

SOURCE	C.O.		
EFF.	40	08	21
TERM.	92	08	25
COLLECTIVE / No. OF EMPLOYEES	77		
NOMBRE D'EMPLOYÉS	L.W.		

between

**STEPHENS-ADAMSON
DIVISION OF
BOLIDEN ALLIS CANADA INC.
Belleville, Ontario**

and

**UNITED STEELWORKERS
OF AMERICA ON BEHALF OF
LOCAL 15303 OR ITS SUCCESSORS**

August 26, 1990 to August 25, 1992

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COLLECTIVE AGREEMENT

This Agreement entered into this 10th day of September, 1990.

BETWEEN

Stephens-Adamson, Division of Boliden Allis Canada Inc. having its manufacturing plant at Belleville, Ontario, and herein acting with respect only to such plant (hereinafter called the Company).

AND

United Steelworkers of America on behalf of Local 15303 or its successors (hereinafter called the Union).

WHEREAS on May 2, 1963, the Union has been certified by the Ontario Labour Relations Board of the Province of Ontario as the bargaining agent for all employees of Stephens-Adamson Division of Boliden Allis Canada Inc., in Belleville, save and except foremen, persons above the rank of foremen, office, engineering and sales staff, and field erection crews.

Article 1

RECOGNITION

Section 1: The Company recognizes the Union as the exclusive bargaining agent for all hourly employees at the Company's Belleville, Ontario plant save and except foremen, persons above the rank of foremen, office, engineering and sales staff, and field erection crews. This agreement shall not be altered or amended except by agreement between the Company and the executive of the Union.

Article 2

CHECK OFF

Section 1: The Company shall deduct, on a weekly basis, regular Union dues as specified in the Constitution of the United Steelworkers of America. The Union shall advise the Company of revisions in writing.

Following the last pay day of each month, dues will be remitted to the International Secretary-Treasurer, The United Steelworkers of America, P.O. Box 13083, Postal Station A, Toronto, Ontario, M5W 1V7, along with an itemized list of employee deductions. The Company will inform and explain reason when dues for any employee have not been deducted.

The Union shall indemnify and save the Company harmless against any and all claims, demands, suits or other forms of liability arising out of, or by reason of, action taken by the Company in complying with the provisions of this section as to the deduction of dues, from the pay of the employee.

Article 3

MANAGEMENT RIGHTS

Section 1: Except as otherwise specifically provided in this Agreement, the Company retains all the rights and functions of management that it has by law, and exercise of any such rights or functions shall not be subject to arbitration unless mutually agreed.

Without limiting the generality of the foregoing, this includes:

(a) The right to manage the plant and direct the working forces, including the right to hire, promote, suspend, transfer or lay off employees for any cause in accordance with the provision of this Agreement, so long as such right is not exercised for the purpose of discrimination against any employee because of his membership in the Union or because of Union activity. If there is a claim of discriminative upgrading, demotion or transfer, or claim that an employee has been discharged or disciplined without reasonable cause under the conditions of this article, the Union may make it the

subject of a Grievance, and deal with it as provided in this Agreement.

(b) The determination of products to be manufactured or services to be rendered.

(c) The location of the business, including the establishment of new units and the relocation or closing of old units.

(d) The determination of the lay out and equipment to be used in the business; the processes, techniques, methods and means of manufacture and distribution; the materials to be used and the size and character of inventories.

(e) The determination of financial policies, including general accounting procedures, prices of goods sold and customer relations.

(f) The determination of the management organization, and of the size of the work force, the allocation and assignment of work to workers, determination of policies affecting the selection of employees, establishment of quality of standards, judgement and workmanship required.

(g) The maintenance of discipline and control and use of the plant property and establishment of rules, including merit and demerit ratings,

(h) The scheduling of operations and the number, starting time and length of shifts.

(i) The determination of safety, health and property protection measures, and the determination of the length and date of any vacation period.

(j) Nothing contained in this Agreement shall prevent an employee or the Company from going through the grievance procedure to determine whether or not a breach in this Agreement took place.

Article 4

UNION REPRESENTATION

Sectiona (1): The Company acknowledges the right of the Union to appoint or otherwise select a Negotiating Committee of not more than five employees. There will be three (3) members on the Negotiating Committee if there is less than one hundred (100) employees, including temporary laid off employees, at time of notification. There will be five (5) members on the Negotiating Committee if there is one hundred (100) or more employees, including temporary laid off employees, at time of notification. The Union will co-operate with the Company in the administration of this Agreement.

Section 1 (b): The Company acknowledges the right of the Union to appoint or otherwise select one **(1)** steward per shift, per department, and a Chief Steward to assist employees in presenting their grievances to the representatives of the Company. A shift consists of at least eight **(8)** employees.

Section 2 (a): The Union acknowledges that Stewards, members of the Committees, and Union Officers, have regular duties to perform on behalf of the Company, and that such persons will not leave their regular duties without obtaining the permission of their foreman, or the foreman's supervisor, or in their absence the Personnel Manager, and when resuming their regular duties they will report to their foreman, or the foreman's supervisor, or in their absence, the Personnel Manager and will give any reasonable explanation which may be requested with respect to their absence. The Company agrees that permission will not unreasonably be withheld.

Section 2 (b): It is clearly understood that Stewards and other Union officers will not absent themselves from their regular duties unreasonably in order to deal with the grievances of employees or with other Union business; and that in accordance with this understanding the

Company will compensate such employees in handling grievances of employees and attending meetings of the Grievance Committee, at their regular rate of pay, and that this does not apply to time spent on such matters outside of each employee's regular working hours. The Company agrees to pay members of the Negotiating Committee eight (8) hours daily at their regular rate of pay, excluding shift premium, to attend negotiating meetings scheduled with the Company and attendance at Conciliation and Mediation meetings.

Section 3: It is agreed that at meetings between the Company and the Union pertaining to grievances, labour management, negotiations and monthly meetings a representative or representatives of the International Union may be in attendance.

Section 4: The Union shall furnish the Company in writing the names of the union officers, stewards, and members of the Grievance Committee. Any temporary changes will be reported verbally to the Company while any permanent change shall be reported in writing. The Company shall not recognize any employee as an union officer, steward, or grievance committee member without such notice.

