITHOUT THE 85 FORMULA

Employees who have attained age fifty-five (55) but do not qualify for the "85 Formula" may still retire at any time prior to age sixty-five (65).

Such employees would receive a reduced Total Basic Monthly Pension Benefit with no Supplementary Pension Benefit.

The Basic Pension per year of Credited Service (before and after July 13 1997) would be reduced according to the following formula:

2% reduction for each of the first five (5) years that the pension starts earlier than age sixty-five (65) and,

6% reduction for each year over five (5) and up to ten (10) that the pension starts before age sixty-five (65).

NO..8 = PRE-RETIREMENT DEATH BENEFITS

Should an employee die after five (5) years of service, his surviving spouse would receive for her lifetime 50% of the non-contributory pension, with no supplement, and, if any, 50% of any contributory pension, with no supplement, which the employee has accrued at the date of his death.

If an employee dies before five (5) years of service or dies without a surviving spouse, the employee's spouse or beneficiary is entitled to a lump sum death benefit equal to the actuarial value of the vested pension accrued after 1986. Vesting rules are indicated in No. 10 below.

NO..9 = SENIORITY

No benefits shall be payable by the Plan while seniority is maintained under the terms of this Collective Agreement. In particular, no benefits are payable on layoff until service has terminated.

NO. 10 - TERMINATION OF EMPLOYMENT

Should an employee terminate employment, there may be an entitlement from the Plan prior to age fifty-five (55) a "vested pension" as follows:

- (A) If the employee has not completed two (2) years of membership in the Plan, there are no benefits payable at age sixty-five (65).
- (B) If the employee has completed two (2) or more years of membership in the Plan, he will be entitled to his basic monthly pension payable at age sixty-five (65) times years of Credited Service.

NO. 11 - DISABILITY PERIODS

While an employee is not actively at work but is in receipt of S.T.D. or L.T.D. benefits or Income Replacement benefits from Worker's Compensation, the employee will continue to accrue pension at the monthly unit rate which was in effect at the time the employee became disabled, until age sixty-five (65).

NO. 12 - LEAVE OF ABSENCE AND LAYOFF

While an employee is on an approved leave of absence without pay or on layoff, his pension service credits stop accumulating as of his last working day. Accrual will recommence upon return to work.

NO. 13 - PENSION GUARANTEE

Benefits paid will be those accumulated to December 31, 1985 or those payable under the Amended Plan, whichever amount is the greater.

NO. 14 - TERMINATION OF SERVICE AND RE-EMPLOYMENT

In the event that an employee terminates his employment and then returns to the bargaining unit at a later date his Non-Contributory Basic Pension would be calculated separately for each period of service. No credit or recognition of service will be granted in one period for service accrued in another period.

CONTRIBUTORY AND NON-CONTRIBUTORY SECTIONS:

Effective January 1, 1988, both sections of the Plan are amended as follows for changes in pension legislation.

### TERMINATION OF EMPLOYMENT

If an employee terminates his employment prior to age fifty-five (55) and is entitled to a deferred pension at age sixty-five (65), he may elect, at any time after age fifty-five (55), to commence this pension, subject to actuarial reductions.

As an alternative to the deferred pension, the employee may elect, at his termination, to transfer the actuarial lump sum value of his pension to a **"locked-in" R.R.S.P.**

### SPOUSAL PENSION AT RETIREMENT

If an employee has a spouse on the date pension payments commence than he must elect a form of pension with provision for no less than **60%** continuance to his spouse, upon his death. This requirement can only be avoided if both the employee and his **spouse** sign a waiver form.

If the joint and **60%** survivor form of pension is payable, the amount of the pension otherwise payable will be reduced to reflect the additional survivor benefits.

This benefit package is prepared for purposes of **convenience** only. For accurate reference the terms of the Master Insurance Contract and the documents of the **Canron** Inc. Retirement Plan will govern.

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