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No. OF EMPLOYEES	120		
NOMBRE D'EMPLOYÉS	80		

COLLECTIVE AGREEMENT

BETWEEN

CAMCO INC

AND

UNITED STEELWORKERS OF AMERICA
ON BEHALF OF LOCAL 3129

JUNE 8, 1989 - JUNE 7, 1992

DEC 12 1980



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I N D E X

HOURLY UNION (LOCAL 3129) AGREEMENT

(JUNE 8, 1989 - JUNE 7, 1992)

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COLLECTIVE AGREEMENT

between

CAMCO INC,
(Hereinafter referred to as "The Company")

OF THE FIRST PART

and

UNITED STEELWORKERS OF AMERICA
ON BEHALF OF ITS LOCAL 3129,
(Hereinafter referred to as "The Union")

OF THE SECOND PART

WITNESSETH that the Parties hereto agree as follows:

1.00 RECOGNITION

1.01 The Company recognizes the Union as the sole collective bargaining agency for all of the employees in Metropolitan Toronto and the City of Mississauga (the boundaries of Mississauga to be as constituted on June 8, 1985), save and except guards, office and clerical workers, foremen and those above the rank of foreman. The Company will keep the Union advised of the name and appropriate job title of all plant supervisory employees.

1.02 (a) The Company agrees that during periods of lay-off, it will not enter into any new sub-contracts of work of the type normally performed by members of the bargaining unit when the effect of the sub-contract would be to take work away from bargaining unit members and cause or prolong a lay-off. During such periods, the Company will review existing sub-contracts for the purpose of determining what work can practically be returned to the plant.

It is also understood, however, that nothing in the foregoing policy statement is intended to:

- (1) limit the Management's right to discontinue a service, an operation or the manufacture in the plant of a product or part and to purchase it from an outside source, or,
- (2) preclude giving effect to time requirements, cost, or availability of equipment.

(b) The Company agrees to notify the Union on a monthly basis of any new sub-contract for work as described above and further agrees that any grievance arising out of such new sub-contracts shall not be disqualified by reason of timeliness, should the Company fail to notify the Union as agreed.

1.03 Should any of the present operations be moved to a location within forty (40) miles of the boundaries of Metropolitan Toronto, this Agreement will be extended to cover such locations unless prohibited by the Ontario Labour Relations Board.

1.04 Persons whose jobs are not in the bargaining unit shall not perform work normally performed by members of the bargaining unit, except for the purpose of instruction, investigation, initial layout at the beginning of a new model, trouble shooting, or in an emergency when regular qualified employees are unavailable.

2.00 FUNCTIONS OF MANAGEMENT

2.01 The Union recognizes the right of the Company, subject to the terms of this Agreement, to hire, promote, transfer, suspend, or otherwise discipline or discharge any employee for just cause only, subject, however, to the right of the employee concerned or the Union, to lodge a grievance in the manner herein provided.

2.02 (a) The Union further recognizes the right of the Company subject also to the terms of this Agreement, to operate and manage its business in all respects, and to maintain order and efficiency without restricting the generality of the foregoing, the location of departments, the products to be manufactured and the schedule of production, the methods, processes and means of manufacturing are solely and exclusively the responsibility of the Company. The Company also has the right to make and alter from time to time, reasonable rules and regulations to be observed by its employees which rules and regulations shall not be inconsistent with the provisions of this Agreement.

(b) No plant rule or regulation shall be operative unless it has been submitted in writing to the Union and posted on the bulletin boards at least thirty calendar days prior to the date of implementation. The base source of plant rules and regulations shall be the Industrial Relations Department.

3.00 UNINTERRUPTED PRODUCTION

3.01 It is agreed that no employee shall cause or take part in any strike, sit-down, stay-in or slow down or any curtailment of work or restriction of or interference with production. Any employee violating any provision of this clause shall be subject to discharge or discipline subject to the right of the employee to lodge a grievance.

3.02 LOCKOUT

The Company agrees that it will not cause or direct any lockout of employees.

3.03 The Union, by one of its international officers or by two officers of the Local including the President, shall repudiate any strike or other concerted cessation of work whatsoever by a group or number of employees that has not been called by the Union; and shall declare that any picket line set up in connection therewith is illegal and not binding on members of the Union. The repudiation and declaration shall be communicated to the Company in writing within seventy-two (72) hours after the cessation of work by the employees or the forming of the picket line respectively.

4.00 UNION MEMBERSHIP AND ACTIVITY

4.01 All employees shall be required by the Company, as a condition of employment to become and remain a member of the Union, in good standing, during the term of their employment with the Company.

4.02 The Union, its members and/or its agents shall not, on Company time, conduct Union activities, except as herein expressly provided.

4.03 (a) The Company shall deduct as a condition of continued employment from the wages of each employee in the bargaining unit, union dues, assessments and fees as certified by the local Union to the Company to be currently in effect according to the Union Constitution. Such deductions shall be made on a weekly basis. The total of such money will be promptly transmitted monthly by cheque payable to the International Treasurer. The monthly dues remittance shall be accompanied by all necessary forms and a list of employees from whom such deductions have been made and the amounts so deducted.

(b) The Company agrees to enter the total amount of annual Union dues paid by each employee on his or her T4 Income Tax Slip.

4.04 The Union shall indemnify and save the Company harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken by the Company for the purpose of complying with any provisions of this Article.

4.05 (a) The Company shall not interfere with, restrain, or coerce employees in the exercise of their rights under the Agreement and it shall not discriminate against any member of the Union because of such membership or activity.

- (b) There shall be no discrimination in hiring, training, upgrading, promotion, transfer, layoff, discipline, discharge or otherwise, of employees because of race, sex, creed, religion, colour or national origin. The provision contained in the Ontario Human Rights Code will be acknowledged and adhered to by the parties.

5.00 UNION REPRESENTATION

- 5.01 The Company agrees to recognize Shop Stewards for the purpose of representing employees on the basis that not more than 5% of the total work force with a minimum of five (5) to be designated as Shop Stewards.
- 5.02 The Company acknowledges the right of the Union to appoint or otherwise select a Grievance Committee of not more than four (4) employees consisting of the President, the Steward from the department involved in the grievance and two (2) other members from the local membership.
- 5.03 The Union shall notify the Company in writing from time to time, of the names of the Shop Stewards and Committeepersons, the respective date of their appointments, the area of the plant they will be representing, and the name of any of the former Stewards or Committeepersons whom they are replacing.
- 5.04 The Company acknowledges that Shop Stewards, Officers and Committeepersons have duties to perform in the administration of this Agreement.
- 5.05 In the event that a Steward is expected to be absent from his/her department for more than one working day, the President or Chief Steward of the Union may appoint another employee from the department or departments to which such absent Stewards had been allocated to act as the Steward for such department or departments on a temporary basis.
- 5.06 (a) The Union acknowledges:
- (1) that Shop Stewards and Committeepersons have regular duties to perform in connection with their employment.
 - (2) that only such time away from such regular duties as is reasonably necessary will be consumed by such during working hours, in order to attend to the business of administering this Agreement, and,
 - (3) Shop Stewards shall not go into areas or departments other than their own except in connection with the investigation or settlement of grievances.

- (b) Shop Stewards and Committeepersons shall be paid for such time at their regular rate of pay during their regular working hours.
- 5.07 (a) Before leaving his/her regular duties, a Steward or Committeeperson shall obtain the consent of his/her foreman, after informing him/her of the nature of the business, where he/she is going, and the approximate time necessary to transact such business, and on return, shall report back to his/her foreman. Before going into a department other than his/her own, a Steward **or** Committeeperson shall first receive the consent of the foreman of such department. The consent of the foreman or foremen concerned required as provided in this section, shall not be unreasonably withheld and shall be given wherever possible and as promptly as conditions warrant depending on conditions of production and in no event for more than one hour after the employee requests such consent.
- (b) It is agreed that prompt adjustment of grievances is desirable but that the investigation and settling of grievances shall interfere with production as little as possible.
- 5.08 (a) The Company will provide the local President with space to store files, a desk, and telephone supplied by the Company, all at the same area where it is presently located.
- (b) The Union President shall have full access to the Company operations covered by this Agreement. The Chief Steward shall have access to the Company operations covered **by** this Agreement within the provisions of 5.07 (a) above.
- 5.09 The parties agree that the following officers and committeepersons shall be assigned to the regular day shift when requested by the Union:
1. President, Vice President, Recording Secretary, Financial Secretary, Treasurer and Chief Steward.
 2. Grievance Committee
 3. Negotiating Committee
 4. C.W.S. Committee
 5. Safety Committee

The Union will notify the Company in writing within two (2) working days, of any change of officers.

- 5.10 The Company agrees to continue the pay of any employee absent from work on Union business and the Union shall reimburse the Company for such wage payment upon receipt of a monthly statement. A Leave of Absence form must be completed and authorized by the Union and Company prior to any absence for Union business.
- 5.11 The Company agrees to pay an aggregate of sixty-seven (67) work days maximum per contract year to permit Officers, Stewards, or delegated members to attend Union conventions or schools.
- 5.12 The Company shall allow Executive and Stewards working the second shift, two hours off work with pay on the day of the monthly membership meeting for the purpose of attending such meeting. The Company shall only be responsible for payment to those employees attending such meeting.
- 6.00 NEGOTIATING COMMITTEE
- 6.01 (a) The Union may elect or appoint a Negotiating Committee, not to exceed four (4) in number, who shall be regular employees of the Company, along with representatives of the International Union.
- (b) The Union shall also have the right to elect or appoint one additional member to the Negotiating Committee for each location to represent employees working in other than the main location, when and if there are matters to be negotiated which are special to these locations.
- 6.02 It is clearly understood that the Negotiating Committee is a separate entity from the Grievance Committee and that it will deal only with such matters as are properly the subject of negotiations including proposals for the renewal or modification of this Agreement.
- 6.03 The Company shall compensate four (4) employees on the Negotiating Committee, at their regular rate of pay for time spent in Negotiation meetings with the Company during regular day shift hours that they would otherwise have worked up to a maximum of twenty-five (25) days each, per contract. Such time shall include all adjournments and for time spent preparing for and considering revisions to proposed amendments prior to meetings with the Company and proof-reading the final draft.
- 6.04 (a) The Company agrees to provide a copy of this Collective Agreement to each employee in the bargaining unit, plus thirty (30) copies to the Union, within sixty (60) days of signing. Such copies will be printed in booklet form.
- (b) Should the Company choose to have the Agreement printed by a source outside the Company, the work shall be done by a Union printer.

7.00 COMPLAINT AND GRIEVANCE PROCEDURE

- 7.01 (a) It is the mutual desire of the Company and the Union that complaints of employees shall be discussed as quickly as possible. Both parties, therefore, recognize that the immediate Supervisor should be informed as quickly as possible of the nature of the complaint. The employee may, if he/she so desires, have the assistance of his/her Steward, or the Steward may take the complaint to the immediate Supervisor on the employees behalf. The immediate Supervisor shall render a verbal answer to the complaint within two (2) working days of having received such complaint. A complaint must be lodged within ten (10) working days after the cause of the complaint shall have become known.
- (b) If the complaint has not been settled to the satisfaction of the employee(s) or the Union, it may be submitted as a grievance in writing, in accordance with the applicable provisions set out below.

