

SOURCE	920422
EFF.	920422
NO. OF EMPLOYEES	200
BY EMPLOYERS	80

# COLLECTIVE AGREEMENT

BETWEEN

**CHROMALOX INC.  
CAMBRIDGE DIVISION**

AND

**UNITED STEELWORKERS  
OF AMERICA**

**APRIL 1990 - APRIL 1992**

**JUN 6 1991**

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**COLLECTIVE AGREEMENT**

between

**CHROMALOX INC.**

**CAMBRIDGE DIVISION**

And Its Successors Pursuant To The  
Ontario Labour Relations Act  
(hereinafter referred to as "the Company")

— and —

**UNITED STEELWORKERS OF AMERICA**

**On Behalf Of Local 8698**

(hereinafter referred to as "the Union")



**ARTICLE 1 - PURPOSE OF AGREEMENT**

**1.01** The general purpose of this agreement is to provide a lawful and orderly collective bargaining relationship between the Company and its employees covered by this Agreement; to secure the prompt and fair disposition of grievances; to eliminate interruptions in the Company's operation and to maintain fair wages) hours of work, working conditions and the safety and physical welfare of the said employees of the Company.

**ARTICLE 2 - UNION RECOGNITION**

**2.01** The Company recognizes the Union as the exclusive bargaining agent for all of its employees at Cambridge, Ontario, save and except foremen, persons above the rank of foremen, office and sales staff, students and persons normally employed for not more than twentyfour (24) hours per week.

**2.02** Non-Bargaining Unit employees shall not perform work normally performed by Bargaining Unit employees except for 1) instruction and/or training, 2) emergencies, 3) development of process or

product, 4) where qualified Bargaining Unit employees are not immediately available.

### **ARTICLE 3 - MANAGEMENT RIGHTS**

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

- (a) the right to maintain order, discipline and efficiency; to make, alter and enforce, from time to time, rules and regulations which are reasonable, to be observed by its employees, and discipline or discharge for just cause.
- (b) the right to select, hire and control the working force and employees; to transfer, assign, promote, demote, classify, lay-off, recall, suspend; to plan, direct and control its operations; to select and retain employees for positions excluded from the bargaining unit; and to transfer employees into or out of the bargaining unit.
- (c) the right to determine the location and extent of its operations and their commencement, expansion, curtailment or discontinuance; the direction of the curtailment or discontinuance; the direction of the working forces; the work to be performed; the reasonable standards of production; whether to make or buy goods and services; the schedules of work and of production; the number of shifts; work to be performed; the methods, processes and means of performing work; job content and requirements; reasonable quality and quantity standards; the qualifications of employees; the use of improved methods, machinery and equipment; whether there shall be overtime

work; the number of employees needed by the Company at any time and how many shall operate or work on any job, operation, machine or production line; the number of hours to be worked; starting and quitting time; and, generally, the right to manage the enterprise and its business without interference are solely and exclusively the right of the Company.

The Company will furnish the Union with all rule changes that have been posted.

The Company agrees that the exercise of its rights under this Article will not be inconsistent with the terms of this Agreement.

#### ARTICLE 4 - NO DISCRIMINATION

**4.01** The Company and the Union agree that there will be no discrimination against any employee because of race, creed, colour, age, sex, national origin, union membership or nonmembership, or union activity or non-activity. The Company and Union agree to observe the provisions of the Ontario Human Rights Code.

#### ARTICLE 5 - UNION SECURITY

**5.01** All employees in the bargaining unit shall, as a condition of employment, make application for membership in the Union and remain members of the Union by having the Union's dues deducted from their pay as hereinafter provided.

**5.02** The Company shall deduct from the pay of each member of the bargaining unit such dues, fees and assessments as prescribed by the Constitution of the Union. The dues so deducted shall be remitted along with a list of the names of employees from whom such deductions have been made within fifteen (15) days of the month in which the dues have been deducted, to the

International Treasurer,  
United Steelworkers of America,

P.O. BOX 13083,  
Postal Stn. "A",  
Toronto, Ontario,  
M5W 1V7

Such remittance shall be accompanied by any forms required by the International Union.

- 5.03** The Union dues to be deducted pursuant to Article 5.02 hereof shall be according to the Constitution of the International Union and the Company shall not be required to make any further computation of the amount of such dues. In order that the Company may have definite instructions as to what amount is to be deducted for dues, it is agreed that the Union shall promptly notify the Company in writing, over the signature of its designated officer, of the amount of the deduction to be made by the Company for Union dues, and the Company shall have the right to continue to rely on such written notification until it receives other written notification from the Union signed with the same formality.
- 5.04** The Union agrees to hold the Company harmless against all claims, demands and should any person at any time contend or claim that the Company has acted wrongfully or illegally in making such dues deductions.
- 5.05** The Company shall pay members regular wages while on legitimate Union business and shall bill the local union each month,

#### **ARTICLE 6 - UNION REPRESENTATIVES**

- 6.01** If a staff representative of the Union wishes access to the Company's premises, he/she shall contact the Company management prior to visiting the plant and obtain permission. It is understood that permission will not be unreasonably withheld. On such visits, the staff representative shall be allowed to confer privately with the plant Union officers, provided that such talks will be arranged so that they do not interfere with production.

**6.02** The Union may designate and the Company will recognize five (5) Zone Stewards plus a Chief Steward. The Chief Steward will not have zone responsibility but the Stewards must be employees of the zone which they have been designated to represent. A grievor shall have access to another zone steward if the grievor's zone steward is not readily available. In addition, the Union will designate six (6) employees as temporary Stewards. From these six (6), the Union will designate, periodically as required, one (1) to act on the afternoon shift and one (1) to act on the night shift, should one (1) of the five (5) Zone Stewards not be on one of these rotating shifts. The Union may designate and the Company will recognize a Plant Grievance Committee not to exceed three (3). The Plant Grievance Committee will be composed of the President, the Chief Steward and one (1) member elected or appointed by the Union.

No one shall be eligible to serve as Zone Steward or Plant Grievance Committee person unless he/she is an employee of the Company, and has at least three (3) months seniority.

**6.03** The Union will inform the Company in writing of the identity of all Stewards and Grievance Committee members and the zone which each Steward represents and the Company shall not be obliged to recognize such personnel until it has been so informed.

**6.04** For the purpose of this Agreement the Plant Grievance Committee together with the officers of the Local Union shall be deemed to be officials of the Union. The parties hereto agree that the Union officials and Company officials occupy positions of leadership and responsibility to see that this Agreement is faithfully carried out.

**6.05** Stewards, members of committees, and Union officials have regular duties to perform on behalf of the Company, and such persons shall not leave their

regular duties without requesting and obtaining the permission of their foreman or supervisor, and notifying the foreman on his/her return, and such permission shall not be unreasonably withheld.

- 6.06** The Union recognizes that the employees covered by this article have their regular duties to perform in connection with their employment and, therefore, the business of administering this Collective Agreement will be carried out with the least possible loss of time from such regular duties. The Company agrees to compensate for time lost by the Union Committee while investigating and processing grievances.
- 6.07** If either party requests a meeting with the other, the party requesting the meeting shall file a written agenda with the other at least forty-eight (48) hours in advance of the meeting.
- 6.08** The Company agrees to recognize and deal with a Negotiating Committee of not more than two (2) employees, plus the Plant Chairperson or President, who shall be regular employees of the Company, along with representatives of the International Union. The Negotiating Committee is a separate entity from other committees and will deal only with such matters as are properly the subject matter of negotiations, including proposals for the renewal or modification of this Agreement.