Section 5: The Company will grant time off without pay only to union officers and stewards to attend union meetings scheduled during any shift.

Article 5

GRIEVANCE PROCEDURES

Section 1: Greivance Committee shall consist of the President, two elected members, and the Steward involved.

"Grievance" as used in this Agreement is a complaint or request relating to wages, hours, working conditions, or any other matter covered by this Agreement, involving a difference between the parties as to the interpretation, application, administration or alleged violation of this Agreement, and shall only relate to or concern any grievance which has arisen or arises subsequent to the date of this Agreement.

Section 2: It is the mutual desire of the parties hereto that written complaints of employees shall be adjusted as quickly as possible, and it is generally understood that an employee, or group of employees, has no grievance until he has first given to his foreman or supervisor two (2) working days to adjust his complaint. It is understood that the employee, or group of employees, has the right to have his Steward accompany him if the employee so desires.

Section 3: The Company may refuse to consider any grievance the alleged circumstances of which occurred more than five (5) full working days previous to the date of lodgement of the grievance in writing.

Section 4 (a): **STEP NO. 1**

If the complaint is not satisfactorily settled, a grievance may be presented in writing stating the clause(s) of the contract deemed to be violated, within three (3) working days to the Personnel Manager. Within three (3) working days of the receipt of the grievance, the Personnel Manager will arrange a meeting of the parties concerned. The Department Manager shall give his decision in writing within three (3) working days after this meeting.

Section 4 (b): **STEP NO. 2**

If the decision in STEP NO. 1 is not acceptable, then within five (5) working days of this decision, the grievance shall be returned to the Personnel Manager. Within five (5) working days thereafter, unless mutually agreed otherwise, representatives designated by the Company shall meet with the Grievance Committee to discuss the grievance. The Company's decision shall be given in writing within five (5) working days after the conclusion of this meeting.

Section 5 (a): Where a difference arises between the parties relating to the interpretation, application, administration of this agreement, including **any** questions as to whether a matter is arbitrable, or where an allegation is made that this agreement has been violated, either of the parties may after exhausting the grievance procedure

established by this agreement, notify the other party in writing of **its** desire to submit the difference or allegation to a single arbitrator to be selected by the parties to this agreement.

Section 5 (b): The party wishing to submit the matter to arbitration shall, within thirty (30) calendar days following the failure to reach a settlement in Step No. 2 of the regular grievance procedure, notify the **other** party in writing of its intention to submit the matter to arbitration setting out the issue to be arbitrated. Should the parties fail to agree upon an arbitrator within fifteen **(15)** calendar days of the notification of either party to the other party of its intention to submit the matter to arbitration, then either party may request the Minister of Labour for the Province of Ontario to appoint such an arbitrator.

Section 5 (c): The arbitrator shall hear and determine the difference or allegation and shall issue a decision, and the decision shall be final and binding upon the parties and upon any employee affected by it.

Section 5 (d): No person may be appointed as an arbitrator who has been involved in an **attempt to negotiate or settle the grievance.**

Section 5 (e): Each of the parties hereto shall bear jointly the expenses and fees of the arbitrator.

Section 5 (f): The arbitrator shall not have any power to alter or change any of the provisions of this agreement, or to substitute any new provisions for any existing provisions, or to give any decision inconsistent with the terms and provision of this agreement. In cases involving discharge or suspension, however, the arbitrator may uphold the Company's action in discharging or suspending, or may order reinstatement of the discharged or suspended employee with full compensation for time lost, or may issue such other decision within these limits which, in the arbitrator's opinion, is just and equitable in the circumstances.

Section 6: At any stage of the grievance procedure including arbitration the conferring parties may have the assistance of the employee or employees concerned and any necessary witnesses and all reasonable arrangements will be made to permit the conferring parties to have access to the plant and to view disputed operations and to confer with the necessary witnesses. Witness fees and allowances shall be paid by the party calling the witness.

Article 6

DISCHARGE CASES

Section 1 (a): A claim by an employee that he has been unjustly discharged from his employment shall be treated as a grievance if a written statement of such grievance is lodged with the

management by the employee within three (3) full working days after the employee ceases to work for the Company.

Section 1 (b): Such special grievance may be settled by confirming the Management's action in dismissing the employee, or by reinstating the employee with full compensation for time lost, or by any other arrangement which is just and equitable in the opinion of the conferring parties.

Section 1 (c): When an employee has been dismissed without notice he shall have the right to interview his Steward for a reasonable period of time before leaving the plant premises.

Article 7

MANAGEMENT GRIEVANCES

Section 1 (a): It is understood that the Management may call a meeting of the Grievance Committee or bring forward at any meeting held with the Grievance Committee any complaint with respect to violation, misinterpretation or non-application of the agreement by the union, its officers, committee men, or Stewards, and that if such complaint by Management is not settled to the mutual satisfaction of the conferring parties, it may be treated as a grievance and referred to arbitration in the same way as the grievance of an employee.

Article 8

SENIORITY

Section 1: An employee will be considered on probation for purposes of accumulating seniority until he has completed a total of forty-five (45) days worked for the Company. A probationary employee will be paid for statutory holidays and be eligible for all other applicable fringe benefits paid by the Company after thirty (30) calendar days. Students employed during the summer vacation period, on a temporary basis, will not be considered as probationary employees and will not be eligible for paid statutory holidays and other applicable fringe benefits.

Section 2 (a): The Union acknowledges that during his forty-five (45) days worked probationary period, an employee may be dismissed for reasons less serious than would be required for an employee not serving his probationary period.

Section 2 (b):

(i) Seniority in this agreement shall mean continuous service with the Company on a plant wide basis. Plant wide seniority lists shall be kept updated every three months and posted on the Company bulletin boards with a copy given to the Union.

(ii) When it is necessary to reduce the working force in any department because of a shortage of work, the following procedure will be followed:

(iii) The Company will first identify the employees who have become surplus in the job classifications because of the lack of work and will list them in order of seniority within the department.