Step 1 The employee(s) or the Steward shall submit the grievance in writing on a regular grievance form, outlining the reason for the grievance and the particulars relating to the alleged violation of the contract, to his/her immediate Supervisor within two (2) working days. The immediate Supervisor shall give his/her answer in writing within an additional two (2) working days from the time of receiving the grievance. If the grievance has not been settled to the satisfaction of the employee(s) or the Union, then they may submit the grievance to Step 2.

Step 2 If the matter remains unsettled, the grievance shall be submitted, within five (5) working days of the immediate Supervisor's reply, to the Employee Relations Manager or his/her representative, who shall arrange a Management Committee to meet with the Union Grievance Committee and a representative of the International Union, if requested by either party, within (5) working days of receipt of such notice and attempt to reach a settlement. The Management Committee will submit the Company decision in writing within (5) working days.

- c) Should the grievance still remain unsettled after exhaustion of the above procedure, the Union shall, within a further sixty (60) days, communicate with one of the approved Arbitrators for the purpose of establishing a date for hearing the case.

- 7.02 The Company may refuse to consider any grievance emanating from a complaint which was not lodged within ten (10) working days after the cause of the complaint shall have become known to the employee(s) or the Union. However, such limitation shall not apply in the case of a grievance for failure to recall an employee if the Company shall fail to supply in writing to the Union, weekly, a list of all employees recalled during the previous week and the failure to recall an employee did not come to the notice of the Union by reason of the failure of the Company to supply said weekly lists of recalled employees, or by reason of an error or errors in said weekly lists.
- 7.03 Any grievance not carried to the next step within the prescribed time limits shall be deemed to **be** settled and the decision given at the last step will be deemed to have been accepted by the grievant.
- 7.04 Any grievance not answered within the time limits as set out in this Agreement shall be automatically processed to the next step.
- 7.05 Any of the time limits prescribed in Article 7.00 or 8.00 may be extended by mutual agreement between the Company and the Union.
- The Company agrees that it will not unreasonably withhold requests to extend time limits.
- The Company agrees that it will not dispute the timeliness of a grievance before a Board of Arbitration unless timeliness has been an issue during the regular grievance procedure. This does not apply to the 60-day limit provided in 7.01 (c).
- 7.06 Resolved grievances at the first step of the grievance procedure are deemed to be "without prejudice" and will not affect any subsequent grievance or grievance answer.
- 8.00 ARBITRATION
- 8.01 The following procedures are available to the parties for the resolution of grievances at arbitration:
- 1) the normal procedure as laid out in this Contract;
 - 2) the expedited arbitration system 'referred in Section 8.09.
 - 3) the procedure available in the provisions of the Ontario Labour Legislation Act.

- 8.02 Should it be necessary to submit a grievance to arbitration, the following procedure shall be used.
- The matter shall be submitted to a single Arbitrator selected from the following list:
1. O. Shime
 2. D. O'Shea
 3. D. Baum
 4. M. Saltman
- 8.03 (a) The Arbitrator shall rotate on each subsequent arbitration and if the Arbitrator asked is unable to act within sixty (60) calendar days, he shall be passed over to the next on the list.
- (b) The party applying for arbitration shall submit to the other party two (2) dates on which the Arbitrator is available to conduct the hearing on the grievance(s) in question. However, in no case will the second date be less than thirty (30) days from the date of notification. The responding party shall be required to select one of the two dates submitted within five (5) working days of the submission. Should the respondent fail to make selection within the prescribed time, the applicant shall have the right to select one of the two (2) dates submitted. The grievance shall then proceed to arbitration on **the** date selected.
- 8.04 If, during the life of this Agreement, one of the above-named Arbitrators withdraws from the list, the parties shall agree on a replacement.
- 8.05 At any stage Of the Grievance Procedure including arbitration, the conferring parties shall 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 to view disputed operations and to confer with the necessary witnesses.
- 8.06 Each of the parties hereto will bear jointly the expenses of the Arbitrator, **if** any.
- 8.07 The Arbitrator shall not be authorized to alter, modify or amend any part of this Agreement nor to make any decision inconsistent with the provisions thereof or to deal with any matter not covered by this Agreement.
- 8.08 The decision of the Arbitrator shall be final and binding on the parties.

8.09 The Company agrees to enter into an Expedited Arbitration System as proposed by the Union, on a trial basis. The details of such system shall be set out in Appendix A attached hereto and made part of this Agreement.

9.00 MANAGEMENT AND UNION GRIEVANCES

9.01 It is understood that the Management may bring forward at any meeting held with the Grievance Committee, any complaint with respect to the conduct of the Union, its officers, Committees or Stewards, and 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.

9.02 The Union may submit as a general grievance any difference between the parties arising from the interpretation, administration or alleged violation of this Agreement but only where an individual grievance of an employee or employees cannot be made pursuant to Article 7. Such general grievance shall be processed beginning with Step 2 of Article 7.01.

10.00 DISCHARGE, SUSPENSION AND DISCIPLINE

10.01 When an employee is discharged or suspended, the supervisor/foreman will immediately notify the Steward in his/her department. In the absence of the Steward, the foreman may notify any member of the Executive. Such discharged or suspended employee shall be permitted a private interview with his/her department Steward or one member of the Grievance Committee before leaving the Company premises. In the event of a suspension, failure of the Company to notify the Union as prescribed, shall nullify the suspension.

- 10.02 (a) Any employee who may feel unjustly suspended or discharged shall have the right of appeal by the way of the Grievance Procedure starting with Step 2 of the Grievance Procedure. Any employee who feels unjustly disciplined shall have a right of appeal by way of the Grievance Procedure commencing at Step 1.
- (b) The grievance of an employee who is discharged or suspended must be presented in writing to the Industrial Relations Manager either directly or through a member of the Grievance Committee within ten (10) working days after receipt of notice of discharge or suspension.

- (c) Should the parties or the Arbitrator acting in accordance with the grievance procedure decide that the discharge or suspension is unjustified or too severe, they shall have the power to rescind or reduce the penalty and reinstate the employee without loss of seniority, with or without back pay or by any other arrangement which, in the opinion of the parties or the Arbitrator, is just and equitable, except loss of seniority.

10.03 Notwithstanding the time limits set forth in Step 2 of the Grievance Procedure, when an employee is discharged or suspended, a meeting shall be held within one working day from the time the grievance is submitted and such grievance shall be answered in writing within two (2) working days of such meeting.

10.04 (a) No warning letters shall be used against an employee after a period of six (6) months has elapsed unless an employee shall have been issued a further warning letter regarding a similar or related offence. However, in the case of a discharge, the complete record of an employee dating back for nine (9) months may be considered, provided that such record is made available to the Union at the time of the Step 2 meeting referred to in Section 10.02 above.

- (b) Whenever a notice of disciplinary action is issued to an employee, copies shall be given to the department Steward and the Union President on the day the notice is issued, provided the Union representatives are available at that time, or when they are available.

11.00 SENIORITY

The Company recognizes the desirability, in general, of retaining employees with longer continuity of service over employees with shorter service, and the Union recognizes that the Company must maintain an efficient working force. It is, therefore, considered to be in the best interests of both the employees and the Company, that the following seniority provisions shall apply:

- 11.01 An employee shall not have any seniority and shall be considered as a probationary employee until he/she shall have attained seniority status by actually working a total of thirty (30) days within any consecutive ninety (90) day period; providing that if an employee shall be off work and receiving Workmen's Compensation, but such period shall in no event **be** extended for a period exceeding ninety (90) days. Until a probationary employee shall attain seniority status as herein before provided, his/her name shall not appear on any seniority list, nor shall there be any obligation on the Company to retain the services of such employee or to re-employ him/her if she/he **is** laid off or discharged during such period. A probationary employee shall have no right to lodge a grievance with respect to his/her discharge, layoff or non-recall after a layoff, but the Company will discuss with two members of the Union Executive Committee, any question of alleged injustice with respect to such matter brought to its attention but a probationary employee shall have recourse to the grievance procedure relating to matters other than discharge, layoff or non-recall.
- 11.02 The Company shall post seniority lists in all departments showing the bargaining unit seniority status of all employees. Such seniority lists shall be revised every three (3) months and copies delivered to the Union President and Department Stewards.
- Departments for hourly employees shall be;
1. Technicians.
 2. Warehouse Personnel.
- 11.03 After an employee shall have attained seniority status as provided in Section 11.01, an employee shall be entitled to be placed on the seniority list.
- 11.04 Plant-wide seniority shall mean total length of continuous service in the bargaining unit as defined in Article 1.00.
- 11.05 Seniority rights shall cease for any of the following reasons:
- (a) if the employee quits;
 - (b) if the employee is discharged and such discharge is not reversed through the grievance procedure;
 - (c) if an employee **is** retired from the Company on pension;

- (d) if the employee is laid off and fails to give notice of his/her intention to return to work within two (2) working days after notification to him/her to do so to his/her address on record with the Company, and fails to actually return to work within a further four (4) working days after such notification to him/her unless he/she furnished satisfactory reasons for such failure;

The notification herein prescribed in paragraph (d) shall include information to the effect that failure of the employee to report as required may subject him/her to termination as described in this Section.

The Company shall provide the Union with a copy of each letter or telegram which it sends to an employee on layoff, either by way of notice or recall or in confirmation or an oral statement by an employee that he/she does not intend to return to work in accordance with notice of recall. It will be the responsibility of the employees to keep the Company informed of their current address and telephone numbers.

- (e) if an employee, while being on layoff, advises the Company in writing that he/she does not intend to return to employment with the Company;
- (f) if the employee has been on layoff in excess of the following:
- (1) Employee(s) with less than two (2) years' seniority at the time of layoff shall be retained on the layoff list for the period of one (1) year from the date of layoff.
 - (2) Employees with two (2) or more years seniority and less than five (5) years seniority at the time of layoff shall be retained on the layoff list for the period of two (2) years from the date of layoff.
 - (3) Employees with five (5) or more years seniority at the time of layoff shall be retained on the layoff list for the period of three (3) years from the date of layoff. Under this section, seniority will be maintained during any period on the layoff list in excess of two (2) years but not in excess of three (3) years. There will, however, be no further accumulation of seniority beyond two (2) years.
- (g) if an employee shall not be actively employed by the Company for a period of twenty-four (24) consecutive months for reasons of sickness or accident other than by reason of disability for which such employee is receiving Workmen's Compensation provided, however, in the case of an employee with long seniority, the Company and the Union may agree to extend the aforesaid period of twenty-four (24) months;

- (h) if an employee is absent from work for more than two (2) consecutive working days without notifying the Company unless a satisfactory reason for not notifying the Company is given.

11.06 The Company will supply the Financial Secretary of the Union, or in his/her absence, one member of the Union Executive Committee, weekly, with the names of persons who have been:

1. Recalled to work,
2. New Hires,
3. Failed to give notice of their intention to return to work when notified,
4. Quits,
5. Absent through sickness or accident for one full week.