#### **ARTICLE 7 - GRIEVANCE PROCEDURE**

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



Agreement, and the specifically designated grievance procedure shall be strictly followed. Wherever the term "grievance procedure" is used in this Agreement, it shall be considered as including the arbitration procedure.

- 7.02** "Grievance" shall mean a complaint or claim concerning improper discipline or discharge, or a dispute with reference to the interpretation, application, administration or alleged violation of this Agreement.
- 7.03** The Company shall be under no obligation to consider or process any grievance unless such grievance has been presented to the Company, in writing, at Step 1 of the grievance procedure within five (5) working days from the time the circumstances upon which the grievance is based were known or should have been known by the griever.
- 7.04** The term "working days", as used herein, shall be deemed to mean Mondays through Fridays, save and except vacations and holidays.
- 7.05** Before filing a written grievance pursuant to the appropriate grievance procedure set out herein, the employee shall discuss the complaint with their supervisor or immediate supervisor. If the employee's supervisor or immediate supervisor does not settle the matter to the employee's satisfaction within one (1) working day, the designated grievance procedure shall be followed. If an employee so desires, he/she may be accompanied by his/her Steward when being interviewed in the presence of more than one management representative, where a matter is being discussed that could lead to discipline. The Company will advise the employee of this option. The Steward shall act as a witness.
- 7.06** All grievances shall be in writing, countersigned by the Steward or official of the Union, and save and

except as elsewhere provided in this Agreement, shall proceed on the following basis:

**STEP1**

At this step, the written grievance shall be presented to the department Supervisor or his/her designee within the aforesaid five (5) working days. A meeting will be held between the grievor's Steward and/or the Chief Steward or officer of the Union, together with the griever and the department Supervisor or his/her designee and the employee's supervisor within five (5) working days of the presentation of the written grievance to the department Supervisor or his/her designee. The department Supervisor or his/her designee shall give his/her written reply to the griever within five (5) working days of such meeting. If the department Supervisor or his/her designee's reply is not satisfactory to the griever, the next step must be taken within five (5) working days after the delivery of the department Supervisor's or his/her designee's reply, but not thereafter. Any written grievance filed pursuant to the grievance procedure under this Collective Agreement shall provide full particulars with respect to the matter being grieved and shall be signed by the employee and countersigned by his/her Steward or Union official.

**STEP2**

At this step, the written grievance shall be presented to the Personnel department within the aforesaid five (5) working days of the receipt of the department Supervisor's or his/her designee's written reply, but not thereafter.

A meeting will be held between the griever's Steward and/or the Chief Steward or Union staff representative together with the Griever, and the Personnel department and the department Supervisor within five (5) working days of the presentation of the written grievance to the Personnel department. The Personnel department

shall give their written reply to the grievor within five (5) working days of such a meeting. If the Company's reply is not satisfactory to the grievor, the next step must be taken within five (5) working days after the delivery of the Company's reply, but not thereafter.

**STEP 3**

At this step, the written grievance shall be presented to the Production Manager or his/her designee within the aforesaid five (5) working days of the receipt of the Personnel department's written reply, but not thereafter. A meeting will be held between the Grievance Committee, a Union staff representative, the grievor if required by the Union or Company, and the Production Manager or his/her designee, along with a Plant Management Committee, within five (5) working days of the resresentation of the written grievance to the Production Manager or his/her designee. The Production Manager or designee shall give the Company's reply to the Chief Steward within five (5) working days of such meeting.

**STEP 4**

When either party to the Agreement requests that a grievance be submitted for Arbitration, they shall make such request in writing addressed to the other party to the Agreement within thirty (30) calendar days from the delivery of the decision at Step 3. The arbitration procedure incorporated in the Agreement shall be based on the use of a single arbitrator.

When either party refers a grievance to arbitration, they shall propose three (3) acceptable arbitrators. If none of the proposed arbitrators are acceptable to the other party, they shall propose three (3) arbitrators. If an acceptable arbitrator is not agreed upon, the parties may submit more proposed arbitrators or request the Ministry of Labour to appoint an arbitrator.

- 7.07** Each of the parties hereto will jointly bear the **expense** of the arbitrator. The proceedings of the arbitrator will be expedited to the parties hereto.
- 7.08** The arbitrator shall hear and determine the matter and shall issue a decision which shall be final and **binding** upon the parties and upon any employee affected by it.
- 7.09** The arbitrator shall not be authorized to alter or amend this Agreement nor to make any decision inconsistent with the provisions of this Agreement, nor to adjudicate any matter not specifically assigned by the grievance attached to the notice to arbitrate in Step 4 of this article.
- 7.10** The time limits and other procedural requirements set out in this Article are mandatory and not merely directory; therefore, failure to put a grievance in writing at the proper **step** in accordance with the requirements hereof **shall** be deemed a complete waiver and abandonment of the grievance by the griever. It is understood that the time limits may be extended providing such extensions are mutually agreed upon in writing.

Any grievance not appealed from one step of the grievance procedure to the next within the specified time limit shall be deemed to be abandoned. If a respondent party fails to reply to a grievance within the designated time, the party having the carriage of the grievance shall move to the next step of the **grievance procedure**. No matter may be submitted to arbitration which has not **properly** been carried **through all** specified previous steps of the grievance **procedure** within the **time** specified. The mandatory provisions of this Article and all of its subarticles shall not be considered to have been waived by the parties, or either of them, unless they expressly provide a waiver thereof signed by both parties.

**7.11** Either party shall have the right to require the attendance of the griever at any meeting held pursuant to the grievance procedure.

**7.12 Union Policy Grievance Or Company Grievance**  
A Union policy grievance or a Company grievance may be submitted to the Company or the Union, as the case may be, in writing; within ten (10) working days from the time the circumstances upon which the grievance is based were known or should have been known by the griever. A meeting between the Company and the Union shall be held within five (5) working days of the presentation of the written grievance and shall take place within the framework of Step 3 of this Article.

The Company or the Union, as the case may be, shall give its written decision within five (5) working days of such meeting.

If the decision is unsatisfactory to the grieving party, the grievance must be submitted to arbitration within thirty (30) calendar days of delivery of such written decision and the arbitration sections of this Agreement shall be followed.

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

**7.13 Group Grievance**

The Company recognizes the group grievance as being one which directly affects a number of employees and in which the issue with respect to each such employee is the same. In such case a single grievance shall be processed commencing at Step 1 of this Article, within the time limit provided, therein providing all grievors sign the grievance

form. A representative griever may attend the grievance meetings.

- 7.14 Discharge And Suspension Cases**  
A claim by a seniority employee that he/she has been discharged or suspended, without just cause, shall be treated as a grievance and shall commence at Step 3 of this Article provided a written grievance signed by the employee and his/her Steward or Union Official is presented to the Production Manager or his/her designee within five (5) working days after receipt of notification of the discharge or suspension. The representative of the Union may attend the meeting, held pursuant thereto, with the Management Committee. The discharge of any probationary employee shall not be the subject of a grievance.
- 7.15** Verbal and written warnings on an employee's file shall not be used for disciplinary purposes after the passage of eighteen (18) months from the date of the disciplinary notation. Suspensions on an employee's file shall not be used for disciplinary purposes after the passage of two (2) years from the date of the disciplinary notation.