(iv) The Company will then place a surplus employee in his same job classification in any other department to displace the employee with the least seniority in that job classification.

(v) If an employee is removed from his job classification and cannot be placed as in (iv) above, he will be permitted to bump laterally, in his labour group, or to any other lower job classification, or to any other higher job classification provided he had previously held that higher job classification within the Company, provided he can perform the normal requirements of the job. If the employee is unable to perform the normal requirements of the job within ten (10) working days, he will be placed on layoff. It is understood that employees will be trained in the safety aspects of the job in the same time period.

If an employee is placed on layoff due to his inability to perform the normal requirements of the job within ten (10) working days, he will not

be given notice of five (5) working days or pay in lieu thereof, as provided in (vii) below.

(vi) Notice of an employee's intention to bump and displace another employee with less seniority, must be given to the Company no later than the first working day following the day the layoff notice is given.

(vii) Any employee being laid off from the plant because of lack of work will be given notice of five (5) working days or pay in lieu thereof. The day on which notice is given will not be considered part of the said five (5) working days. Management will attempt wherever practical, to have layoffs effective at the end of the week.

Section 2 (c): For the purpose of this Agreement, seniority shall accumulate from last date of hire that the employee has been on the payroll of the Company. Accumulated seniority shall be lost on termination of employment. However, accumulated seniority shall not be lost if such termination is due to a layoff, provided that the lapse of time between the re-employment does not exceed ~~twenty-four~~ (24) months, for employees with two (2) years or **less** seniority and ~~thirty-six~~ (36) months for employees with over two (2) years seniority.

Section 3: An employee will lose all seniority and his employment terminated if:

Section 3 (a): He does not reply within three (3) working days to the Company's notification, by registered mail, to his last known address, to return to work, stating his intention to return as requested.

Section 3 (b): Continuous absence for three (3) working days without permission from the Company, except in cases of duly verified illness.

Section 3 (c): In the case of an absence due to occupational illness or injury, thirty-six (36) consecutive months from the end of the period for which the employee was paid Temporary Total Disability Workers' Compensation Weekly Benefits.

Section 3 (d): In the case of an absence due to non-occupation illness or injury; an employee with less than three (3) years of service, twelve (12) consecutive months from the end of the period for which the employee was paid Weekly Indemnity benefits; an employee with three (3) or more years of service, twenty-four (24) consecutive months from the end of the period for which the employee was paid Weekly Indemnity Benefits.

Section 3 (e): **All** persons re-hired after such time limits may have their seniority restored, but each case must be judged solely on its individual merits.

Section 4: In case of lay off or dismissal, the Company will notify the Union, in writing, when the notice of lay off or dismissal is given.

Section 5: Employees who have been laid off because of lack of work, or unable to perform work assigned under 2 (b) (v) or does not elect to bump an employee under 2 (b) (v) will be recalled to work, when work becomes available, in the inverse order of their seniority, provided they are able to do the work available. New employees will only be hired when employees on layoff are not able to do the work available.

Section 6: It shall be the duty of employees to notify the Company promptly of a change in address and/or telephone number. If an employee should fail to do this, the Company will not be responsible for failure of a notice to reach such employee.

Article 9

JOB POSTING

Section 1: All vacancies, including lead hands, or new jobs expected to be permanent, coming under the jurisdiction of this Agreement, shall be posted for three (3) working days to allow employees to make application for such jobs. Any such vacancies or new jobs not filled within thirty (30) calendar days after the end of the posting period will be considered void.

An employee may apply for posted vacancies by completing the application form, and submitting it to the Personnel Department, in accordance with the time restrictions of the posting.

When a vacancy is to be filled in accordance with this Article, and skill, ability and efficiency is relatively equal between applicants, then seniority will govern. Any applicant not selected will be given reason(s) in writing.

It is understood that temporary jobs exceeding thirty (30) working days duration will be posted at the end of this time, unless mutually agreed otherwise. There will be no secondary postings on temporary jobs.

New employees will only be hired when employees within the bargaining unit are not able to do the work available.

Section 2: Employees accepting a job posting may revert to their former occupation within five (5) working days.

Section 3: It is understood that employees accepting a job posting cannot apply for another job posting for a period of four (4) months unless the job posting is a promotion.

Article 10

SAFETY

Section 1: The Company states that its policy is to provide proper safety and health facilities including adequate first aid and medical facilities, proper ventilation and heat in accordance with the standards set out by the laws of the Province of Ontario and/or of the Dominion of Canada.

There is an established Safety Committee on which there will be union representation.

The Union-Management Safety Committee will conduct a plant tour followed by a meeting no less than once a month unless mutually agreed otherwise.

The Company will pay 75% of the cost of prescription ground safety glasses in accordance with Company specifications.

The Company states that all protective equipment needed to ensure employees' safety is being supplied and paid 100% by the Company. The Company agrees to keep on hand spare equipment as required.

The Company will pay \$60.00 per calendar year effective January 1, 1991, towards the cost of C.S.A. approved safety footwear. This payment will be made to all active employees as of January 1 each year, no later than January 31. Non-active employees will receive their payment when they return to full-time employment. Probationary employees will receive their payment after the successful completion of their probationary period.

Article 11

WELFARE

Section 1: The present contributory pension was frozen as of December 31, 1980. Effective August 26, 1990 the non-contributory pension payable shall be \$9.00 per month per year of service for all past service to August 26, 1987. Effective August 26, 1991, the pension will be increased to \$10.00 per month per year of service for all credited service.

Full vesting rights are applicable after two (2) years of continuous service with the Company.

Section 2 (a): The following is a list of benefits of which the company pays 100% of the premium cost:

- Ontario Health Insurance Plan
- Prescription Drugs
- Life Insurance - \$20,000.
- Major Medical Coverage
- Semi-Private Coverage
- Weekly indemnity
- Accidental Death and
Dismemberment - \$20,000.

Dental Plan - based on current O.D.A. fees

Complete details of the above plans are contained in your Group Insurance Plan booklets with a separate booklet for the Dental Plan.