11.07 (a) Employees promoted to supervisor or other positions, which disqualify them from being subject to this Agreement, shall accumulate seniority for a period of three (3) months following such transfer and should such employees decide to return to the Bargaining Unit or are returned by the Company during the three (3) month period, they shall be returned to the job classification and department held by such employee immediately prior to such transfer. No employee subject to the above may return to the Bargaining Unit once the three (3) month period has expired, other than as a new employee. This provision will apply once only for an employee.

- (b) If the retained seniority is insufficient he/she shall be entitled to exercise such seniority in accordance with the layoff provisions of this Agreement.
- (c) Employees so returned to the bargaining unit shall accumulate seniority from the date of such return and their respective seniority dates shall be adjusted accordingly.

11.08 (a) The following Union officials, namely President, Vice President, Financial Secretary, Recording Secretary, Treasurer, Guide, Chief Steward and two Guards, will be retained by the Company in the event of a layoff so long as there is work which they are able and willing to do notwithstanding their position on the seniority list.

- (b) The Stewards in each department will be retained by the Company in the event of a layoff so long as there is work in his/her department, which he/she is able and willing to do, notwithstanding their position on the seniority list in their departments.

- (c) In dealing with such transfers, it is understood that the transferred employees shall possess the necessary ability to do the job concerned without training other than that necessary to acquaint the employee with the requirements of the particular operations. An employee transferred pursuant to this Section shall be assigned the rate of pay for the new job to which he/she is transferred or a rate of pay commensurate with his/her qualifications within the range of rates where such apply, for the job to which he/she is transferred.

12.00 LAYOFF

12.01 "DEFINITIONS"

The parties agree that job security should increase in accordance with length of service. It is therefore agreed, that in all cases of layoff and recall from layoff, senior employees shall be entitled to preference. In the event that the Company and the Union disagree regarding an employee's ability to perform the work in question, the employee will be granted a five (5) day trial period to demonstrate reasonable proficiency on the job.

- (a) The term "layoff" as used in this Agreement shall be deemed to mean and take place when an employee does not have the opportunity to work a full scheduled shift.
- (b) The term "temporary layoff" as used in this Agreement shall be deemed to be a layoff for one (1) full working day or less in any one work week.

The term "quarterly period" as used in this Article shall be defined as follows:

Period 1	July, August September
Period 2	October, November, December
Period 3	January, February, March
Period 4	April, May, June.

- (c) The term "extended layoff" shall be deemed to mean a layoff of more than one full working day in any week. A layoff which commenced as a temporary layoff, shall, after the expiration of one full working day in a week, be considered as, and administered as, an extended layoff.

12.02 TEMPORARY LAYOFF

- (a) In keeping with past policy, the Company agrees to keep temporary layoffs to a minimum. Notwithstanding anything in this Section **12.02** to the contrary, in the application of this section, no employee with seniority shall be temporarily laid off for more than two **(2)** times in any quarterly period, thereafter, he or she shall be deemed to have plant-wide seniority for the balance of the quarterly period. This procedure will commence and records will be kept starting June **24, 1978**, and the anniversary thereafter (as the case may be). Any time lost during the period of the annual vacation shutdown will not be accumulated towards such temporary layoff time.
- (b) When work is required within a department affected by the layoff, employees will be retained on the basis of plant-wide seniority within their department, subject to the employee's ability to perform the available work.
- (c) All probationary employees within the bargaining unit shall be laid off prior to employees who shall have attained seniority status, excepting such probationary employees as are necessary to provide for the proper functioning of the operations of the Company.
- (d) An employee laid off pursuant to this Section **12.02**, shall not be entitled to displace any other employee, but if additional employees are required in any other department, those able to perform such work will be given the opportunity based on their seniority rights.

On temporary transfers, the employees' rates will not be changed for the duration of such transfers.

- (e) The Company will advise the Union of the nature of the layoff and its possible extent at the time of layoff. The Company will, as soon as practicable, provide the Union with a list of names of those employees affected by such layoff.

12.03 EXTENDED LAYOFF

The following provisions shall apply in the event of an extended layoff:

- (a) The Company agrees to give the Union and the employees concerned ten **(10)** full working days' notice of an extended layoff or pay in lieu thereof. All extended layoffs shall only take place upon completion of the employee's Friday shift. Before an extended layoff takes place, the Company will discuss with three **(3)** members of the Union Executive Committee, the reasons for an extended layoff and the possible duration of such layoff.

- (b) The Company will determine the number of employees required in each job classification within each department.
- (c) All probationary employees shall be laid off prior to employees who shall have attained seniority status excepting such probationary employees as are necessary to provide for the proper functioning of the operation of the Company.
- (d) The senior employee shall receive the preference of being retained in his or her department and job classification.
- (e) An employee who is surplus may elect, in writing, to be laid off rather than displace an employee with less seniority under the provisions of this Article and s/he shall only be recalled whenever the job which she/he was laid off from, becomes available. However, an employee who **so** elects, may notify the Company in writing that he/she wishes to withdraw such election and he/she shall be placed on the recall list and recalled to the first opening in accordance with his/her seniority..
- (f) Senior employees displaced by (d) above, may exercise their plant-wide seniority and displace an employee with less seniority, who holds the same job classification in another department or he/she may exercise his/her seniority to displace an employee with less plant-wide seniority in his/her normal department who holds a different job classification providing he or she is able to perform the work.
- (g) Failing a job placement under (f) above, the senior employee shall exercise his/her plant-wide seniority to displace an employee with less plant-wide seniority on work that the senior employee is able and willing to perform.
- (h) The parties agree that when exercising their rights under this clause, the Company will grant such employees a period of up to ten (10) working days to acquaint themselves with such information as is normally required to do the job.
- (i) Notwithstanding the provisions of (f), (g), and (h) above, if the displacement would be to a job classification having a rate equal to or lower than the job classification from which the employee is being laid off, the following special training provision will be applied. Specifically, the displacement will be permitted **if** it is expected that the employee would be able to perform the work in ten (10) working days with up to ten (10) days of training normally provided in the area. The displacing employee will be expected to apply him/herself to developing proficiency on the job and to demonstrate reasonable progress during the training period. While the foreman/supervisor remains responsible for ensuring that training is provided, it is further understood that employees in the area where such training is taking place will cooperate in providing training and instruction as assigned.

The basis on which an employee can displace under this Section is that there is reasonable evidence that the employee will be able to perform the job. Such evidence shall include that previously, during his/her employment with the Company, an employee has met the requirements of that or a similar kind of work, and has sufficient transferability of skill and experience, or failing this, evidence of having so performed such work elsewhere.

- 12.03 j) In cases of layoff in accordance with the provisions of Article 12.03, an employee shall be paid on any job to which the employee exercises his/her seniority to displace a junior employee at a rate not less than the rate of the employee's former job up to thirty-nine (39) weeks, immediately following the date of displacement.

13.00 RECALLING EMPLOYEES

- 13.01 No new employee shall be hired after a layoff until all laid off employees have been rehired who are able and willing to perform the work required, except that the Company shall be under no obligation to recall probationary employees.
- 13.02 In recalling employees to a job where a layoff has occurred on an extended basis, the employee with the greatest seniority shall receive preference provided he/she is willing to do the job concerned and is able to do the job concerned without training other than that necessary to acquaint the employee with the requirements of the particular operations.
- 13.03 Employees who are laid off temporarily shall be recalled by job classification to the department from which they were laid off with the same preference as to recall as they were entitled on layoff.

14.00 JOB POSTING AND TRANSFER

- 14.01 Except in filling vacancies for supervisory or salaried positions on all transfers to permanent jobs, senior employees shall be entitled to preference in accordance with Article 12.01 "Definitions".
- 14.02 All vacancies and newly created jobs shall be posted on the bulletin boards to give employees the opportunity to bid for such jobs in the following manner:
- (a) The (includes Local **7921**) vacancy shall be posted on the main office, Warehouse and Depot bulletin boards at the same time for a period of forty-eight (**48**) hours, Saturdays, Sundays, and holidays excluded.

- (b) To be eligible for consideration, an employee must signify his/her desire for the vacancy by signing the job posting form and job application card.

The application form shall be in triplicate, the employee shall retain one copy and the other shall be placed in the job application box and one (1) copy given to the Union.

- (c) Employees who have signified their desire to be transferred to the job opening shall be selected on the basis of plant-wide seniority, with the senior applicant given first consideration.
- (d) Should the vacancy fail to be filled by an applicant from the seniority unit, employees on layoff shall be considered, and prior to hiring new employees, applicants from the Office Bargaining Unit will be considered, providing they have the ability to perform the work. An employee awarded a job from the Office Bargaining Unit, shall maintain and accumulate seniority in the Office Bargaining Unit for the first three (3) months following such transfer; thereafter, his/her full Company seniority shall be transferred to the Plant Bargaining Unit.
- (e) The Company shall post the C.W.S. job description of the job vacancy.
- (f) Employees shall be allowed a minimum of ten (10) working days to demonstrate reasonable proficiency. Should they fail to qualify, they shall be returned to their former job.
- (g) All job vacancies shall be awarded within five (5) working days after posting and the employee who is awarded the job, shall be placed on the job within the five (5) working day period or receive pay in lieu thereof.
- (h) The vacancy may be filled temporarily by the Company until such time as the job posting procedure is completed. However, time spent by employees on temporary assignments shall not be used against other employees in filling permanent vacancies.
- (i) A notice shall be posted on the department and/or main plant bulletin boards listing the applicants, the name of the successful applicants, and the reasons for the selection within the time limits of the job posting procedures.

14.03 The next two (2) vacancies created as a result of the award of an initial bid which, in the opinion of the Company, must be filled, shall also be filled in accordance with the job bidding procedure. Any subsequent vacancies which may result through the application of the foregoing procedure which, in the opinion of the Company must be filled, shall not be subject to the job bidding procedure but shall be filled by the most senior employee from a lower rated classification in the department in which the vacancy occurs, in accordance with the provisions of Article 12.01 "Definitions".

- 14.04 (a) An employee who has been awarded a job pursuant to a bid made in accordance herewith, shall not be entitled to consideration for another posted vacancy or newly created job in a different department for a period of three (3) months after the date on which he or she was placed on the awarded job, unless such vacancy would return the employee to the former classification held by the employee prior to a layoff, or unless there are no other applicants.
- (b) Employees on layoff within the Company referred to the Company by the Union, shall be considered for job vacancies before new employees are hired, provided that employee informs the Company, prior to being laid off, in writing, that he/she wishes to be so considered.
- 14.05 The Company may temporarily transfer an employee from one classification to another for a period not to exceed fifteen (15) working days subject to the following conditions:
- (a) If the move is to a higher rated job, the senior employee in the department from a lower rated job who is capable of performing the work, shall be given first opportunity to fill the job.
- (b) If the move is to an equal or lower rated job, then the junior employee from another classification shall be transferred and shall retain their original classification.
- (c) Temporary vacancies, as a result of illness, accident or leave of absence, shall be posted as temporary vacancies and awarded in accordance with Article 14.00 unless such vacancy is expected to be of fifteen (15) working days duration or less.
- (d) For absences which are not expected to exceed fifteen (15) working days, the temporary vacancy shall be filled in accordance with the provisions of 14.05 (a).
- (e) Upon expiration of the temporary absence of the employee, the applicant shall be returned to his/her former job and department.