#### **ARTICLE 8 – HOURS OF WORK AND OVERTIME**

- 8.01** It is hereby expressly understood and agreed that the provisions of this Article 8 are for the purpose of computing overtime and shall not be construed to be a guarantee of or limitation upon the hours of work to be done per day or per week or otherwise, nor as a guarantee of working schedules.
- 8.02** The standard work week shall be forty (40) hours per week, Monday to Friday inclusive.
- 8.03** The rate of time and one-half (1 1/2) of the employee's normal hourly rate, exclusive of premiums, shall be paid for all hours worked in excess of eight (8) hours per day, for all hours worked on Saturday and for all hours worked on designated holidays specified herein in this

Collective Agreement, except as provided for in the Letter of Understanding regarding scheduled ten (10) hour shifts. Before reintroducing five times eight (5 X 8) hour shifts on an off shift, the Company agrees to meet with the Union committee to discuss the implementation of such shifts subject to the Company's reserved right to schedule to meet production requirements. Overtime at the rate of double the employee's normal hourly rate, exclusive of premiums, shall be paid for all hours worked on Sunday, except where they form part of a regularly scheduled shift for all hours worked in excess of twelve (12) hours per day. The parties agree that the employees shall have the right initially to decline overtime provided that, if the Company is unable to obtain sufficient employees to perform the overtime work required, then such employees may be directed to work the required overtime. Overtime shall be voluntary so long as the Company has sufficient numbers of qualified employees available for the work required. If additional employees are required, the Company shall direct on a rotation basis beginning with the most junior qualified employee to do the work required. It is mutually agreed that overtime shall be distributed as equitably as possible among the employees who normally perform the work.

**8.04** The Company shall post lists of overtime offered in each department each month. Any substantiated complaint of inequitable application will be remedied by offering the affected employee the next available overtime in his/her department for which he/she is qualified. Where possible employees will be advised of the availability of scheduled overtime fortyeight (48) hours in advance of scheduled overtime.

#### **ARTICLE 9 – SENIORITY**

**9.01** "Seniority" is defined for the purpose of this Agreement as the length of continuous service of any

employee of the Company and shall be applied bargaining unit-wide only to the extent provided for in this Agreement.

- 9.02** An employee shall not have any seniority, and shall be considered as a probationary employee until they have attained status by actually working a total of forty-five (45) working days. The completion of four (4) ten hour shifts shall be the equivalent of five (5) working days.

If an employee is laid off during their probationary period, their past service will be credited to them provided they are recalled within six (6) months from date of lay-off. It is understood that overtime days are to be counted as straight time days worked, and days worked in excess of four (4) hours will be considered a full day worked, or in the case of ten (10) hour shifts, hours in excess of five (5) hours will be considered a full day worked.

A probationary employee who is laid off in excess of thirty (30) calendar days and is recalled shall have their start date adjusted to the new date of hire. If two (2) or more employees acquire seniority on the same day, they will be placed on the seniority list in alphabetical order. The lay-off or dismissal of a probationary employee shall not be the subject of a grievance or arbitration.

- 9.03** The Company will post seniority lists once every three (3) months and such lists shall show the employee's bargaining unit-wide seniority. Subject to the provisions of the Agreement, seniority shall be bargaining unit-wide. The Company shall furnish the Union with a copy of the seniority lists each calendar quarter. The Company shall advise the Union of all hirings and terminations by memorandum each month. A copy of such seniority list shall be mailed to the area office of the Union. The Company agrees to provide the Union Area Office every December 31st, with a seniority list



which includes the employees addresses, telephone numbers and rates of pay.

- 9.04** In filling permanent job vacancies within the bargaining unit, and in cases of layoff and recall of the working force, the Company shall consider qualifications, skills, physical fitness and seniority. Where qualifications, skill, and physical fitness are relatively equal in the Company's judgement, seniority in the bargaining unit shall govern subject to the grievance and/or arbitration procedure.
- 9.05** Layoffs shall take place in accordance with this Article hereof.
- (a) Whenever it becomes necessary to reduce the work force, affected employees with the least bargaining unit-wide seniority in the job classification shall be subject to layoff first.
  - (b) Such employees scheduled for layoff may elect to exercise bumping rights whereby she/he may bump any employee with less seniority subject to the provisions of Section 9.04. Employees will be permitted to use their bumping rights once for each layoff.
  - (c) Whenever it becomes necessary to reduce the work force, the employee affected shall be given at least one (1) week's notice in advance of the date of layoff or pay in lieu thereof.
  - (d) For the purpose of recalling employees to work after, employee(s) shall be recalled in accordance with their seniority, provided the employee(s) is qualified to perform the work required.
  - (e) Notice of recall shall first be made by telephone. If the employee cannot be reached, the Company shall notify her/him by registered mail to the employee's last known address on record.

- (f) A displaced employee shall be returned to her/his previously held job in the classification when it becomes available.
- (g) Employees in the classifications of tool and die maker, electrician 2, electrician 1, machinist, maintenance 2, and maintenance 1, shall exercise layoff and recall rights only within those classifications.

**9.06** In the case of temporary layoff of five (5) working days or less, the provisions of this Article need not be applied. The Company agrees that it will not unreasonably exercise its rights under this clause.

**9.07** Seniority rights of an employee shall cease and his/her employment shall be terminated for any of the following reasons:

- (a) if the employee quits his/her employment;
- (b) if the employee is discharged for just cause and such discharge is not reversed by the grievance procedure;
- (c) if the employee absents him/herself from work without permission for three (3) consecutive working days or more, without furnishing an explanation acceptable to the Company;
- (d) if a laid-off employee fails to notify the Company of his/her intention to return to work within three (3) working days of receipt of notification and fails to return to work within seven (7) calendar days following receipt of notification by registered mail to him/her at his/her address on the records of the Company, requiring him/her to return to work; receipt shall be deemed to mean on the business day after mailing;
- (e) if the employee is laid off for a period of twelve (12) consecutive months providing he/she does not have five (5) years' or more seniority, in which case, he/she would lose seniority rights

after twenty-four (24) consecutive months of layoff;

- (f) if the employee is absent due to sickness or accident, for a period of twelve (12) consecutive months, providing he/she does not have five (5) years' or more seniority, in which case, he/she would lose seniority rights after twenty-four (24) consecutive months of sickness or accident, except for employees who have ten (10) years' or more seniority, in which case, such employees would lose seniority rights after thirty-six (36) months of sickness and accident, except in cases of absence related to Workers' Compensation.

**9.08** A person who is rehired after losing his/her seniority will be a probationary employee.

**9.09** An employee's return to work after sick leave or injury will be conditional on his/her supplying, when requested, a certificate from his/her appropriate physician that he/she is fully recovered.

**9.10** The Company will grant to three (3) members of the Union Executive, top seniority for the purpose of lay-off and recall only, providing however, that they have the skill and ability to perform the normal requirements of the job available. The Union shall notify the Company of the names of the people to be so designated. The President of the Local shall be provided with steady days for the term of his/her office, provided such scheduling does not have an adverse effect on the plant. Where a problem arises, the Company shall first discuss it with the Union with a view to finding an acceptable solution.