The weekly disability benefit commences on the first day of a disability due to a non-occupational accident and on the fourth day of a disability due to a non-occupational illness and is payable for a maximum of twenty-six (26) weeks, during any one period of disability. The first day and fourth day start from your first visit to a doctor or admission to a hospital, whichever occurs first. The amount of weekly indemnity payment is 66-2/3% of your weekly insurable earnings up to the current Unemployment Insurance Commission maximum weekly insurable earnings. Successive periods of disability separated by less than

two weeks of full time active employment at the employee's customary place of employment shall be considered one period of disability unless the subsequent disability is due to a non-occupational accident or a non-occupational illness entirely unrelated to the cause of the previous disability and commences after the employee has returned to full time active employment.

Section 3: The Company is to receive the annual U.I.C. premium rebate due to increasing the weekly indemnity benefits to the maximum weekly benefit allowed by U.I.C.

Section 4: Effective September 1, 1988 the Company will continue to pay the medical premiums as follows for occupational or non-occupational illness or injury.

(a) In the case of an absence due to occupational illness or injury, thirty-six (36) consecutive months from the end of the period for which the employee was paid Temporary Total Disability Workers' Compensation weekly Benefits.

(b) In the case of an absence due to non-occupational illness or injury; an employee with less than three (3) years of service, twelve (12) consecutive months from the end of the period

for which the employee was paid Weekly Indemnity Benefits; an employee with three (3) or more years of service, twenty-four (24) consecutive months from the end of the period for which the employee was paid Weekly Indemnity Benefits.

If the employee wishes to continue benefit coverage after this date, then he must make arrangements with the Personnel Department for payment of premiums. Any **one** on occupational or non-occupational sickness or injury benefits **as of September 1, 1988** will continue to have benefit coverage until he is able to return to work, retires, quits, or becomes deceased.

Article 12

BULLETIN BOARD

Section 1: The Company will provide bulletin boards in satisfactory locations throughout the plant for the convenience of the Union in posting notices of Union activity. All such notices must be signed by the proper officer of the Local Union and submitted to the Personnel Manager for his approval.

Article 13

WAGE RATES

Section 1 : The Company agrees to maintain the rate schedules attached and marked Schedule A-1 during the term of this Agreement.

Article 14

HOURS OF WORK AND OVERTIME

Section 1: The Company does not guarantee to provide work to employees for regularly assigned hours or for any other hours.

Section 2 (a) (i): The normal hours of work for the day shift will be forty (40) hours per week consisting of eight (8) hours per day, Monday through Friday, from 7:00 A.M. to 3:30 P.M. each day.

Section 2 (a) (ii): Authorized work performed in excess of each employee's normal number of daily hours of work in any one day shall be paid at the rate of time and one half provided that the employee shall report to work at least four hours during the first morning and three hours during the last afternoon of the prevailing scheduled work week, unless special permission for absence has been granted. Any time worked on Saturday will be paid at the rate of time and one half except for regularly scheduled shift hours starting on Friday night and ending on Saturday morning which will be paid at the regular straight time hourly rate. Any time worked on Sunday will be at double time except for regularly scheduled shift hours starting on Sunday night and ending

on Monday morning as part of a regularly scheduled work week, which will be paid at the regular straight time hourly rate.

When the Company schedules three (3) shifts, the shifts will rotate from days to nights to afternoons as follows:

Days - 7:00 A.M. to 3:00 P.M.
Nights - 11:00 P.M. to 7:00 A.M.
Afternoons - 3:00 P.M. to 11:00 P.M.

Employees working on a three (3) shift rotating basis will be paid a thirty (30) minute lunch period provided they remain on the Company premises.

The Company will endeavour to advise employees of overtime work not later than lunch-eon period of the day on which the overtime is to be worked.

The work day shall be a period of twenty-four (24) consecutive hours commencing with the starting time of the employee's regular scheduled shift.

Section 2 (a) (iii): The Company undertakes to communicate to the Union any change made by the Company in the hours of work which affects the majority of employees, which the

Company expects will apply for a period exceeding two weeks, before such change becomes effective.

Section 3 (a) (i): The Company shall schedule for all employees one rest period of ten (10) minutes during each morning shift.

Section 3 (a) (ii): Each employee shall be granted one two (2) minute wash up period before his luncheon period. A period of five (5) minutes before the end of his working day will be granted for the purpose of putting away tools, cleaning work benches, or machines, making out time cards and washing up.

Section 3 (a) (iii): It is understood that an employee shall be at his workplace and ready to assume his duties at the commencement of his working day. If he is late in excess of three (3) minutes, but not over eighteen (18) minutes, he shall be penalized fifteen (15) minutes. If he is late from nineteen (19) to thirty-three (33) minutes, he shall be penalized thirty (30) minutes and so on.

Section 3 (a) (iv): If an employee reports for work when scheduled to do so without having been previously notified not to work, he shall be provided four (4) hours work at his straight time rate, or, in lieu thereof, shall receive four (4)

hours pay at his straight time rate; provided, however, that he shall not be entitled to such work or such pay;

(1) If the failure to provide work is due to circumstances beyond the control of the Company,

(2) If the employee has not provided the Company with his correct telephone number or cannot be reached at that number.

Section 3 (a) (v): If an employee is required, by the Company, to report to the said works for the performances of emergency work at other than his regularly scheduled working hours, he shall **be** paid a minimum amount equivalent to four (4) hours straight time at his regular straight time hourly rate. If his pay for the performance of such work is less than this amount except when such work forms a continuous period with his regularly scheduled working hours, in which case no minimum shall apply. Any emergency or call-in work in which the employee works **over** two and one-half (2½) hours on Monday through Saturday will be paid at time and one half and over two (2) hours on Sunday will be paid at double time the employee's straight time hourly rate.

Section 3 (a) (vi): Whenever an employee's regularly scheduled working hours are changed

by the Company, that is both starting and finishing times changed, he shall be paid at the rate of time and one half, for work performed during his first working day following such change unless that employee is notified by the end of the previous work week, unless an emergency situation arises.

Section 4 (a): The normal hours of work for the afternoon shift will be forty (40) hours per week consisting of ten (10) hours per night Monday through Thursday, unless mutually agreed otherwise.