15.00 HOURS OF WORK AND OVERTIME

- 15.01 The work week will consist of forty (40) hours, eight hours per day, Monday through Friday, inclusive. Nothing contained in this Article however, shall be deemed to constitute a guarantee of forty (40) hours of work per week or eight (8) hours of work per day.

The standard hours of work shall be as follows:

- (a) Day Shift - Eight (8) hours per day, Monday to Friday with a half hour unpaid lunch period,
or
Ten (10) hours per day, Monday-Thursday with a half hour unpaid lunch period.

(8 Hour Employees - Hours: 7:30 a.m. to 4:00 p.m.)
(10 Hour Employees - Hours: 9:00 a.m. to 7:30 p.m.)
- (b) Employees on a two-shift basis - eight (8) hour shifts Monday to Friday with a half hour unpaid lunch period.

First Shift - 7:30 a.m. to 4:00 p.m.
Second Shift - 4:00 p.m. to 12:30 a.m.
- (c) Employees on a three-shift basis, eight hours per day, Monday to Friday, commencing at 12:01 a.m. Monday and ending at 8:00 a.m. Saturday with a paid lunch period of twenty-four (24) minutes daily.
- (d) The Company agrees it will not change the starting or quitting time now in effect, except on a temporary basis, without first notifying the Union of any such changes and the reason therefore, provided that no such change shall be made for the purpose of avoiding paying overtime.
- (e) Employees working on the nightly truck stock program shall receive a shift premium of sixty-seven cents (\$0.67) per hour for all hours worked.

- 15.02 The overtime rate shall be time and one-half for all time worked by an employee in excess of his/her standard hours of work as defined in Article 15.01 and 15.02.
- 15.03 The overtime rate of Double Time shall be paid for all time actually worked by an employee:
 - (a) after ten (10) hours in a day and,
 - (b) on a recognized holiday as defined in Article 20.00 in addition to holiday pay, except where such time worked is part of a regular scheduled shift.

- 15.04 (a) The overtime rate of time and one-half shall be paid for all time actually worked on Saturday save and except where such work is performed as part of Friday shift.
- (b) The overtime rate of double time shall be paid for all time actually worked on Sunday, save and except:
- (1) where such work is performed as part of a Saturday shift;
- (2) where such work is performed as part of a Monday shift.
- 15.05 (a) All employees shall be granted a fifteen (15) minute rest period approximately midway through each half shift and a five (5) minute washup period at the end of the shift, and employees may punch out at the beginning of the washup period.
- (b) A fifteen (15) minute rest period will be granted prior to the commencement of overtime work and at the start of each two-hour period thereafter.
- 15.06 (a) Overtime work shall be equitably distributed as far as reasonably practical under plant operations, among the qualified employees in the classification, and department in which the overtime arises. An employee should be expected to co-operate with the Company by working overtime when requested, provided in the case of emergency, should the senior employee refuse to work, the junior employee in the classification will be required to work.
- The Company agrees it will not schedule complete shifts for Production Workers on week-ends without mutual agreement with the Union.
- (b) The Company shall keep year-to-date posted records of all overtime work for the purpose of equal distribution on a monthly basis. Any employee refusing overtime work within his/her classification or group shall have the offered time recorded as time worked.
- (c) Where the Company has failed to keep up-to-date posted records of overtime in a department where a grievance has been lodged on behalf of an employee, the employee shall be shown an up-to-date record that will be kept in the Manufacturing Administration offices. If an up-to-date record cannot be shown, the grievance will be awarded to the grievor.
- 15.07 For the purpose of computing overtime, a "day" shall mean the twenty-four (24) hour period beginning with the starting time of an employee's first scheduled shift in the week.

- 15.08 (a) Overtime may be scheduled by the Company for Technicians for Saturday service. **It** is agreed that up to a maximum of five (5) Technicians may be scheduled on a rotating basis as required. Technicians may have a substitute for their Saturday shift schedule provided that they notify their appropriate Supervisor in advance.
- (b) **It** is agreed that shifts of **less** than eight (8) hours shall not be scheduled on a Saturday unless there is prior agreement between the Supervisor and the Technician scheduled to work on the Saturday.

16.00 VACATIONS

- 16.01 (a) An employee having thirty (30) years of continuous service with the Company as of June 30th of the vacation year, shall be granted a six (6) week vacation with a vacation pay allowance at the time of **his/her** vacation computed at the rate of 12% of **his/her** gross earnings received from the Company for the yearly period preceding June 30th of the vacation year.
- (b) An employee having twenty (20) years of continuous service with the Company as of June 30th of the vacation year, shall be granted a five (5) week vacation with a vacation pay allowance at the time of **his/her** vacation computed at the rate of 10% of **his/her** gross earnings received from the Company for the yearly period preceding June 30th of the vacation year.
- (c) An employee having ten (10) years of continuous service with the Company as of June 30th of the vacation year, shall be granted a four (4) week vacation with a vacation pay allowance at the time of **his/her** vacation computed at the rate of 8% of **his/her** gross earnings received from the Company for the yearly period preceding June 30th of the vacation year.
- (d) An employee having four (4) years of continuous service with the Company as of June 30th of the vacation year, shall be granted a three (3) week vacation with a vacation pay allowance at the time of **his/her** vacation computed at the rate of 6% of **his/her** gross earnings received from the Company for the yearly period preceding June 30th of the vacation year.
- (e) An employee having less than four (4) years but one (1) or more years of continuous service with the Company as of June 30th of the vacation year, shall be granted a two (2) week vacation with a vacation pay allowance at the time of **his/her** vacation computed at the rate of 4% of **his/her** gross earnings received from the Company for the yearly period preceding June 30th of the vacation year.

- (f) An employee having less than one (1) year of continuous service with the Company as of June 30th of the vacation year, shall be granted a one (1) week vacation with a vacation pay allowance at the time of his/her vacation computed at the rate of 4% of his/her gross earnings received from the Company for the yearly period preceding June 30th of the vacation year.
 - (g) The term "gross earnings" as used in this section 16.01 shall mean all amounts received by the employee which are taxable under the Federal Income Tax Act.
 - (h) Where an employee's continuous service does not total those set out in the above schedule by June 30th of the year, but will do so by December 31st of the year, by reason of his continuing to accumulate service, he will qualify for the additional vacation when he accumulates the necessary continuous service. Where such additional vacation is taken earlier than the qualifying date, payment of the additional allowance will not be made until the necessary continuous service is accumulated.
- 16.02 An employee who quits or is discharged by the Company prior to June 30th of the vacation year, shall be entitled to a vacation allowance in accordance with 16.01 above.
- 16.03 Should employees be laid off for lack of work they shall be paid their earned vacation allowance in the month of July. Should they advise the Company that they do not intend to rejoin the Company (if and when recalled) they shall be paid their earned vacation allowance at that time and their names shall be stricken from the seniority list.
- 16.04 In the case of scheduling vacations, seniority shall be the determining factor up to a maximum of twenty percent (20%) of the available work force to be on vacation during any one work week.
- 16.05
- (a) Vacation bidding schedules shall be posted by the Company for the complete month of January each year. During the period each employee shall indicate on the form, her/his vacation preference. During the month of February, the Company shall review such requests, and shall post the approved schedule by the first week of March each year.
 - (b) Any changes to the approved schedule so posted shall only be made by mutual agreement between the employee(s) and Manager concerned. Such mutual agreement shall not be unreasonably withheld by either party.
- 16.06 Vacations cannot be accumulated or waived and must be taken prior to April 30th of the following year. The Company shall supply the Union with a list of all employees who have not completed their full vacation entitlement by February 1st each year and such employees shall be contacted by the Company and arrangements made for the taking of the remainder of their vacation prior to April 30th of that year.

17.00 REPORTING ALLOWANCE AND EMERGENCY CALLS

- 17.01 An employee reporting for work as usual unless previously notified not to report, prior to the end of previous shifts, but for whom no work at his/her regular job is available, will be offered at least eight **(8)** hours' employment in other work at the rate for the job to which they are assigned, or at the Company's option will be paid eight (8) hours' pay at his/her regular hourly day work rate. This provision shall not apply when such lack of work is due to causes beyond the control of the Company.
- 17.02 A notice posted on the bulletin boards of the departments concerned one hour prior *to* quitting time of the previous working day, shall be considered official notice for the purpose of this section. Announcements of the notice will also be made over the P.A. system, providing the equipment is in working order.
- 17.03 An employee called out for emergency duty shall be paid a minimum of four **(4)** hours' pay. Where an employee's wages calculated on the basis of time actually worked on such emergency duty, including any overtime premium to which he/she is entitled are greater than the said minimum, then he/she shall be entitled to such greater amount in lieu of such minimum.

18.00 UNION NOTICE BOARDS

- 18.01 The Union will be accorded the rights to have notices of meetings of employees and such other notices or posters as may be approved by the management of the Company posted on bulletin boards provided for such purpose.

Publication racks will be placed at the main employee entrances to enable employees to receive copies of the official publications and news of their Local and International Union.

19.00 SAFETY AND HEALTH

- 19.01 The Company and Union shall maintain an Occupational Safety and Health Committee consisting of three (3) members elected or appointed by the Union and three (3) members appointed by the Company.

- 19.02 The general duties of the Occupational Safety and Health Committee shall be:

- (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) a representative from both the Company and the Union members of the Safety Committee to investigate promptly all serious accidents and unsafe conditions or practices which may be reported to it;
- (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;
- (d) to keep records of all investigations, inspections, complaints, recommendations together with minutes of meetings. The minutes shall indicate what action has been taken with respect to suggestions or recommendations previously made, and if no action has been taken, the reasons therefore shall be given;
- (e) the Union Chairman of the Committee shall have the right to accompany all authorized Safety Inspectors on tours of the plant and shall receive copies of any reports sent to the Company pertaining to such inspections;

- (f) accident, injury, and occupational illness records shall be kept by the Company, and shall be made available to the joint occupational Safety and Health Committee. These records shall include all reports required by the Department of Labour under the Occupational Health and Safety Act. The Company also agrees to make available to the Committee upon request, the trade name and/or technical description, (including chemical analysis, if available) of any compounds and substances used in the plant.

19.03 An employee may refuse to work or do particular work where he/she has reason to believe that:

- (a) any equipment, machine, device or thing he/she is to use or operate is likely to endanger himself/herself or another employee;
- (b) the physical condition of the workplace or the part thereof in which he/she works or is to work is likely to endanger himself/herself; or,
- (c) any equipment, machine, device or thing he/she is to use or operate or the physical condition of the workplace or the part thereof in which he/she works or is to work, is likely to endanger himself/herself or another employee.