#### **ARTICLE 10 - SHIFT PREMIUMS**

**10.01** A premium of forty-three cents (\$.43) per hour will be paid to all employees assigned to, and who work on, the afternoon shift or the night shift. Effective April 22, 1991, a premium of forty-five cents (\$.45) per hour will be paid to all employees assigned to,

and who work on, the afternoon shift or the night shift.

#### **ARTICLE 11 – REST PERIODS**

**11.01** Employees shall be entitled to a rest period of ten (10) minutes during each half shift at times which are approximately in the middle of the shift.

#### **ARTICLE 12 – WASH-UP PERIOD**

**12.01** Each employee shall be permitted to take a wash-up period of five (5) minutes immediately before the end of each half shift. During the second wash-up prior to the end of the shift, employees are required to clean their work area, put their tools away and wash up.

#### **ARTICLE 13 – JOB POSTING**

**13.01** The Company agrees to post permanent job vacancies in the bargaining unit, in all classifications other than assembler, for three (3) working days when:

- (a) any job vacancy that is temporary for more than sixty (60) days beginning with the first day a job is run with a permanently assigned operator; and
- (b) it becomes necessary to permanently increase the number of people on any job classification;
- (c) only the original vacancy and the first two (2) resulting vacancies shall be posted. During the posting period, written application for posted jobs shall be accepted and any employee upon completion of thirty (30) working days employment may bid for a job which is higher rated, lower rated or equally rated. If an employee applies for more than one (1) posted job, he/she shall indicate his/her order of preference.

- 13.02** The applicant must have the qualifications to perform the job. Selection will be made in accordance with the provisions of Section 9.04. If there are no suitable applicants then the Company may fill the vacancy from any source.
- 13.03** The company may make temporary appointment to any posted position until the position is filled. The Company shall not consider the experience gained as a result of a temporary transfer or appointment in filling a permanent job vacancy.
- 13.04** It is understood that the successful applicant to a posted job shall not be allowed to bid for another job for a period of **four (4)** months after the successful bid, however the successful applicant may return to his/her previously held job within two weeks of selection.
- 13.05** The Company will furnish the Union with all job postings, the names of applicants and successful applicants.
- 13.06** Nothing contained herein shall be interpreted as requiring the Company to fill any vacancy.

#### **ARTICLE 14 – TEMPORARY TRANSFERS**

- 14.01** An employee who is transferred to a different job classification within the bargaining unit shall be paid, while so employed, as follows:
- (a) If the transfer is for the convenience of the **Company** and, if the rate of pay in the classification to which he/she is transferred is less than the employee's regular rate of pay, he/she shall receive his/her regular rate of pay;
  - (b) If the transfer is for the convenience of the **Company** and, if the rate of pay in the classification to which he/she is transferred is **greater** than the employee's **regular rate of pay**, he/she shall receive the **higher rate of pay** immediately upon transfer;

- (c) If the transfer is for the convenience of the **employee**, or to enable him/her to avoid layoff, and if the rate of pay in the classification to which he/she is transferred is less than the employee's regular rate of pay, he/she shall receive such lesser rate after five (5) working days.
- 14.02** An employee who is transferred to a different job because of staff reduction shall have the right to return to his/her previous job if it becomes a vacancy within ninety (90) days.
- 14.03** Transfer of employees to non-bargaining unit positions shall not be subject to the provisions of this Collective Agreement. An employee who is returned to the bargaining unit by the Company after having been transferred out of the bargaining unit shall, upon his/her returning to the bargaining unit, be credited with the seniority he/she had at the time of his/her transfer out of the bargaining unit. An **employee** who is returned to the bargaining unit shall **qualify** for benefits under this Agreement based upon his/her total continuous service with the Company.
- 14.04** In filling higher rated temporary vacancies, other than when training personnel, the Company shall transfer in accordance with the requirements of Section 9.04. Such temporary transfers shall be for a maximum of forty-five (45) working days.
- 14.05** The Company agrees, before temporarily transferring an employee on an extended transfer (which in any case shall not result in an employee having their pay increased upward by more than the pay for the classification immediately above the employee's current classification), that the Company would in such cases where it involved an upward transfer out of seniority, discuss such transfers with the Union before the Company makes its final decision.

**ARTICLE 15 – DESIGNATED HOLIDAYS**

**15.01** The following designated holidays will be granted to all employees, with pay, after they have completed their probationary period.

New Year's Day	Thanksgiving Day
Good Friday	Day Prior to Christmas Day
Victoria Day	Christmas Day
Dominion Day	Boxing Day
Civic Holiday	Day Prior to New Year's Day
Labour Day	

**15.02** Holiday pay shall be paid for on the basis of one (1) regular day's pay at the employee's straight time hourly rate provided the employee works his/her full scheduled shift immediately before and his/her full scheduled shift immediately after the holiday in question. Where the employee is absent on such scheduled shift, either immediately before and/or immediately after the holiday in question, the maximum loss will be limited to one (1) paid holiday for each full qualified day absent.

**15.03** An employee required to work any of the above-named holidays shall be paid at the rate of time and one-half (1 1/2) his/her normal straight time hourly rate in addition to any holiday pay to which he/she would otherwise be entitled.

**15.04** If any of the above-listed holidays fall on a Saturday, the preceding Friday or the following Monday will be considered the date of the holiday; and, if any of the above noted holidays fall on a Sunday, the following Monday will be considered the date of the holiday, unless otherwise mutually agreed by the parties. In the event that any of the above-listed designated holidays fall during an employee's approved vacation and, provided that the employee would otherwise be entitled to such designated holidays, he/she shall be allowed an extra paid day of vacation immediately following the completion of his/her vacation in lieu of the designated holiday.

**ARTICLE 16 – NO STRIKES OR LOCKOUTS**

**16.01** The Union undertakes and agrees that, while this Agreement is in operation, neither the Union nor any employee shall take part in or call or encourage any strike, sit down, slowdown, or any suspension of or stoppage of or interference with work or production which shall in any way affect the operation of the Company, and that there shall be no sympathy strikes or secondary boycotts; and the Company agrees that it will not engage in any lockout during the term of this Agreement.

**ARTICLE 17 – LEAVE OF ABSENCE**

**17.01** All leaves of absence shall be without pay or any other form of compensation. Leave of absence shall mean an absence from work requested by an employee, in writing, and consented to by the Company. Leave granted shall be in writing covering a specific period of time. Leave of absence shall be permissive only and shall be without pay or any other form of compensation, and the employee shall not work in any other position during such leave of absence unless agreed to by the Company in writing. The Company shall acknowledge a request in writing, for a leave of absence within one week of receipt of the request. Such acknowledgement shall be in writing and shall indicate that the request is denied, granted or cannot be answered definitely at that time.

**17.02** An employee who has completed her probationary period shall be entitled to a pregnancy leave in accordance with the Employment Standards Act, Ontario 1980. The company shall continue the benefit coverage, except weekly indemnity during the pregnancy leave. Each employee shall sign a waiver before commencing her pregnancy leave authorizing the Company to deduct the cost of such benefit premiums from monies owing should such employee not return to work after her leave.