Section 4 (b): There shall be no pyramiding of overtime pay. Employees shall not be paid more than once, and for more than one reason, or under more than one provision of this article, for the same hours worked. If two or more overtime premiums are applicable to the same hours worked an employee shall receive only the highest overtime premium applicable to such hours, except calculation of overtime for the night shift will include the shift premium to which they are entitled.

Section 5: If an employee cannot come to work due to an illness or another legitimate reason, he is to notify his foreman within one (1) hour before the start of the afternoon or night shift or one (1) hour after the start of the day shift.

If he neglects to notify the foreman prior to the end of his scheduled shift, then it is considered an unexcused absence unless it is impossible for him to personally contact his foreman. If he is unable to contact his foreman, he is to leave a message with the Personnel Department.

Section 6: Overtime will be distributed as equitably as possible as follows:

(a) Overtime work will be first offered to employees in the department who were doing that job during the shift, provided such employees were working within their proper classification. If a vacancy still exists, the senior employee in the classification will be asked in order of sequence. Additional vacancies may be offered to employees outside the department.

(b) Overtime work on weekends will be first offered to employees who performed such work during the week, (i); from within the department and (ii); then, to employees from outside the department. Where the numbers of employees from outside the department exceeds the requirements for weekend overtime, such employees will be offered such work in order of seniority in the classifications needed. Additional vacancies may be offered to employees outside the department.

- (c) Overtime work is voluntary and no employee will be required to work overtime if someone **else** is available to do the work. In cases where no employee is voluntarily available, the employer may assign needed employees to work overtime in the inverse order of seniority.
- (d) Overtime refused by any employee and overtime missed by any employee being absent from work for any reason shall be recorded **as** overtime worked.
- (e) Permanently transferred or newly hired employees will be considered as having worked the average amount of overtime recorded by other employees in the same classification.
- (f) **A** record **of** overtime worked shall be posted on department bulletin boards once each month.
- (g) If an error is made in recording or allotting of overtime it is to be adjusted at the next time overtime **is** worked.

Article 15

SHIFT PREMIUM

Section 1: **A** shift premium of 30 cents and 35 cents **per** hour respectively will be granted for the afternoon and night shift.

Article 16

STATUTORY HOLIDAYS

Section 1: The Company agrees to pay for the following nine statutory holidays: New Year's Day, Good Friday, Victoria Day, Canada Day, Boxing Day, Labour Day, Civic Holiday, Thanksgiving Day, Christmas Day, in addition the Company agrees to pay for three additional holidays, the dates of which will be mutually agreed upon. If Heritage Day is legislated by the Government, this will become a mandatory holiday and reduce the floating holidays to two. If a holiday falls on a Saturday, Sunday, or in midweek, and the parties agree to observe the holiday on a Monday or Friday, then the actual holiday becomes a regular work day and is to be paid at the regular work day rate. While these Statutory Holidays will be paid irrespective of whether they fall on a regularly scheduled working day or not, they are subject to the following:

(a) The employee is at work for the full shift of the working day or night immediately preceding such holiday and for the full shift of the first working day or night immediately following such holiday, except if such attendance could not be complied with due to a personal illness, verified by a doctor's certificate, or absent with sufficient reason for which permission has been previously

granted. Further, if the employee's illness is continuous then the employee shall receive statutory holiday pay for a maximum of ten (10) statutory holidays, during the life of this Agreement.

(b) The pay for such holiday, for each worker, shall be the employee's regular hourly rate multiplied by the normal hours of work that would have been scheduled for that day. For the night shift where the regular assigned number of hours vary it shall be the employee's regular hourly rate multiplied by the average number of hours worked during the week in which the holiday falls. In all cases, however minimum pay shall be eight (8) hours.

(c) Holidays which may fall within the vacation period of an employee shall be paid for in lieu of extra time off.

(d) It is agreed that holidays worked, that is, New Year's Day, Good Friday, Victoria Day, Canada Day, Boxing Day, Labour Day, Civic Holiday, Thanksgiving Day, Christmas Day, and three others as mutually agreed upon, will be paid for at the rate of pay of one and one-half times regular rates.

NOTE: The overtime rates for these holidays specified will be in addition to the regular rates of pay which will be paid when not worked.

Article 17

BEREAVEMENT ALLOWANCE

Section 1 (a): If a loss of an employee's scheduled working day is necessitated as a result of death in his immediate family, a regular day's pay, at the employee's regular straight time rate up to a maximum of three such days lost shall be allowed under the following circumstances. The days involved shall be the day of the funeral and the two immediately preceding calendar days. The term "immediate family" shall mean the employee's mother, father, wife, husband, brother, sister, son, daughter, mother-in-law, or father-in-law. The provisions of this paragraph shall be applicable only to an employee who actually attends the funeral or is making the necessary funeral arrangements. If any of said three days shall not be the employee's scheduled working days, they shall not be so compensable.

Section 1 (b): An employee will be allowed one day off with pay, on which to attend the funeral of his grandmother or grandfather provided such funeral takes place on a day that the employee would normally have been at work.

Section 1 (c): The employee will not be eligible for bereavement pay where the day(s) occurs during a time the employee is receiving payment for vacation, statutory holiday, sick leave,

Workers' Compensation, layoff or on leave of absence with or without pay.

Section 2: The Company will pay a maximum of three hours to three members of the Union Executive or their designate to attend the funeral of a fellow employee, either active or retired of the Company.

The President of the Union or his designate will notify the foreman and the Personnel Department the names of the employees who will be representing the Union at the funeral. This notification is to be given prior to the funeral.

Article 18

OTHER PROVISIONS

Section 1: The classification of employees shall be done by the Company, however, the Company agrees to review the classification of an employee with the Union at least twice, but not more than three times a year, if requested by the employee or the Union to do so. The Company will notify the employee and a Union executive of its decision, in writing, within one week,

Section 2 (i): The Company will establish a "Learner" classification into which labourers prior to classification and employees transferring to an entirely different type of work will be placed. The

rate for "Learner" will be a maximum of three (3) job classifications below the rate for the job they are learning. Progression will be a maximum of one job class every four months, provided they are progressing favourably. When the rate for the job has been reached the employee will be classified provided he is capable of doing the job. The foreman will report on the employee's progression at two months intervals.