- 19.04
- (a) If, as set down in Article 19.03, an employee refuses to work or do particular work, the employee shall promptly report the circumstance of the refusal to his supervisor who shall forthwith investigate the report in the presence of the employee and Company and Union Health and Safety Committee member, who shall be made available and who shall attend without delay.
 - (b) Following the investigation or any steps taken to deal with the circumstances that caused the employee to refuse to work or do particular work, if the employee continues to have reasonable grounds to believe that carrying out the work would endanger the employee or another employee, an inspector of the Ministry of Labour shall investigate the refusal to work in the presence of a person representing the Company, the employee and a Union Health and Safety Committee member.

The inspector shall give his decision, in writing, as soon as practicable, to the Company, the employee, and a Health and Safety Committee member.

- (c) Until the investigation is completed, the employee shall remain in a safe place near his work station or the employee shall be found alternative work until such time as the job has been determined to be safe.

- 19.05 Pending the investigation and decision of the inspector, no employee shall be assigned to use or operate the equipment, machine, device or thing or to work in the workplace or the part thereof which is being investigated until the job in question has been deemed safe to operate by the Plant Safety Committee.
- 19.06 No disciplinary action shall be taken against any employee by reason of the fact that he/she has exercised the right conferred upon him/her under the Act respecting the Occupational Health and Occupational Safety of Workers (1978), and any current legislated amendments to the Act.
- 19.07 (a) The Company shall supply all protective clothing and other devices (excluding safety shoes) deemed necessary to protect employees from injuries arising from their employment with the Company.
- (b) The Company agrees to contribute up to seventy five dollars (\$75.00) per employee per contract year towards the purchase of safety shoes. The wearing of safety shoes by all employees within the Bargaining Unit shall be compulsory.
- 19.08 The Company agreed to supply safety glasses, including prescription safety glasses once every two years up to a maximum of ninety dollars (\$90.00), and other protective equipment where such things are necessary to maintain safe working conditions. The Company will be responsible for replacement of glasses damaged at work.
- 20.00 RECOGNIZED HOLIDAYS
- 20.01 Employees shall receive pay for the following holidays:
- (a)
- | | |
|---------------|----------------------|
| New Years Day | Thanksgiving Day |
| Good Friday | Christmas Day |
| Victoria Day | Boxing Day |
| Dominion Day | Day before Christmas |
| Civic Holiday | Day before New Years |
| Labour Day | Floater |
- (b) The floater holiday each contract year shall be scheduled by each employee on an individual basis by mutual agreement with her/his Supervisor. Employees recalled from layoff must have returned to work for at least thirty (3) days before scheduling the floater holiday.

- 20.02 For the application of this Article, a specified holiday listed above shall be observed on the day on which it occurs, except that if such holiday occurs on a Saturday or Sunday, it shall be observed on the preceding Friday or following Monday, at the Company's option.
- 20.03 An employee shall qualify for such holiday pay provided he/she meets the following eligibility rules:
- (1) He/she must have attained seniority status as provided in Section 11.01 as of the date of the holiday;
 - (2) Provided the employee is available for work on his/her regular scheduled working day immediately preceding the holiday or his/her regularly scheduled working day immediately following the holiday. Absence on all or part of either one or the other (but not both) of these days will be excused provided:
 - (a) the Company is satisfied such absence is due to the employee's illness or injury and the employee is not collecting sickness and accident benefits or Workmen's Compensation on the day of the holiday;
 - (b) the employee has obtained permission to be absent from his/her foreman. Permission will not be unreasonably withheld.
 - (c) an authorized Leave of Absence for a period of not more than ten (10) working days not including the holidays;
 - (d) being absent on account of temporary layoff.
- 20.04 Employees who are absent on vacation under the established vacation plan on the day of observance of one or more of the above-named holidays shall receive an additional day or days off with pay in lieu of the holiday provided they are eligible for holiday pay.
- 20.05 Eligible employees shall receive eight (8) hours pay for each agreed upon holiday at their appropriate rate of pay, plus shift differential.
- 20.06 If the management finds it necessary to schedule an employee for maintenance work on a recognized holiday and such employee agrees to perform such work on such recognized holiday but does not report as agreed upon without reasonable excuse, such employee will not be paid for such holiday.

21.00 SHIFT DIFFERENTIAL

- 21.01 Employees on shift work, when working on a shift other than the regular day shifts as defined in Articles 15.01 (a) and 34.01, shall be paid a shift differential of fifty-two (52) cents per hour for all hours worked. However, this shall not apply to any hours worked by a day shift employee immediately prior to or beyond his/her regular day shift schedule, as such hours shall be considered as additional hours to his/her day shift schedule and not afternoon or night shift hours.

The shift differential shall be applied by adding to the earnings of each employee the amount of shift differential multiplied by the number of hours worked.

22.00 LEAVE OF ABSENCE

- 22.01 An employee requesting Leave of Absence shall make application in writing to his/her foreman. The same shall be dealt with by the management; the employee shall be notified in writing of the disposition of the application and a record shall be kept in the Industrial Relations Department. Leave of Absence may be extended at the discretion of the management provided written application for same is made.

- (a) Employees with five (5) years or more seniority shall be granted a Leave of Absence up to a maximum of sixty (60) calendar days. No more than twenty (20) such Leaves of Absence will be granted on any one year and not more than 5% of the employees from any one department at any time.
- (b) Employees may apply for such leaves once in each five (5) year period, but the Company reserves the right to turn down such applications if the quota of applications have been granted to employees who have not had Leaves of Absence on the preceding five (5) years.
- (c) Leaves of Absence of thirty (30) days or more must be applied for at least sixty (60) days in advance.

- 22.02 Members of the Union Executive or duly elected delegates or their alternates to conventions or conferences, shall be given Leave of Absence for the transaction of Union Business or to attend conventions or conferences.

- 22.03 The Company shall grant an employee a Leave of Absence of not more than one (1) year for Union business, provided the employee has requested the leave in writing and the Union has approved the request.

22.04 PREGNANCY LEAVE

The Company agrees to grant Leave of Absence up to seventeen (17) weeks without pay to an employee who becomes pregnant, subject to the following conditions:

1. Such employee must have completed her probationary period.
2. The Company may require medical verification of the employee's condition.
3. However, the Company agrees to grant an extension of such leave either prior to or following the provisions of (2) above upon presentation of medical verification from the employee's doctor that such additional leave is necessary.

23.00 WAGES

- 23.01 The Co-operative Wage Study (C.W.S.) Manual for Job Description, Classification and Wage Administration, dated July 24th, 1970, (herein referred to as "The Manual") is incorporated into this Agreement - - an Appendix and its provisions shall apply as set forth in full herein.
- 23.02 Each employee's job shall be described and classified and a rate of pay applied to such employee in accordance with the provisions of this Agreement.
- 23.03 (a) Effective June 8, 1989 a general increase will be applied as set out below. The resulting standard hourly wage scale for all job classifications and the increments between job classes also indicated.

DAY EMPLOYEES

<u>Job Class</u>	<u>Gen. Inc.</u> <u>(\$/hr.)</u>	<u>New Rate</u>	<u>Job Class</u>	<u>Gen. Inc.</u> <u>(\$/hr.)</u>	<u>New Rate</u>
10	\$0.49	\$13.87	15	\$0.54	\$14.97
11	\$0.50	\$14.09	18	\$0.57	\$15.63
13	\$0.52	\$14.53	20	\$0.59	\$16.07

- (b) Effective June 8, 1990, the Cola amount generated in the first year of the Agreement will be added to the **above** rates as outlined in Article 35 and a further general increase applied as set out below:

<u>Job Class</u>	<u>General Increase</u> (\$/hr.)
10	\$0.29
11	0.30
13	0.32
15	0.34
18	0.37
20	0.39

- c) Effective June 8, 1991, the Cola amount generated in the second year of the agreement will be added to the above rates as outlined in Article 35 and a further general increase applied as set out below:

<u>Job Class</u>	<u>General Increase</u> (\$/hr.)
10	\$0.23
11	\$0.24
13	\$0.26
15	\$0.28
18	\$0.31
20	\$0.33

- (d) Effective June 7, 1992 the Cola amount generated in the third year of the Agreement will be added to the standard rates as outlined in Article 35.

- 23.04 Effective on the dates specified in Section 23.03, all employees shall have their rates of pay adjusted as follows:
- (a) If the employee is not receiving an out-of-line differential prior to the dates specified in Section 23.03, the rate of pay of such employee shall be adjusted to conform to the standard hourly rate for that employee's job, as provided in Section 23.03.
 - (b) If the employee is receiving an out-of-line differential prior to the dates specified in Section 23.03, the rate of pay of such employee shall be increased by the amount by which the rate for Job Class I has been increased as provided in Section 23.03 and the following shall govern:
 - (1) If the employee's new rate resulting from such increase is greater than the standard hourly rate for the job as provided in Section 23.03, the amount by which such employee's new rate is greater than the rate provided in Section 23.03, shall become such employee's new out-of-line differential (which shall replace the former out-of-line differential) and shall apply in accordance with the provisions of this Agreement.
 - (2) If the employee's new rate resulting from such increase is equal to or less than the standard hourly rate for the job, as provided in Section 23.03, the rate of pay of such employee shall be adjusted to conform to the standard hourly rate for the job, as provided in Section 23.03, and the former out-of-line differential shall be terminated.
- 23.05 As of the date the Standard Hourly Wage Scale becomes effective, the standard hourly rate for each job class shall be the standard hourly rate for all jobs classified within such job class and shall be applied to any employee in accordance with the provisions of this Agreement.
- 23.06 Each standard hourly rate established under Section 23.03 shall be the established rate of pay for all hours paid for on a non-incentive job.
- 23.07 Except as otherwise provided by this Agreement, the established rate of pay for each production or maintenance job, other than a trade or craft or apprentice job shall apply to any employee during such time as the employee is required to perform such job.
- 23.08 Except as otherwise provided by this Agreement, the established rate of pay for a trade or craft or apprentice job shall apply to any employee during the time such employee is assigned to the respective rate classification in accordance with the provisions of this Agreement.

23.09 OUT-OF-LINE DIFFERENTIALS

The Company shall furnish to the Union a list agreed to by the Company and the Union of employees who are to be paid "out-of-line differentials". Such list shall contain the following information:

- (a) Name of incumbent to whom such "out-of-line differential" is to be paid,
- (b) Job title of job on which out-of-line differential is to be paid,
- (c) Job classification of such job,
- (d) Standard hourly rate of such job,
- (e) Amount of out-of-line differential,
- (f) Date such out-of-line differential became effective.