- 17.03** An employee shall accumulate seniority during the first eight (8) calendar months of leave of absence.
- 17.04** The Union will be notified of all leaves granted under this Article.
- 17.05** The Company shall grant an employee a leave of absence of not more than one year, to work in an official capacity for the local or the International Union. Such leave must be applied for in writing at least one (1) month before the commencement of such leave and must be approved in writing by the Union. Such leave of absence **may** be extended for additional periods of time an the mutual agreement of the parties.
- 17.06** The Company **agrees to** grant a leave of absence to not more than **three (3) employees** at any time to attend legitimate Union functions, conventions, seminars and meetings for a **maximum** of five (5) working days on any one occasion, or accumulative maximum of **fo<sup>2</sup> five (45)** working days in any calendar year **excluding** time spent in negotiations and/or arbitration with the Company. A request **for** an extension by the Union shall not be unreasonably denied by the company.

#### **ARTICLE 18 - VACATIONS WITH PAY**

- 18.01** Any employee who has been employed by the Company for less than one (1) **year shall receive** vacation pay in accordance with **Provincial** law.
- 18.02** Any employee who has been employed by the **Company** for one (1) year, but less than **five (5)** years, **from his/**her employment anniversary date shall be entitled to two **(2) weeks'** vacation with pay or **four (4)** percent of **gross** earnings, whichever is greater, **provided** such employee has worked fifteen **hundred (1500)** hours in the year preceding July 1; otherwise, he/she would receive four **(4)** percent of his/her **gross** earnings.

**18.03** Any employee who has been employed by the Company for five (5) years, but less than ten (10) years, from his/her employment anniversary date shall be entitled to ~~three (3)~~ **three (3)** weeks' vacation with pay or ~~six (6)~~ **six (6)** percent of gross earnings, whichever is **greater, provided** such employee has worked **fifteen hundred (1500) hours** in the year preceding July 1; otherwise, he/she would receive six (6) percent of his/her **gross** earnings.

**18.04** Any employee who has been employed by the Company for ten (10) years ~~from his/her~~ **from his/her** employment anniversary date, in **any year**, shall be entitled to four (4) weeks' vacation with pay or eight (8) percent of **gross** earnings, whichever is greater, **provided** such employee has worked **fifteen hundred (1500) hours** in the year preceding July 1, otherwise he/she would receive eight (8) percent of his/her **gross** earnings.

**18.05** If an employee is receiving sick pay from the Company or compensation from Workers' Compensation, these hours **will** be taken as hours worked for the purpose of calculation of the fifteen hundred (1500) hours in Articles 18.02, 18.03, 18.04.

**18.06** The Company shall provide vacation pay at the time vacation **is taken**, if requested by the employee.

#### **ARTICLE 19 - BENEFITS PROGRAM**

**19.01** Benefits and plans referred to in this Article are necessarily qualified in their entirety by reference to the underlying policies or contracts of insurance. The terms of any contract issued in respect hereof, **by an insurance agency or governmental agency, shall be controlling** in all matters pertaining to qualifications of employees for benefits thereunder, and in all matters pertaining to the existence and extent of benefits and conditions.

**19.02** The following benefit program shall remain in existence for the term of this **Collective Agreement** and be paid for by the Company on **behalf of**

seniority employees, providing such employees have not attained age sixty-five (65). The Company shall continue to pay the benefit premiums for otherwise eligible employees for the month following the month of layoffs except for Weekly Indemnity.

- (a) Ontario Health Insurance Plan (O.H.I.P.)
- (b) Group Life Insurance -effective October 1, 1990 - \$19,000, and effective May 1, 1991 - \$20,000
- (c) Accidental Death and Dismemberment - effective October 1, 1990 - \$19,000, and effective May 1, 1991 - \$20,000
- (d) Weekly Indemnity - first day accident, first day hospitalization, including outpatient treatment; third day sickness for a period of thirty-nine (39) weeks at seventy (70) percent of basic earnings. All days are work days.
- (e) Drug Plan - with a deductible of twenty cents (\$20)
- (f) Dental Plan - equivalent of Blue Cross #9 and effective October 1, 1990, based on the 1988 O.D.A. dental fee schedule, (effective May 1, 1991 based on the 1989 O.D.A. dental fee schedule), with a deductible of twenty dollars (\$20.00) per family and ten dollars (\$10.00) single per year, and a co-insurance of eighty/twenty (80/20) percent (eighty percent paid by the Company). The Company will retain any recovery forthcoming from any UIC wage loss replacement plan submission to help defray the cost of improved benefits.
- (g) Standard Major medical - effective May 1, 1991 a medicare supplement program for semi-private hospital coverage will be introduced with a deductible of twenty dollars (\$20.00) per family and ten dollars (\$10.00) single per calendar year, and a co-insurance of

eighty/twenty (80/20) percent (eighty percent paid by the Company).

- (h) Employees off work because of sickness or accident shall have their premiums paid for the above plans for the period of their accident or illness to a maximum of three (3) months.

#### **ARTICLE 20 - PAY FOR DAY OF INJURY**

**20.01** An employee who is injured on the job and is sent home, by the Company or attending physician, will be paid his/her base hourly rate exclusive of premiums for the remainder of the shift. The Company will also provide transportation to the physician's office or hospital and to the employee's home, where necessary. The provisions of this Article providing for payment shall not apply if the employee qualifies for Worker's Compensation for that day.

#### **ARTICLE 21 - BEREAVEMENT PAY**

**21.01** In the event of a death in the immediate family of an employee with seniority, the employee will be granted time off up to three (3) working days. The time off can be taken in consecutive or separate days within one (1) week inclusive of the death. Payment will be at the employee's straight time hourly rate of pay exclusive of premiums. "Immediate family" shall mean: mother, father, stepmother, stepfather, current wife, current husband, children, stepchildren, sister, brother, stepsister, stepbrother, grandchildren, current mother-in-law, current father-in-law or grandparent of an employee. Bereavement pay will not be paid in addition to any type of allowed pay nor for any day upon which the employee would not otherwise have performed work for the Company. Payment for said day will be at the employee's straight time hourly rate of pay exclusive of premiums, provided that such pay will not be paid in addition to any type of allowed pay

nor for any day upon which the employee would not otherwise have performed work for the company.

#### **ARTICLE 22 - PAY FOR JURY SERVICE AND WITNESS FOR THE CROWN**

**22.01** The Company shall pay an employee who is required for jury service or witness for the Crown, for each day of service, the difference between his/her normal, straight time, hourly rate for the number of hours he/she normally works on his/her regular shift and the payment he/she receives for jury service or witness for the Crown. The employee will present proof of service and the amount of pay received. To be eligible for pay for jury service or witness for the Crown as provided herein, the employee must present, to the Company, notice of jury duty or witness for the Crown summons within one (1) day of receipt and proof of the amount of pay received; further, the employee must report for work when not required for actual jury duty or witness for the Crown as soon as possible and work for the balance of his/her scheduled time.