Section 2 (ii): Employees reclassified to a higher class within their trade will receive a maximum of one labour group at classification and one labour group every two months until the job rate has been reached.

Section 2 (iii): Skilled tradesmen will be hired at a maximum of three labour groups below the job rate and will progress to the top at a maximum of one labour group every two months.

Section 2 (iv): When an employee has been reclassified he will be given a written record of his classification.

Section 2 (v): Provided nothing in this Agreement precludes the Company from establishing an apprenticeship program, if the Company undertook to guarantee that it would not mean dismissal or replacement of any of its present employees. Such plan, will, if instituted, conform to the standards of the Ministry of Labour.

Section 2 (vi): Existing jobs, new jobs and reclassified jobs have been sorted into Labour Groups in varying increments per hour for each Labour Group.

Section 2 (vii): When an employee is temporarily transferred to a job in a higher classification, at the convenience of the Company, he will receive an hourly rate which is within the rate range and which is appropriate to his level of skill and performance for that higher classification.

Section 3: Any salaried employee, shall not work on any jobs that are performed by hourly employees in the bargaining unit except when qualified bargaining unit employees are not readily available and diligent efforts have been made to contact them.

Section 3 (a): The Company will abide by the Letter of Intent on sub contracting signed by R.J. Swindles.

Section 3 (b): Deductions for approved employee purchases shall not be less than \$20.00 per week.

Section 3 (c): Where there is a holiday on Friday, the employees will receive their pay cheques on the previous Wednesday. On a

normal week, the night shift employees will receive their cheques on Wednesday, with the day shift employees receiving their cheques on Thursday. Where there is a holiday on Monday, all employees will receive their cheques on the following Thursday, unless mutually agreed otherwise.

Section 4: A Joint Action Committee, composed of three (3) union members and three (3) Company members will meet no less than once per month, unless mutually agreed otherwise.

Section 5: The Company agrees to deduct on a weekly basis the amount of \$0.01 per hour from the wages of all employees in the bargaining unit for all hours worked and, prior to the 15th day the month following, to pay the amount so deducted to the "Humanity Fund" and to forward such payment to United Steelworkers of America National Office, 234 Eglinton Avenue East, Toronto, Ontario, M4P 1K7, and to advise in writing both the Humanity Fund at the aforementioned address 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.

The first "Humanity Fund" deduction as aforesaid shall be for the fifth week following ratification of this agreement.

It is understood and agreed that participation by any employee in the bargaining unit in the program of deductions set forth above may be discontinued after receipt by the Company and **the** local union of that employee's written statement of his/her desire to discontinue such deductions from his/her pay which may be received during the four weeks following ratification of this agreement or at any time thereafter.

Article 19

LEAVE OF ABSENCE

Section 1 (i): When production requirements permit, the Company will grant leave of absence without pay to employees for valid personal reasons up to a maximum **of** one (1) month in any one year, upon written application in advance. Valid personal reasons will be understood to include sickness in the immediate family and extended vacation. It will be understood to exclude working for any other employer. Seniority and benefits will continue to accumulate during **the** absence.

Section 1 (ii): Jury Duty – If an employee is called for Jury Duty he will receive the difference between Jury Duty pay and his regular day's pay. This will be done on a weekly basis. Pay for subpoenaed witness will be reimbursed in the same manner **as** Jury Duty.

Section 1 (iii): The Company may grant leave of absence without pay to delegates of the Union not exceeding two in number, when required for the transaction of Union business at large, provided it does not *unduly interfere* with production or maintenance. Such leave of absence shall not exceed two weeks, unless mutually agreed otherwise.

Article 20

VACATIONS

Section 1: The Company recognizes the need for rest and recreation on the part of the employees and has therefore provided the vacation plan outlined in the following paragraphs. Vacations are allowed **as** a period of change and rest for the general good of the employees and Company alike. Therefore continuous service without any vacation, but with extra compensation is not regarded as good policy and no employee may make such decision.

Section 1 (a): Vacations are not cumulative from year to year.

Section 1 (b): The Company shall post a notice not later than May 15th of each year stating the time of starting and length of vacation period.

Section 1 (c): Each employee, who, as at June 30th of a current year has been continuously in the service of the Company one year or less shall receive one (1) week's vacation and four (4) percent of gross earnings for twelve (12) months immediately preceding June 30th of a current year.

Section 1 (d): Each employee, who, as at June 30th of a current year has been continuously in the service of the Company more than one (1) year but less than five (5) years shall receive two (2) weeks vacation and the greater of four (4) percent of gross wages or eighty (80) hours at the average hourly rate for twelve (12) months immediately preceding June 30th of a current year. Any employee who has been laid off over ~~thirty-five~~ (35) working days during the vacation year will only receive his percentage for vacation entitlement.

Section 1 (e): Each employee, who, as at June 30th of a current year has been continuously in the service of the Company more than five (5) years but less than twelve (12) years shall receive three (3) weeks vacation and the greater of six (6) percent of **gross** wages or one hundred and twenty (120) hours at the average hourly rate for twelve (12) months immediately preceding June 30th of a current year. Any employee who has been laid off over ~~thirty-five~~ (35) working days during the vacation year will only

receive his percentage for vacation entitlement.

Section 1 (f): Each employee, who, as at June 30th, of a current year has been continuously in the service of the Company more than twelve (12) years but less than twenty-one (21) years shall receive four (4) weeks vacation and the greater of eight (8) percent of gross wages or one hundred and sixty (160) hours at the average hourly rate for twelve (12) months immediately preceding June 30th, of a current year. Any employee who has been laid off over thirty-five (35) working days during the vacation year will only receive his percentage for vacation entitlement.

Section 1 (g): Each employee, who, as at June 30th of a current year has been continuously in the service of the Company twenty-one (21) years or more shall receive five (5) weeks vacation and the greater of ten (10) percent of gross wages or two hundred (200) hours at the average hourly rate for the twelve (12) months immediately preceding June 30th, of a current year. Any employee who has been laid off over thirty-five (35) working days during the vacation period will only receive his percentage for vacation entitlement.