- 23.10 Except as such out-of-line differential may be changed by the means hereinafter provided, an employee included in the list referred to in the manual shall continue to be paid such out-of-line differentials during such time as the employee continues to occupy the job for which the differential was established.
- 23.11 If any employee with an out-of-line differential is transferred to assigned to a job having a higher standard hourly rate, then the differential shall be reduced by the amount of the increase in the standard hourly rate.
- 23.12 If, as a result of layoff and the exercise of seniority rights an employee with an out-of-line differential is moved to a job having a lower standard rate, then the out-of-line differential shall be cancelled.
- 23.13 If such employee referred to in Section 23.11 and 23.12 shall be returned to the job for which the out-of-line differential was established, the out-of-line differential shall be reinstated except as it may have been reduced or eliminated by other means.
- 23.14 When an employee would, in accordance with the terms of this Agreement, be entitled to receive his/her regular rate, he/she shall also receive any out-of-line differential to which he/she is entitled.
- 23.15 In addition to the means herein provided, increases in the increment between job classes shall be used to reduce or eliminate out-of-line differentials.
- 23.16 Except for the application of the out-of-line differentials as called for herein, the terms of this Agreement governing transfers shall apply.

23.17 TEMPORARY TRANSFERS

- (a) If an employee is temporarily transferred other than in the event of a layoff to meet the Company's convenience to another job for which the regular rate is less than that which the employee is receiving, he/she shall retain his/her former rate, and if such transfer is to a job with a higher rate, the employee shall receive the higher rate paid for such job provided the time spent on the new job is one hour or more.
- (b) If it is found necessary to temporarily transfer an employee for a period of more than one (1) calendar week, a regular transfer will be issued to this effect, with a record of same being kept on file in the Industrial Relations Department.

23.18 LEARNER RATES

Learner Jobs requiring "learner" rate, due to lack of adequate training opportunity provided by the promotional sequence of related jobs, shall be negotiated and made a part of this Agreement.

- 23.19 A schedule of learner rates for the respective period of 520 hours of actual learning experience with the Company on jobs for which training opportunity is not provided by the promotional sequence of related jobs, shall be established at the level of the Standard Hourly Wage Scale rates for the respective job classes.

This determination shall be on the basis of the required employment training and experience time specified in Factor 2 of the job classification record of the respective job as follows:

- (a) Code C: Seven to twelve months
 - (1) One learner period classification at a level two job classes below the job class of the job.
- (b) Code D: Thirteen to eighteen months
 - (1) A first learner period classification at a level, four job classes below the job class of the job, and
 - (2) A second learner period classification at a level, two job classes below the job class of the job.
- (c) Code E and higher: Nineteen months and above.
 - (1) A first learner period classification at a level, six job classes below the job class of the job,
 - (2) A second learner period classification at a level, four job classes below the job class of the job.
 - (3) Employees who have had no related work experience in relation to the respective job shall serve an additional 520 hours of work in the learner period two job classes below the job class of the job.

- 23.20 The learner periods, as provided in Section 23.19, shall apply to those jobs listed in SCHEDULE "B" of this Agreement except as otherwise mutually agreed between the Company and the Union and so indicated in "SCHEDULE B". Learner periods shall apply only to jobs in Job Class 8 and up, except where the provisions of Sections 23.21 and 23.22 apply.
- 23.21 The Company, at its discretion, may apply a learner rate to a learner on any job where another employee other than the learner is on the job, provided the learner rate applied is:
- (a) in the case of an employee hired for the learning job, the standard hourly rate for Job class 2, or;
 - (b) in the case of an employee transferred from another job in the plant, the lower figure of:
 - (1) the standard hourly rate of the job from which transferred or;
 - (2) the standard hourly rate of the job being learned.
- 23.22 The learner provisions set forth in Section 23.21 shall apply:
- (a) for a period of time sufficient to learn to do the job, provided that such period shall at no time exceed 520 hours;
 - (b) only to provide replacements for job vacancies; and,
 - (c) in accordance with the provisions of this Agreement for filling vacancies.
- 23.23 The Company shall furnish the Union on the form set forth as EXHIBIT "E" of the Manual, a list of jobs agreed to by the Company and the Union as appropriate for the application of learner rates. Such list may be added to or deleted from by mutual agreement of the Company and the Union. The Schedule of learner rates set forth in Section 23.19 shall apply only to jobs in this list.
- 23.24 Employees' time spent on a job requiring a learner schedule shall be cumulative. Periods of less than eight (8) hours shall not be counted toward completion of a learner schedule, but shall be paid for at that standard hourly rate of the job.
- 23.25 Any employee who has qualified for a job through a learner schedule shall not be required to repeat that learner schedule.
- 23.26 The established learner rate of pay for each learner period classification shall apply in accordance with the learner training periods as defined in Section 23.19. However, an employee whose current rate of pay is higher than the minimum rate of a learner job to which he has exceeded, shall maintain his current rate but not higher than the standard hourly rate of the job being learned until such time as the rate for the applicable learner period classification is equal to or exceeds his present rate.

23.27 An employee, when assigned to a job on which a learner rate applies, shall be credited in the learner schedule with all time previously worked on such job or, in the case of a "grouped" job, on a job in such group. It is agreed that such past time shall be computed from reasonably recent records of the Company.

23.28 TRADE OR CRAFT AND ASSIGNED MAINTENANCE CONVENTION

In addition to the provisions of the Manual for describing and classifying trade or craft and assigned maintenance jobs, the following shall apply:

- (a) The description and classification shall be carried out in accordance with the Manual.
- (b) The job classification of trade or craft jobs, having been classified as in paragraph (a) above, shall be increased by two job classes and the two job classes shall be incorporated into the total classification of the job.
- (c) The job classification of assigned maintenance jobs, having been classified at job class eleven or higher as in paragraph (a) above, shall be increased by two job classes which shall be incorporated into the total classification of the job.
- (d) Where a change in an existing job requires a new description and classification for a job on which this convention has already been applied, such job shall be reclassified in the same manner as that followed prior to the application of this convention and the provisions.

23.30 GENERAL

Any mathematical or clerical errors made in the preparation, establishment or application of job description, classification, or standard hourly rates shall be corrected to conform to the provisions of the Agreement.

- 23.31 Except as otherwise provided, no basis shall exist for an employee covered by this Agreement to allege that a wage rate inequity exists.
- 23.32 The payment of all wages for all hourly rated employees will be made weekly on the Thursday following the pay period. Payment will be by cheque or direct bank deposit, at the employee's option. Employees who work on a night or afternoon shift will be paid by cheque before the end of their shift on the Wednesday following the pay period.
- 23.33 Premiums for overtime shall not be paid for twice, for the same hours worked.

23.34 LEAVE OF ABSENCE FOR UNION C.W.S. COMMITTEE

- (i) The Company agrees to grant Leave of Absence from their regular work to three employees who shall be selected by the Union to act on its C.W.S. Committee, employees so selected shall:
 - (a) accumulate any seniority to which they normally would be entitled;
 - (b) receive their regular rate of pay from the Company as based upon a normal work week and;
 - (c) return to their regular employment when their work on the C.W.S. Committee is completed.
- (ii) The Company and the Union agree to hold joint C.W.S. meetings monthly or otherwise as mutually agreed. Such meetings will be scheduled to take place within the first ten (10) working days of each month.

24.00 BEREAVEMENT LEAVE

- 24.01** The Company recognizes that an employee may be absent from work by reason of the death and to attend the funeral for a member of his/her immediate family. Members of the immediate family of an employee shall include only the parents, spouse, children, brother, sister, grandparents, grandchildren, mother-in-law, father-in-law, brother-in-law or sister-in-law of the employee. When it is necessary for an employee to be absent from work for the foregoing reasons during regularly scheduled work hours, and which fall within a period of seventy-two (72) hours, dating from the date of the funeral, shall receive pay at the regular day work rate which is appropriate for his/her classification for each hour of absence from work during such seventy-two (72) hour period, provided, however, that no employee shall receive funeral pay for any hour during which he/she was not regularly scheduled to work, and providing further that, in order to be entitled to receive funeral leave pay hereunder, an employee must actually attend the funeral, except in the case of a funeral which is geographically too far distant for the employee practicably to attend during the leave period. In the event attendance at the funeral is impractical, the employee shall be entitled to funeral leave on the day of the funeral only and to receive pay if otherwise eligible in accordance herewith. Should an employee be obliged to leave town for the funeral, such leave may be extended to cover travelling time. However, in no case shall the total payment for such leave exceed five (5) working days.

25.00 JURY DUTY AND SUBPOENAED WITNESS ALLOWANCE

- (a) Any employee with seniority who is requested to serve on a legally constituted jury or is subpoenaed as a witness for the Crown, shall be granted a Leave of Absence with full pay at his/her regular rate and shall reimburse the Company the amount of fees received.
- (b) For the purpose of this Article, all second and third shift employees who are summoned for jury duty shall be transferred to day shift for the period of such tour of duty. If the employee is excused from jury duty in the morning, he/she shall return as soon as possible to work the balance of his/her shift.
- (c) In order to receive payment under this Article, the employee must give prompt notice to the Company of his/her summons for jury duty and present evidence as to the amount of fees received as juror.

26.00 WORK PERFORMED AWAY FROM THE PLANT

Employees who are temporarily assigned to perform work away from the plant shall be paid in accordance with Article 15.00 - Hours of Work and Overtime. Employees who are temporarily assigned to perform work outside of their normal plant, and sufficiently distant to require a substantial amount of travel time, shall be paid for such time as is spent in travel subject to the following:

- 26.01 The Company shall determine the type, public or private, of transportation the employee is to use. When public transportation is used, first class accommodation shall be provided where available.
- 26.02 The Company shall pay all legitimate business expenses incurred, including room, meals, transportation costs.
- 26.03 Time spent travelling via public transportation shall be considered time worked when such travel occurs during the hours of the employee's normal basic eight (8) hour work day (Monday to Friday).
- 26.04 Time spent in travel on Saturday, Sunday and holidays via public transportation shall be paid at straight time rate up to a maximum of eight (8) hours for each day.
- 26.05 Time spent travelling via Company automobile or via personal automobile with the written permission of the Plant Management shall be considered as time worked. Time spent sleeping and eating shall not be considered time worked.

26.06 Hours spent travelling to and from the employee's temporary residence to his/her temporary place of work shall not be considered as time worked.

27.00 MEASURED DAY SYSTEM

27.01 It is agreed that the Company may establish standard time values for any operations, for the purpose of providing increased production levels and wages based on the following:

- (a) Standards shall be expressed in time per piece of multiple thereof;
- (b) Earnings differential rate set out in Article 23.29 shall be applied to those jobs or operations where the Company applies work. Standards under the Measured Day program including any related job agreed to by the parties;
- (c) Standards shall only be applied on jobs when conditions have been standardized as to equipment, materials, specifications, methods and operating procedures;
- (d) Whenever non-standard conditions occur, the Company shall make an immediate study and adjust the existing;
- (e) If, after trying the Standard the employee(s) are of the opinion the Standard cannot be achieved, he/she may lodge a complaint in accordance with the Grievance Procedure for disputed Standards.
- (f) After a work Standard has been established whenever changes in method, material equipment, quality or design requirements does not change the Time Standard by 5% or more, it will be recorded in the Standard Method Record. When the cumulative total of these changes amounts to 5% or more of the established Time Standard, the Methods and Standards Department will issue a new Standard based on a study of the elements involved.
- (g) In the event of a restudy of a Standard established by Time Study, only the elements affected, as established by the Time Study Department will be changed and any information requested by the Union will be made available.