#### **ARTICLE 23 -- REPORTING ALLOWANCE**

**23.01** An employee who properly reports for work as scheduled or as directed, unless he/she has been notified in advance not to report, will receive at least four (4) hours' work at his/her straight time hourly rate or shall be paid for four (4) hours at his/her straight time hourly base rate, exclusive of premiums, except in cases of power or other utility breakdown; inclement weather, or any other similar causes beyond the control of the Company. When an employee has not been working because of illness, leave of absence or any other cause, it shall be his/her responsibility to arrange with the Company for his/her return to work at least one (1) but not more than two (2) regular working days prior to the time of his/her intended return. It is the employee's duty to keep the Company informed of his/her

correct address and telephone number and the Company will not be liable for any payment herein unless such arrangements have been made.

- 23.02 When an **employee** is called into work at other than his/her **regularly** scheduled hours, he/she will be paid a **minimum** of three (3) hours' pay at his/her regular rate, or the actual hours worked at the applicable overtime rate, whichever is greater; provided, however, that if an **employee** is called in to commence work less than three (3) hours before the **beginning of his/her regularly scheduled shift**, he/she shall be **guaranteed only** such work as would **occur** in the time between his/her arrival at work and the commencement of his/her normally scheduled **shift**.

#### **ARTICLE 24 -- COPIES OF AGREEMENT**

- 24.01 The Company and the Union desire every employee to be familiar with the provisions of this Agreement, and his/her rights and duties under it. For this reason, the Company will print the Agreement and the management will give a copy to each employee.

#### **ARTICLE 25 - BULLETIN BOARD**

- 25.01 The Company agrees to provide the Union with a bulletin board in the plant for the **purpose of posting** Union Notices and official papers. **All notices** must be signed by an official of the Union and shall be **subject** to the approval of the Production Manager, or **their** designee, prior to posting. Such permission shall not be unreasonably withheld.

#### **ARTICLE 26 - SAFETY AND HEALTH**

- 26.01 **The Company** and the Union shall maintain an Occupational Safety and Health Committee consisting of two (2) members elected or appointed **by the Union** and two (2) members appointed **by the Company**. The Chairperson of the Committee shall

alternate every six months between the Union and the Company.

**26.02** The general duties of the Occupational Safety and Health Committee shall be to ensure compliance with the provisions of the Industrial Health and Safety Acts of Ontario, and

(a) to make a monthly inspection of the plant or place of employment for the purpose of determining hazardous conditions, to check unsafe practices and to receive complaints and recommendations with respect to these matters.

(b) To investigate promptly all serious accidents and any unsafe conditions or practices which may be reported to it. Such investigations shall include accidents which might have caused injury to an employee whether or not such injury occurred.

(c) To hold regular meetings at least monthly for the discussion of current accidents, their causes, suggested means of preventing their recurrence, and reports of investigations and inspections.

**26.03** (a) The Company shall supply all protective clothing and other devices deemed necessary by the provisions of the Ontario Health and Safety Act to protect employees from injuries arising from their employment with the Company.

**26.04** The Company, for the purpose of promoting safety and safe practices agrees to contribute to seniority employees, \$55.00 (~~\$60.00~~ effective April 22, 1991) per year towards the purchase of safety shoes (meeting the specifications as designated by the Company). The paint and "A" line operator(s) will receive two (2) such contributions per year. It is understood that safety shoes must be worn by all employees who work in the plant. Galoshes-type overshoes will be provided when cleaning the paint line.



**26.05** Audiometric testing shall be conducted for each employee once per year at the Company's expense. Such testing will be conducted during normal work hours, and arrangements shall be made by the Company.

**ARTICLE 27 - SUPPER ALLOWANCE**

**27.01** If an employee is required to work three (3) hours of overtime or more immediately after the completion of their regular shift, and has not been notified twenty-four (24) hours in advance of the scheduled overtime, the employee will be granted a supper allowance of \$3.00. In the case of Saturday, Sunday and holiday work, a supper allowance will be granted if an employee is required to work three (3) additional hours or more, immediately after eight (8) hours of overtime without twenty-four (24) hours notice in advance.

**ARTICLE 28 - DURATION**

**28.01** This agreement shall remain in full force as of April 22, 1990 up to and including April 22, 1992, and shall continue in force from year to year thereafter unless during the last ninety (90) days before the date of its termination either party shall furnish the other with notice of termination, or the proposed revision of this Agreement.

**ARTICLE 29 - WAGES AND CLASSIFICATIONS**

	<u>April 22, 1990</u>	<u>April 22, 1991</u>
Bench Assembler	\$ 8.75	\$ 9.20
Janitor	8.86	9.31
Assembler	8.86	9.31
Paint Line Attendant	9.00	9.45
Machine Operator 1	9.03 *	9.48 *
Machine Operator 2	10.15 *	10.60 *
Machine Operator 3	12.26	12.71
Machine Operator 4	12.97	13.42
Paint System Operator	13.25	13.70



Material Handler	11.54	11.99
Shipper/Receiver	12.97	13.42
Maintenance 1	12.97	13.42
Maintenance 2	14.83	15.28
Machinist	14.83	15.28
Electrician 1	16.00	16.45
Electrician 2	16.75	17.20
Tool and Die Maker	16.75	17.20

\* Employees assigned Line Tender and Fin Press operators on a regularly designated basis will receive an additional 50¢ per hour premium. This premium is payable when temporary assignments are made for the convenience of the Company. Employees lose the premium through contractual layoffs, bumps or job posting.

Probationary employees will be paid twenty cents (\$.20) below the rates indicated above.

Two First Aid Attendants per shift, one male and one female, will be designated by the Company and paid an additional twenty-five cents (\$.25) per hour while serving in this function.

The above rates will be reduced by one cent (\$.01) for the purpose of Paid Education Leave (see Letter of Agreement).

The wages shall remain fixed during the terms of the Agreement unless amended by the Parties.

IN WITNESS WHEREOF this Agreement is duly executed by the parties hereto the 15th day of April, 1991.

<b>CHROMALOX INC.</b>	<b>UNITED STEELWORKERS</b>
<b>CAMBRIDGE DIVISION</b>	<b>OF AMERICA</b>
H. Groff	Ursulina C. Gabriel
Barry MacKinnon	Angela Morrow
Jan McEwin	Linda Pettigrew
	D. C. Wilton

**LETTER OF AGREEMENT**  
between  
**CHROMALOX INC.**  
and the  
**UNITED STEELWORKERS OF AMERICA**

The Company agrees to supply, to each employee, a booklet describing each benefit to which the employee is entitled.

Dated at Cambridge this 15th day of April, 1991

**FOR THE COMPANY**

H. Groff  
Barry MacKinnon  
Jan McEwin

**FOR THE UNION**

Ursulina C. Gabriel  
Angela Morrow  
Linda Pettigrew  
D. C. Wilton



**LETTER OF AGREEMENT**  
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**CHROMALOX INC.**  
and the  
**UNITED STEELWORKERS OF AMERICA**

Effective as of ratification, there will be a deduction of one cent (\$.01) ~~per hour from~~ each employee, for every hour worked, to be deposited into a trust for the purpose of Paid Education Leave. The Company will deposit such funds quarterly.

Dated at Cambridge this 15th day of April, 1991.

**FOR THE COMPANY**

H. Groff  
Barry MacKinnon  
Jan McEwin

**FOR THE UNION**

Ursulina C. Gabriel  
Angela Morrow  
Linda Pettigrew  
D. C. Wilton

LETTER OF AGREEMENT  
between  
CHROMALOX INC.  
and the  
UNITED STEELWORKERS OF AMERICA

When an employee is absent on Company business, Union business or in attendance at a training course, he/she will be advised promptly of jobs posted in accordance with Article 13.01. If on Union business for longer than one (1) day, the employee must leave a telephone number with the Company where they can be contacted. If no telephone number is left, the Company shall have no obligation to contact. Any response from the employee must be within the posting period.