Section 1 (h): The vacation entitlement year is defined as the period from July 1st to June 30th.

Section 2 (a): Employees who are eligible for three (3) weeks or more vacation will take two (2) weeks during the plant shutdown. The remaining earned vacation may be taken during the twelve (12) month period from July 1st of the vacation entitlement year, subject to discussion with the Company.

Section 2(b): Employees who are dismissed or leave voluntarily, will be dealt with in accordance with the "Ontario Employment Standards Act".

Section 2 (c): Should an employee die during the course of the Holiday Year, vacation pay will be computed and paid to the spouse or estate. The method of computation will be on the same basis had he lived.

Section 3: Maintenance Department employees required to work during vacation shutdown, shall be notified in writing no later than May 15th of the vacation year. If the Company decides at a later date that there is no work for these employees to perform during the vacation shutdown, the employees shall be compensated with two (2) weeks pay in lieu of work. It is understood that this **two (2) weeks** pay shall be in addition to vacation pay.

Section 4: Effective July 1, 1988 an employee with more than one year's seniority who is not actively employed for more than six (6) months due to a sickness or injury in the vacation entitlement year, shall receive, dependant on their entitlement, 4%, 6%, 8% or 10% of their gross earnings for the vacation entitlement year. Gross earnings shall not include Workers' Compensation or Weekly indemnity benefits.

Section 5 (a): Effective July 1, 1989, any employees taking vacation after this date will be paid their week(s) vacation pay on their last regular pay day prior to their vacation.

Section 5 (b): Approved vacation requests must be given to the Personnel Department in writing, no later than two (2) weeks prior to the vacation dates.

Section 5 (c): Vacation pay will not be issued for anyone taking any vacation of less than a week at a time.

Section 5 (d): Vacation pay will be calculated by dividing the number of weeks vacation entitlement into the annual vacation entitlement dollars and then multiplied by the number of weeks of the approved vacation requests.



Section 5 (e): Vacation pay will be part of the last regular pay cheque prior to an employee's vacation and income tax will be deducted separately from the regular pay.

Section 5 (f): Any unused vacation pay as of June 30th from the previous vacation entitlement year will be remitted to the employees with their regular pay cheque closest to this date.

Article 21

DURATION

Section 1 (a): This Agreement shall become effective ~~as of the~~ 26th day of August, 1990 and shall remain in full force and effect until the 25th of August, 1992, and from year to year thereafter, unless either party requests the other party to enter into negotiations for renewal of the Agreement within the period of ninety (90) days prior to the expiry date.

Section 1 (b): It is expressly understood that any details of this Agreement which may now or later conflict with applicable provincial and/or federal regulations are null and void, but the nullification of any one or more provisions will not nullify any provisions in this Agreement which are not in conflict with the government regulations.


Article 22

NO STRIKES OR LOCKOUTS

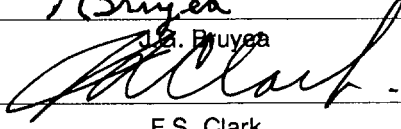
Section 1: The Company agrees that it will not cause or direct any lockouts of its employees, and the Union agrees that there will be no cessation of work which will stop or interfere with production during the life of this Agreement.

Duly executed by the parties hereto this 10th day of September, 1990.

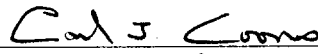
COMPANY



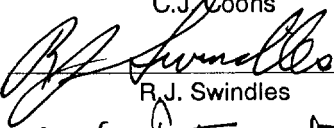
J. Bruyca



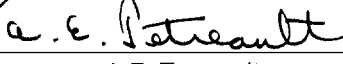
F.S. Clark



C.J. Coons



R.J. Swindles



A.E. Tetreault

UNITED STEEL WORKERS OF AMERICA

Ken Dafeo

K. Dafeo

Vic Elvin

V. Elvin

Robert Trubridge

R. Trubridge

Jack Ostroski

J. Ostroski

**SCHEDULE A-1
WAGE RATES AND CLASSIFICATIONS**

	EFFECTIVE August 26/90	EFFECTIVE August 26/91
<u>LABOUR GROUP 1</u>	10.59	11.12
Labourer		
Watchman-Janitor		
Sandblaster		
<u>LABOUR GROUP 2</u>	10.73	11.27
Structural Steel Fitter - C		
Mechanical <i>Fitter</i> - C		
Machinist - C		
Production Worker - C		
Crane Hook-up		
<u>LABOUR GROUP 3</u>	10.87	11.41
Crate Maker - Packer - B		
Material Handler		
Truck Driver		
<u>LABOUR GROUP 4</u>	11.01	11.56
Saw Operator		
<u>LABOUR GROUP 5</u>	11.15	11.71
Production Worker - B		
Press Brake Operator - B		
Punch Operator		
Lift Truck Operator		

	EFFECTIVE August 26/90	EFFECTIVE August 26/91
<u>LABOUR GROUP 6</u>	11.30	11.87
Maintenance Helper		
Shear Hand		
<u>LABOUR GROUP 7</u>	11.45	12.02
Shop Clerk		
Crate Maker – Packer A		
Shipper – B		
Welder – uncertified		
Overhead Crane Operator		
Machinist – B		
Radial Drill Operator		
Tool Grinder – B		
Structural Steel Fitter – B		
Mechanical Fitter – B		
Pulley Fitter – B		
Cycle Counter		
<u>LABOUR GROUP 8</u>	11.60	12.18
Structural Steel Layout – B		
Painter (Carrier)		
<u>LABOUR GROUP 9</u>	11.75	12.34
Receiver		

EFFECTIVE EFFECTIVE
August 26/90 August 26/91

LABOUR GROUP 10 11.91 12.51
Toolmaker - B
Custom Assembler - Carrier
N/C Operator
Painter (Fitting)
Production Worker - A

LABOUR GROUP 11 12.09 12.69
Welder (one ticket)
Tool Grinder - A
Multi-Torch Burner
C.N.C. Operator II
Press Brake Operator - A