27.02 (a) Personal fatigue and delay allowances shall be expressed in minutes per hour which shall be deducted from the clock hour to develop the available productive minutes per hour.

- (b) Proper allowances shall be negotiated in relation to actual conditions prevailing with a minimum allowance per hour to be as follows:

1. Personal - 3 minutes
2. Fatigue - 3 minutes
3. Delay - 3 minutes

All allowances will be deducted from **480** minutes.

- (c) Standards developed and expressed shall be related to the available productive minutes per hour and not to the clock hour minutes.

27.03 All jobs currently paid at the Earnings Differential Scale shall continue to be paid at the rate of pay.

27.04 Employees shall continue to "book on" and "book off" jobs in the same manner as practised during the trial period.

27.05 Standards to be established under the measured day system shall be established by the following, or anyone or more combinations thereof, namely:

- (a)
1. by the actual time study,
 2. by data composed from actual time study,
 3. by **M.T.M.**
 4. by establishing a composite value composed of a group of detailed values on related operations except where existing data cannot be adjusted to apply.

- (b) In the event of a standard time value being grieved which has been established under section **2, 3, or 4** above, time values will be restudied by the stop watch method if so requested by the Grievance Committee at Step **2**. A member of the Grievance Committee may be present at the restudy.

27.06 Measured Day Work Standards shall continue to be established consistent with the practices established in setting Measured Day Work Standards during the Trail Period.

27.07 Individual Measured Day Work Standards shall include allowances to cover personal fatigue, delays, **washup** and rest periods. Minimum allowances for such shall be seventy-two (72) minutes of a **480** minute shift and shall be applied by adding **18%** tax to the normalized times in the Standard.

- 27.08 Normal pace, represented by 100% in the establishment of Standards shall continue to be consistent with the pact presently recognized as 100% by Standard Time Study Practices.
- 27.09 Measured Day Work pace as established during said Trial Period is recognized to be a pace exceeding that of normal pace.
- 27.10 The new Measured Day Standards will be based upon a productivity factor that is 35% above normal. Except as otherwise specifically provided in this Agreement, all existing Measured Day Plans in effect on the date this Agreement becomes effective and any Measured Day Work Plan which may be subsequently established, including all provisions relating to the establishment and administration of any Measured Day Plan, such as hourly rates and Measured Day Standards, shall remain in effect and unchanged and shall continue to be applied on the effective date of this Agreement as well as to any jobs to which they may be subsequently applied.
- 27.11 Whenever a Standard is disputed, the Union may request a restudy of such Standard, using time study procedures which shall be carried out in accordance with the provisions of this Article and the following.
- 27.12 At the completion of a restudy arising out of a dispute as to the fairness of the Standard and before the Time Study Representative leaves the department of the employee being time-studied, the Steward will be given a copy of the time study which shall include:
- (a) total time elapsed in the study;
 - (b) the number of pieces studied;
 - (c) the employee's effort rating;
 - (d) all allowances on the job studied.
- 27.13 (a) An average, experienced employee of average skill and ability shall be the employee on the job during the performance of the time study;
- (b) All information pertinent to the work performed and being studied shall be recorded in detail;
- (c) Elements shall be established in such a way as to enable a proper recording of the reading of the stopwatch with no element having a duration of less than .05 minutes;
- (d) The continuous stop-watch timing method shall be used;
- (e) The average observed performance time for each element shall be the result of a simple arithmetical average of all performance times for that element. No elemental time shall be struck out, except for just cause, such causes to be noted;

(f) Manual element times shall be normalized by multiplying the average observed performance time (developed as set out in (e) above) by the rating factor;

(g) The average cycle time shall be a total of all the normalized element times.

27.14 Stewards shall be allowed time off, as prescribed in Article 5.00 of this Collective Agreement, to be present at restudies related to Measured Day Work Standards.

28.00 BENEFIT PLAN

28.01 (a) The Company agrees to pay the cost of the weekly indemnity for employees of sixty-six and two thirds percent (66 2/3%) of their weekly wages for a maximum period of fifty-two (52) weeks in the event of absence from work for more than three (3) days duration due to sickness, or more than one (1) day for hospitalization or non-compensable accident.

(b) In consideration of the changes in the Benefit Package, the Union agrees that if allowed by law the Company shall be entitled to keep any rebate payable from the Unemployment Insurance Act under the Sick and Accident Provisions.

(c) In the event of a dispute arising from the refusal of the insurance company to allow a claim, or in the event the Union feels a claim has been unjustly terminated, the Union shall have the right to file a grievance beginning at Step 2 of Article 7.01.

(d) Under no circumstance shall an employee receive weekly indemnity benefits while receiving vacation pay or on leave of absence.

28.02 The Company will pay the full cost of the monthly premiums for medical, surgical and hospitalization coverage provided by the Ontario Government and presently known as the Ontario Health Insurance Plan (OHIP) for all employees and eligible dependents covered by this Agreement.

28.03 The Company will pay the Full premiums for all employees covered by this Agreement, for the 35¢ Drug Plan.

- 28.04 The Company will pay the full premium for all employees covered by this Agreement for Group Life Insurance in the amount of twenty-two thousand dollars (\$22,000) effective at ratification of this Collective Agreement. Effective June 8, 1990, Group Life Insurance covering will increase to twenty-three thousand dollars (\$23,000). Effective June 8, 1991, Group Life Insurance coverage will increase to twenty-four (\$24,000). The Company will pay the full premium for all employees covered by this Agreement for Accidental Death & Dismemberment Insurance in the amount of seventeen thousand five hundred dollars (\$17,500). Effective June 8, 1990, Accidental Death and Dismemberment Insurance covering will increase to eighteen thousand dollars (\$18,000). Effective June 8, 1991, Accidental Death and Dismemberment Insurance will increase to nineteen thousand dollars (\$19,000).
- 28.05 The Company will pay the full premium to provide all employees, covered by this Agreement, with a Dental Care Plan, the details of which shall be contained in the Benefits Agreement signed by the parties and made part of this Agreement.
- 29.00 LONG-TERM DISABILITY PLAN
- The Company will pay the full premium to provide all employees covered by this Agreement, with Long-Term Disability benefits the details of which shall be contained in the Benefits Agreement signed by the parties and made part of this Agreement.
- 29.01 EXTENDED HEALTH CARE (MAJOR MEDICAL)
- Effective at ratification of this collective agreement, provide for hearing aids up to a maximum value of \$350.00 one every two years.
- Deductible - \$10 per person per calendar year.
- \$20 per person per calendar year.
- 30.00 MISCELLANEOUS PROVISIONS
- 30.01 It is understood and agreed that the provisions of this Agreement shall be at all times subject to any acts, Orders-in-Council and Regulations at present enacted or adopted or which hereafter shall be enacted or adopted by any Parliament or Legislative Body, Minister of the Crown, or Department of Government having jurisdiction in the premises.
- 30.02 INVENTORY
- (a) All employees required for counting the Annual Physical Inventory shall be selected in accordance with their plant-wide seniority within the department and ability to perform the work required.

- (b) If extra employees are required, they will be selected by plant-wide seniority and ability. It is understood and agreed that salaried Union employees participate in the inventory taking.
- (c) All employees performing such work shall be paid the rate of pay for their normal classification. If sufficient people are not available from the plant, temporary help may be hired for the duration of the inventory and will be paid at the Job Class 3 rate under the Standard Hourly Wage Scale.

30.03 Where the work "HE" or "THEY" is referred to in the Agreement, both parties agree it pertains to both male and female.

31.00 APPRENTICESHIP

31.01 In the event the Company decides to initiate a new apprenticeship program, it will negotiate the terms thereof, including rates of pay, with the Union.

32.00 PENSIONS

The Company will continue to maintain the Pension Plan for hourly rated employees, established and set forth in the Benefits Agreement signed by the parties and made part of this Agreement.

33.00 BENEFITS AGREEMENT

Certain summary information regarding benefit plans is contained in Appendices B, C, D, E, F, and G. These appendices are provided for communication purposes only and are not considered to be part of this Collective Agreement.

The actual full details of the various benefit plans are contained in the Benefits Agreement signed by the parties which is considered to be part of this Collective Agreement. The benefit plans are:

- Group Life Insurance Plan
- Accidental Death & Dismemberment Insurance Plan
- Short Term Disability Plan
- Long Term Disability Plan
- Extended Health Care Plan (including Drug Plan)
- Dental Plan
- Pension Plan

34.00 SERVICE OPERATIONS

34.01 Unless otherwise mutually agreed between the parties, the normal scheduled hours of work for all Service Technicians shall be from 8:00 a.m. to 4:30 p.m., with a one-half (1/2) hour lunch Monday through Friday.

34.02 It is agreed that Service Technicians covered by this Agreement will not perform service work on any appliance marketed by the Company except when acting on behalf of the Company.

34.03 Because of the nature of their work, Service Technicians shall be expected to give a fair day's work for a fair day's pay and shall only be given the number of calls per day in relationship to the distance to be travelled, the nature of the call, etc.

34.04 The Company shall be responsible for contacting customers on uncompleted calls, providing technicians call in one (1) hour prior to the end of the shift.

34.05 (a) Service Technicians, when dealing with the public, shall wear uniforms specified by the Company. The Company shall be responsible to supply at no cost to the employee, such all season(s) uniforms so that the Service Technician is neat and clean at all times.

(b) Each Service Technician shall be supplied with uniforms as follows:

1 - 2 jackets	1 - winter parka*
2 - 4 pants	1 - pair overshoes
5 - 10 shirts	

*

Winter parkas so provided shall be dry cleaned by the Company at no cost to the employee as required, to a maximum of twice per year.

(c) Within thirty (30) calendar days of the ratification of this Agreement, the Company shall take all necessary steps to ensure that Service Technicians have their wardrobes brought up to the standards as set out in 34.05 (b) above.

(d) Whenever replacements are necessary due to wear and tear, etc., the Service Technician shall notify the Company and such article shall be replaced, when necessary, as promptly as possible, but in no case shall the replacement time exceed forty-five (45) calendar days.

- 34.06 No Service Technician shall be requested or allowed to use his/her own vehicle for company business.
- 34.07 Company-owned trucks shall be used for Company business only, and at the discretion of the Service Technicians, shall be returned to the Company premises at the conclusion of each day or to his/her place of residence as he/she chooses. Such choice, one way or the other shall be on a yearly basis.
- 34.08 The Company shall be responsible for all cost of insurance and accidents.
- 34.09 The company will continue to supply special tools and equipment costing over \$25.00 but will retain ownership of same.
- 34.10 (a) All Service Technicians shall be paid a stand-by allowance of one (1) hours' pay at straight time when on stand-by service Monday to Friday and two (2) hours' pay at straight time for Saturday and Sunday and Statutory Holidays. All Service Technicians shall participate in such stand-by service and there shall be a minimum of one employee on stand-by service each week, and shall rotate on a weekly basis.
- (b) Whenever an employee on stand-by service is called out Monday through Friday or between the hours of 8:00 a.m. to 4:40 p.m. on a Saturday, the employee shall be paid at the rate of time and one-half the employee's regular rate of pay, starting from the time he/she leaves his/her place of residence until he/she returns, in addition to the weekly stand-by allowance.
- (c) All call out time between the hours of 5:00 p.m. on a Saturday until 8:00 a.m. on a Monday shall be paid at the rate of double time.
- 34.11 The Company agrees to pay all field service Technicians the sum of Twenty-seven dollars and fifty cents (\$27.50) per month for access to Company service vans during non-working hours, at the Technician's home location. In the event that it is necessary to store Company vans at an alternate location in order for night stocking, the Company agrees to pay such storage charges incurred in lieu of the \$27.50 payment to the appropriate Technician, in accordance with the Truck Stock Letter of Understanding. Effective June 8, 1988 the above payment will be increased to thirty dollars (\$30.00).