**Dated** at Cambridge this 15th day of April, 1991.

**FOR THE COMPANY**  
H. Groff  
Barry MacKinnon  
Jan McEwin

**FOR THE UNION**  
Ursulina C. Gabriel  
Angela Morrow  
Linda Pettigrew  
D. C. Wilton



LETTER OF AGREEMENT  
between  
CHROMALOX INC.  
and the  
UNITED STEELWORKERS OF AMERICA

Employees are required to punch the time clock (out and in) at lunch hour, only when such employees leave the property.

**Dated** at Cambridge this 15th day of April, 1991.

**FOR THE COMPANY**  
H. Groff  
Barry MacKinnon  
Jan McEwin

**FOR THE UNION**  
Ursulina C. Gabriel  
Angela Morrow  
Linda Pettigrew  
D. C. Wilton

LETTER OF AGREEMENT

between

CHROMALOX INC.

and the

UNITED STEELWORKERS OF AMERICA

It is understood and agreed that if an employee is late the **day prior** to a holiday or late the day after the holiday, the **employee** will not necessarily lose the pay for the holiday **providing** the employee provides a reasonable excuse, **acceptable** to the Company, for such lateness (Article 15.02).

Dated at Cambridge this 15th day of April, 1991.

**FOR THE COMPANY**

H. Groff  
Barry MacKinnon  
Jan McEwin

**FOR THE UNION**

Ursulina C. Gabriel  
Angela Morrow  
Linda Pettigrew  
D. C. Wilton



LETTER OF AGREEMENT

between

CHROMALOX INC.

and the

UNITED STEELWORKERS OF AMERICA

Re: Temporary Maintenance Placement

Where there is a vacancy in the Maintenance 2 classification, it is the intention of the Company to temporarily transfer an employee from the Machine Operator 4 classification to Maintenance 1 classification to perform routine maintenance functions during the time required to award a Maintenance 2 position internally or recruit externally. The understanding between the Company and the Union concerning the forty-five (45) calendar day limitation on temporary transfers shall be applicable to this type of temporary transfer. However, because of the potential difficulties in quickly filling a Maintenance 2 position, the Company and the Union may

mutually agree to extend the forty-five (45) day period, and such agreement shall not be unreasonably withheld. This Agreement shall in no way restrict the Company in continuing its present practice of contracting out maintenance functions requiring specific skills or equipment, either on site or off site.

Dated at Cambridge this 15th day of April, 1991.

**FOR THE COMPANY**

H. Groff  
Barry MacKinnon  
Jan McEwin

**FOR THE UNION**

Ursulina C. Gabriel  
Angela Morrow  
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D. C. Wilton

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**LETTER OF AGREEMENT**

between

**CHROMALOX INC.**

and the

**UNITED STEELWORKERS OF AMERICA**

**Training Program**

The recognized training period for operator 1 line tender will be up to 3 months of training, where applicable, and the balance of 3 months at class 2 level. The rate of pay will be equal to the employee's current job rate upon entering the program for the first 6 weeks and at a rate of training position or job rate, whichever is greater, for final 6 weeks of the program.

The recognized training period for operator 2,3,4, and paint system operator will be 6 months, and will receive training on current classification for up to 6 months and balance of training above or below their classification where applicable. The rate of pay will be equal to employee's current job rate upon entering the program for the first 3 months and at a rate of training position or job rate, whichever is greater, for final 3 months of the program

Present employees with proven mechanical skills in groups 2,3, and 4 and paint system operator will be **grandparented** in respect to mechanical testing; it is also **agreed** that the Company and Union will work together to develop an **appropriate** manual mechanical **dexterity** test and **eliminate** the use of written mechanical **aptitude** test.

Job training will be achieved by **asking** the most senior operator if he/she would like to train upon meeting the **necessary** requirements. It is also **agreed** by the parties that, upon completion of the **training period**, the employee shall be **returned** to his/her **former job** and department, unless in conflict with Article 9 of the Collective Agreement.

The parties agree to a joint training committee of 2 elected **or appointed** union and 2 management persons to meet and **review** with the trainee his/her progress and, from time to time, review and improve **training procedures** and/or other pertinent jobs on which **the training** program should **apply**.

The parties agree further **training** guidelines have been established covering number of trainees, job **posting** temporary or permanent, assessment intervals and exemption of tow motor classification.

Dated at Cambridge this 15th day of April, 1991.

**FOR THE COMPANY**

H. Groff  
Barry MacKinnon  
Jan McEwin

**FOR THE UNION**

Ursulina C. Gabriel  
Angela Morrow  
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**LETTER OF AGREEMENT**  
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**CHROMALOX INC.**  
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**UNITED STEELWORKERS OF AMERICA**

When the plant is scheduled for three shift operation, employees who are scheduled to be working in the following areas will receive a twenty (20) minute paid lunch

- a. paintline
- b. rollforming
- c. tubing
- d. stamping

Dated at Cambridge this day of April, 1991.

**FOR THE COMPANY**

H. Groff  
Barry MacKinnon  
Jan McEwin

**FOR THE UNION**

Ursulina C. Gabriel  
Angela Morrow  
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D. C. Wilton

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**LETTER OF AGREEMENT**  
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RE: Assembly Line

Further to the understanding of the Company and the Union concerning senior employees' expressed preference for straight off shift assignment without rotation and because of the specific scheduling requirements of entire lines of Assemblers, the Company and Union agree to meet after ratification to discuss implementation of a program following these general principles: The following shall apply to such Assemblers:

- (1) Assemblers shall be asked if they wish to work a straight off shift.
- (2) If at least enough agree so that an entire line can be staffed, they shall be accommodated; if more than a full line so indicates, the most senior Assemblers shall be assigned.
- (3) Similarly, of those then seeking the available straight day jobs, the most senior Assemblers shall be so assigned. (4) Senior Assemblers shall have the right to request transfers from the line to the "back" of the shop when Assembler vacancies occur; newly hired Assemblers shall commence on the line.
- (5) Opportunities for overtime on the line shall be equitably distributed amongst those Assemblers normally working on the line.

Dated at Cambridge this 15th day of April, 1991.

**FOR THE COMPANY**

H. Groff  
Barry MacKinnon  
Jan McEwin

**FOR THE UNION**

Ursulina C. Gabriel  
Angela Morrow  
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**LETTER OF AGREEMENT**

between

**CHROMALOX INC.**

and the

**UNITED STEELWORKERS OF AMERICA**

The joint Union/Management Safety and Health Committee will review, from the guidelines of the Workers' Compensation Act, the requirements of proper and adequate first aid equipment.

Dated at Cambridge this 15th day of April, 1991.