LABOUR GROUP 12 12.28 12.89
Welder (two tickets)
Shipper - A
Double End Boring Mach. Operator

LABOUR GROUP 13 12.52 13.15
Machinist - A
Mechanical Fitter - A
Yard Crane Operator
Welder (three tickets)
Pulley Fitter - A
Maintenance Worker
Structural Steel Fitter - A

EFFECTIVE EFFECTIVE
August 26/90 August 26/91

<u>LABOUR GROUP 14</u>	12.78	13.42
Toolmaker – A		
Welder (four or more tickets)		
Structural Steel Fitter (certified)		
Machinist (certified)		
Maintenance Worker (certified)		
C.N.C. Operator I		

<u>LABOUR GROUP 15</u>	13.06	13.71
Structural Steel Layout – A		

<u>LABOUR GROUP 16</u>	13.35	14.02
Structural Steel Layout (certified)		

<u>LABOUR GROUP 17</u>	13.65	14.33
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<u>LABOUR GROUP 18</u>	13.96	14.66
Electrician (certified)		
Toolmaker (certified)		

NOTES:

(1) A Lead Hand will receive thirty (30) cents per hour more than his rate, and will only assist in passing on the work from management to the employees in the absence of the foreman.

(2) Machine Operators when actually operating two machines will receive an additional twenty-five (25) cents per hour.

August 26, 1990

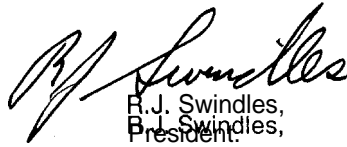
**LETTER OF AGREEMENT
ON WAGE RATES**

Mr. Ken Dafoe,
President, Local 15303,
United Steelworkers of America,
P.O. Box 5900,
Belleville, Ontario,
K8N 5C8.

Dear Mr. Dafoe:

There are two (2) employees being paid above the wage rates shown in the collective agreement in Schedule A-1. The rates will apply until the above employees are either reclassified or are no longer active employees of the Company.

RJS:at


R.J. Swindles,
President.

August 26, 1990

**LETTER OF INTENT
ON SUB-CONTRACTING**

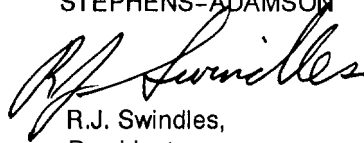
Mr. Ken Dafoe,
President, Local 15303,
United Steelworkers of America,
P.O. Box 5900,
Belleville, Ontario,
K8N 5C8.

Dear Mr. Dafoe:

This letter will confirm as agreed during contract negotiations that management will advise the President or his designate, when work of a significant value, normally done in the plant is to be subcontracted.

A significant value is considered to be work of over \$50,000. to a supplier.

Yours truly,
STEPHENS-ADAMSON



R.J. Swindles,
President.

RJS:at

August 26, 1990

**LETTER OF INTENT
FOR EMPLOYEES WITH THE
SAME STARTING DATE WITH COMPANY**

Seniority for employees with the same starting date with the Company shall be determined by the flip of a coin as agreed at the 1988 negotiations. Once this procedure has been completed, the seniority status of the affected employees will remain the same as long as they are employees of the Company.


Ken Dafoe


Carl Coons

SAFETY

1. **All** working injuries, however small, must immediately be reported to the First Aid Department, for treatment and recording.
2. While working or while on company property no employee will engage in any contact, feat of strength, unnecessary running, rough or boisterous conduct, that is likely to endanger the safety of any other person.
3. No employee may work, enter or remain on company property when his faculties have been impaired by alcohol or drugs.
4. **All** floor openings, pits, etc. will be guarded with barrier rails at all times.
5. **All** work areas will be kept in a clean and orderly condition at all times.
6. **All** scrap and garbage must be placed in the appropriate containers provided.
7. **All** materials must be kept within painted lines and/or out of the aisles.
8. **All** material must be safely and neatly piled.

9. **All** spills of oil, grease, etc., will be cleaned up immediately.
10. Machinery, including fork lift trucks, will only be operated by those men specifically authorized to do so by their foreman. The employees shall be instructed in the proper and safe use of the machinery.
11. Power must be switched off and all moving parts completely stopped, at any machine to be cleaned, repaired or adjusted, and the disconnect switch must be padlocked in the "off" position and fuses removed before such work **is** undertaken. The padlock key will remain in possession of the employee doing such work until he has finished his work and is ready to let the machine be taken back into use.
12. Unless considered to offer no hazard by the foreman, all oiling of machines and equipment; and belts or belt drive, greasing, etc. will only be done after such machinery, etc. has been stopped, and moving parts have come to **rest**.
13. Machine guards must be in place and properly adjusted before any machine may be

operated. Removal or tampering with machine guards is strictly prohibited and disregard of this safety rule will result in immediate dismissal.

14. **All** crane and hoist chains, cables and blocks will be regularly inspected for faults. No faulty cable or chain may be used for lifting at any time.
15. Employees will at all times avoid walking or standing beneath suspended loads.
16. Neither crane nor hoist chains, cable or slings, may be adjusted after a lift starts to take place unless the load has been first lowered and is supported in a completely safe manner on the ground or supports.
17. No employee is permitted to ride on crane loads nor on raised forks of a fork lift truck.
18. **All** employees inside the plant must wear safety glasses and side shields must be worn on the glasses.
19. **All** employees are required to wear safety footwear while working in the plant and all footwear must be in good repair.

20. The use of compressed air to clean off the body or clothing is strictly prohibited.
21. Jewellery or clothing, which is loose or dangling or rings shall not be worn near any rotating shaft, spindle, gear, belt or other source of entanglement.
22. Employees shall not be required to work where they are exposed to a hazardous operation unless they are within sight and sound of others.
23. The Union Safety Chairman shall have the right to investigate all accidents.
24. Long hair will be suitably confined to prevent entanglement with any rotating shaft, spindle, gear, belt or other source of entanglement.

A handwritten mark, possibly a signature or initials, consisting of a stylized 'S' and 'G' or similar characters, located below the page number.