**FOR THE COMPANY**  
H. Groff  
Barry MacKinnon  
JanMcEwin

**FOR THE UNION**  
Ursulina C. Gabriel  
Angela Morrow  
Linda Pettigrew  
D. C. Wilton



**LETTER OF AGREEMENT**  
between  
**CHROMALOX INC.**  
and the  
**UNITED STEELWORKERS OF AMERICA**

The Company agrees to deduct on a weekly basis the amount of forty (40) cents per week from the wages of all employees in the bargaining unit for all hours worked, and prior to the 15th day of the month following to pay the amount so deducted to the "Humanity Fund" and to forward such payment to the National Office of the United Steelworkers of America, 234 Eglinton Ave. E. Toronto, Ontario, M4P 1K7 and to advise in writing both the Humanity Fund and the Local Union that such payment has been made, the amount of such payment and the names of all employees in the bargaining unit on whose behalf such payment has been made. All employee deductions are voluntary and may be cancelled upon request.

Dated at Cambridge this 15th day of April, 1991.

**FOR THE COMPANY**  
H. Groff  
Barry MacKinnon  
JanMcEwin

**FOR THE UNION**  
Ursulina C. Gabriel  
Angela Morrow  
Linda Pettigrew  
D. C. Wilton

**LETTER OF AGREEMENT**

between

**CHROMALOXINC**

and the

**UNITED STEELWORKERS OF AMERICA**

Where management takes the position that it is not able to comply with the advance notice provisions of Section 9.05 (c) of the **Collective Agreement**, it shall have the onus of providing a **reasonable** explanation as to its lack of adequate notice to allow it to comply with Section 9.05 (c).

Should this issue become a **subject** matter of arbitration, initial onus on this issue shall **be** upon the **Employer to** establish that management did not have such **sufficient** advance notice to allow compliance with Section 9.05 (c).

Dated at Cambridge this 15th day of April, 1991.

**FOR THE COMPANY**

H. Groff  
Barry MacKinnon  
Jan McEwin

**FOR THE UNION**

Ursulina C. Gabriel  
Angela Morrow  
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D. C. Wilton

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**LETTER OF AGREEMENT**

between

**CHROMALOXINC**

and the

**UNITED STEELWORKERS OF AMERICA**

Where the **Company** creates a new bargaining unit job, the **Company** shall **first** negotiate the rate **for** the new job with the **Union**. However, **if** the parties **fail** to agree to a new rate, the **Union may** file a grievance in accordance with Section 7.12 hereof. If the dispute is not resolved and proceeds to Arbitration, the Arbitrator in determining the dispute shall rank the new job and its rate in relationship

to other related or similar jobs covered by the Collective Agreement.

If the Arbitrator establishes a rate higher than established by the Company, such rate shall be retroactive to the date an employee(s) commenced working in such new classification. During the discussions between the parties, the grievance procedure or arbitration process, the rate originally established by the Company shall be paid until altered by either Agreement of the Parties or Arbitrations.

Dated at Cambridge this 15th day of April, 1991.

**FOR THE COMPANY**

H. Gruff  
Barry MacKinnon  
Jan McEwin

**FOR THE UNION**

Ursulina C. Gabriel  
Angela Morrow  
Linda Pettigrew  
D. C. Wilton

•

**LETTER OF AGREEMENT**

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It is understood that the vacation year is July 1 to the following June 30. Employees eligibility for vacation is determined by their anniversary date. Employees who have an anniversary date between July 1 and December 31 shall be entitled to their additional week with pay at any mutually agreeable time between their anniversary date and the following June 30, and they shall receive the relevant pay to clear out their vacation entitlement for that vacation year. They shall then be eligible for their normal 3 weeks vacation with pay (or 4 weeks as the case may be) in each following July 1 to June 30 vacation year.

Employees with an anniversary date from January 1 to June 30 inclusive shall be eligible for the additional week with pay after July 1 following.

In all cases, anniversary date shall be based on the employees seniority date.

Dated at Cambridge this 15th day of April, 1991

**FOR THE COMPANY**

H. Groff  
Barry MacKinnon  
Jan McEwin

**FOR THE UNION**

Ursulina C. Gabriel  
Angela Morrow  
Linda Pettigrew  
D. C. Wilton

●  
**LETTER OF AGREEMENT**

between

**CHROMALOX INC.**

and the

**UNITED STEELWORKERS OF AMERICA**

Retirement/Pension Programme

The Company and the Union shall, upon the signing of the Collective Agreement, establish a joint committee with equal representation (two from the Company - two from the Union) to explore and review options and, if possible make recommendations to the respective principals concerning a mutually acceptable pension/retirement plan.

On and after January 1, 1992 the Company shall establish a Retirement/Pension Trust Fund and accrue ~~10¢~~ per hour worked by seniority employees on and after January 1, 1992 with the intent of the resultant funds providing a mutually **agreed upon pension/retirement plan**. If the Company and the Union mutually agree to such plan before January 1, 1992, the aforesaid, on and after January 1, 1992, ~~10¢~~ shall be paid directly to the funding of such agreed upon plan; in these circumstances, the trust fund referred to above need not be established.

**Any agreed upon plan, including the Retirement/Pension Trust Fund, shall feature a two year vesting provision that an employee who terminated or is terminated (other than by retirement) anytime up to and including two years from**

the commencement of contributions being paid for hours worked by such employee shall have no claim, directly or indirectly to any monies accrued or benefits obtained by the fund or plan for the general benefit of remaining participating employees.

Retirement referred to above shall mean by age 65 or as provided by the plan or by agreement by the parties.

Dated at Cambridge on the 15th day of April, 1991

**FOR THE COMPANY**

H. Groff  
Barry MacKinnon  
Jan McEwin

**FOR THE UNION**

Ursulina C. Gabriel  
Angela Morrow  
Linda Pettigrew  
D. C. Wilton

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The Company and the Union agree during the life of the Collective Agreement dated April 22, 1990, that a second shift, in instances where a two (2) shift operation is required in all or part of the operation, shall be continued in such affected part(s) of the operation on the following basis, and subject to the Company's production requirements as mentioned in Section 8.03:

- (1) The second shift shall be comprised of four by ten (4 X 10) hour work days, Monday to Thursday inclusive.
- (2) For employees on such second shift, overtime shall be paid at time and onehalf (1 1/2) for all hours worked in excess of ten (10) hours per day and for all hours worked on Fridays, Saturdays and designated holidays.
- (3) All rest periods on ten (10) hour second shifts shall be as per eight (8) hour shifts.
- (4) Weekly Indemnity payments shall be based on five (5) days of eight (8) hours regardless of shifts.

- (5) All day shift, one shift, and three shift operations in all or part of plant shall be five (5) days of eight (8) hour work week.
- (6) Employees on a two (2) shift operation shall rotate two (2) weeks on days, two (2) weeks on afternoons.
- (7) Designated holidays to be paid eight (8) hours or ten (10) hours depending on shift worked in the week in which the holiday falls - objective to be to provide forty (40) hours pay in week in which holiday falls except for Christmas, New Years' period when all six (6) relevant holidays to be paid at eight (8) hours.
- (8) The Company will not schedule three (3) shift operations for the sole purpose of avoiding implementation of a continuation of the four by ten (4 X 10) hour second shift.
- (9) The continuation of the four by ten (4 X 10) hour second shift shall be the proper subject of negotiations between the Company and the Union during negotiations for the renewal of the Collective Agreement between the parties.
- (10) Where the Company changes the standard schedule of starting and quitting times of the ten (10) hour shifts, it shall notify the local union in advance of such change.

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