- 34.12 The parties agree that during each contract year, Technicians shall be required to participate in a maximum of **(40)** forty additional hours of Company training outside the normal work hours. This program shall be scheduled by the Company on Tuesdays, Wednesdays and Thursdays as required, at a maximum of **(4)** four hours duration on any one occasion. It is agreed that Technicians shall not be required to attend such training on more than one occasion in any one work week, without mutual agreement.

This program shall be posted by the Company in advance, and Technicians may elect the days that they shall attend. A maximum of twelve **(12)** Technicians may be scheduled for any one occasion.

Where possible, the Company will endeavour to schedule required training before or close to the introduction of new products to the marketplace. Similar, alternate arrangements to attend this program, shall be made for Technicians working a second shift schedule.

- 34.13 The Company may designate an employee(s) in the Warehouseperson classification (Job Class 10) to fill in for employees in the Parts Supply Van Driver (Night Rider) classification (Job Class 11), who are absent due to illness, vacation, etc. The designated employee(s) are expected to co-operate in responding to the need when it arises, which may involve short notice.

Employee(s) so designated will be paid the rate for Job Class 11 for all hours worked, whether they are performing the truck stock duties or their normal duties in the warehouse. The payment of the Job Class 11 rate will continue as long as the Company considers it necessary to designate the employee(s) as back up for the truck stocking work.

It is understood that the designated warehouse employee(s) will only receive the shift premium outlined in Article 15.01 (e) for hours worked while actually performing the nightly truck stocking program.

Payment of the Job Class 11 rate for all hours worked to the designated employee(s) is specifically in reference to their being back-up for the night rider work, as outlined above. However, it is also understood that such employees will similarly fill in as required for employees in the Parts Van Operator classification during the day-shift.

35.00 COST-OF LIVING-ALLOWANCE

- 35.01 Effective June 8, 1989, each employee covered by this Agreement shall be entitled to a cost-of-living allowance as set forth in this Article.
- 35.02 The cost-of-living allowance shall be paid on all hours worked and the total amount of the allowance generated in the first year shall be incorporated into the basic wage rates at June 8, 1990. The total amount of the allowance generated in the second year shall be incorporated into the basic wage rates at June 8, 1991. The total amount of the allowance generated in the third year shall be incorporated into the basic wage rates at June 7, 1992.

- 35.03 The amount of cost-of-living allowance shall be determined and redetermined as provided below on the basis of the Consumer Price Index published by Statistics Canada (1971 = 100) and thereafter referred to as C.P.I.
- 35.04 Effective with the first pay period following the release by Statistics Canada of the C.P.I. Index for the appropriate month the cost of living allowance shall be made as follows:

In the first year (June 8, 1989) the following will apply:

- An allowance equal to one cent (1¢) per hour for each 0.32 point rise in the Consumer Price Index (1971 base published by Statistics Canada), by which the CPI for the month of February, 1990 exceeds the CPI for the month of November, 1989.

In the second year (June 8, 1990) the following will apply:

- An allowance equal to one cent (1¢) per hour for each 0.32 point rise in the Consumer Price Index (1971 base published by Statistics Canada), by which the CPI for the month of August 1990, exceeds the CPI for the month of May 1990.
- An allowance equal to one cent (1¢) per hour for each 0.32 point rise in the Consumer Price Index (1971 base published by Statistics Canada), by which the CPI for the month of November, 1990 exceeds the CPI for the month of August, 1990.
- An allowance equal to one cent (1¢) per hour for each 0.32 point rise in the Consumer Price Index (1971 base published by Statistics Canada), by which the CPI for the month of February, 1991 exceeds the CPI for the month of November, 1990.

In the third year (June 8, 1991) the following will apply:

- An allowance equal to one cent (1¢) per hour for each 0.32 point rise in the Consumer Price Index (1971 base published by Statistics Canada), by which the CPI for the month of May 1991 exceeds the CPI for the month of February 1991.

An allowance equal to one cent (1¢) per hour for each 0.32 point rise in the Consumer Price Index (1971 base published by Statistics Canada), by which the CPI for the month of August 1991 exceeds the CPI for the month of May 1991.

An allowance equal to one cent (1¢) per hour for each 0.32 point rise in the Consumer Price Index (1971 base published by Statistics Canada), by which the CPI for the month of November 1991 exceeds the CPI for the month of August 1991.

An allowance equal to one cent (1¢) per hour for each 0.32 point rise in the Consumer Price Index (1971 base published by Statistics Canada), by which the CPI for the month of February 1992 exceeds the CPI for the month of November 1991.



35.05 In the application of the Cost of Living Allowance provisions, the following will apply:

- (a) Fractions of a cent will be rounded off to the nearest cent when meeting or exceeding 0.5 of a cent.
- (b) Payment of the cost of living allowance will be applied to the job and employee rates effective the first pay period following the release by Statistics Canada of the Consumer Price Index for the appropriate month.
- (c) The continuance of the cost of living allowance shall be contingent upon the availability of the relevant monthly Statistics Canada Consumer Price Index in its present form and on the same base of 1971 = 100.
- (d) The cost of living allowance established under this agreement shall not be paid nor form the basis for payment for hours treated as overtime hours for which a premium is to be paid.

36.00 DURATION OF AGREEMENT

36.01 This Agreement shall become effective on the 8th day of June 1989 and shall continue in effect up to and including the 7th day of June 1992

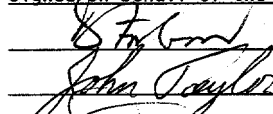
36.02 Either Party desiring to renew or amend this Agreement may give notice in writing of its intentions during the last ninety (90) days of its operation.

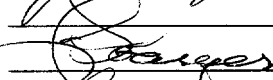
36.03 If notice of the intention to renew or amend is given by either Party pursuant to the provisions of the preceding paragraph, such negotiations shall commence not later than fifteen (15) days after such notice or as soon thereafter as is mutually agreed.

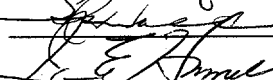
36.04 If pursuant to such negotiations, an Agreement is not reached on the renewal or amendment of the Agreement prior to the current expiration date, the Agreement shall continue in effect in accordance with the terms of the Ontario Labour Relations Act.

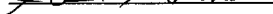
Duly Executed by the Parties hereto this 16 day of ~~October~~ 1990.

Signed on behalf of the Company

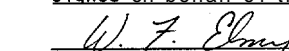


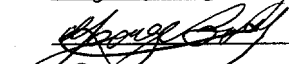








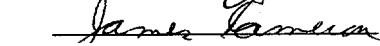
Signed on behalf of the Union











APPENDIX "A"

MEMORANDUM OF UNDERSTANDING ON EXPEDITED ARBITRATION PROCEDURE

1. Notwithstanding any other provision of this Agreement, the following expedited arbitration procedure, which is designed to provide prompt and efficient handling of routine cases, will be implemented for the duration of the Agreement.
2. Should a grievance remain unsettled after completion of all steps of the grievance procedure, and such grievance falls within the scope of the Expedited Arbitration procedure, it shall be handled as follows:
3. The grieving party shall notify the other party of its intention to proceed to Expedited Arbitration within fifteen (15) working days of receipt of the answer from the last step of the grievance procedure.
4. The grieving party shall secure from the appropriate chairman, the time, date and place for hearing the grievance. Thereafter, the Rules of Procedure for Expedited Arbitration shall apply.

EXPEDITED ARBITRATION

RULES OF PROCEDURE

1. After a grievance or grievances has/have been appealed to Expedited Arbitration, the grieving party shall contact the Arbitrator and secure the place and two possible dates for the hearing.

The grieving party shall submit such information to the other party who shall be required to select one of the two dates.
2. Arbitrators shall be called for requested hearings on the basis of "first up - - first out" in the order in which they are listed in Schedule 1.
3. No Arbitrator shall be requested to hear more than four (4) cases in one day and shall not be requested for more than two consecutive days of hearing. This limitation does not apply to the number of grievances the parties may appeal to this procedure at any one time. The parties may decide to use a different Arbitrator for each day of hearing.
4. All grievances which are routine in nature, shall be submitted to this Expedited Arbitration procedure provided they fall into one or more of the following categories:

- (a) the grievance does not require a complex decision which would establish a new principle ~~or~~ precedent, in the relationship between the parties;
- (b) the dollar value of settling such grievance is not in excess of **\$750.00**, for an individual grievance or in excess of \$300.00 per person in the case of a group grievance;
- (c) all notices (verbal or written) of disciplinary action, including suspension from work for not more than five (5) working days;
- (d) all matters involving job posting, transfer or layoff due to lack of work notwithstanding the dollar value, where no principal or precedent has been creased by such action;
- (e) any other grievance which the parties agree in writing to submit.

POWERS OF THE ARBITRATOR

The authority of the Arbitrator shall be the same as that provided for in Article 8.00 of the Collective Agreement and under the Ontario Labour Relations Act.

THE HEARING

1. The date of the hearing shall be within ten (10) days of the appeal unless an extension of time (in writing) is mutually agreed by the representatives of the parties.
2. The hearing shall be conducted in accordance with the following:
 - (a) The hearing shall be informal;
 - (b) No briefs shall be filed or transcripts made;
 - (c) There shall be no formal evidence rules;
 - (d) Each party's case shall be presented by a previously designated representative of the parties • • Legal Counsel shall not be permitted;
 - (e) The Arbitrator shall have the obligation of assuring that all necessary facts and considerations are brought before him/her by the representatives of the parties. In all respects, he/she shall assure the hearing is a fair one;

(f) If the Arbitrator or the parties conclude at the hearing that the issues involved are of complexity or significance which were not previously apparent, as to require further consideration by the parties, the case shall be referred back to the parties for reconsideration and regular arbitration procedure.

3. The Arbitrator shall issue a decision no later than forty-eight (48) hours after conclusion of the hearing (excluding Saturdays, Sundays and Plant Holidays).
4. His/her decision shall be based on the records developed by the parties before and at the hearing and include a brief written explanation of the basis for his/her conclusion.
5. These decisions shall not be cited as a precedent in any discussion at any step of the grievance or arbitration procedure.
6. Duplicate originals of each decision shall be furnished by the Arbitrator to the respective representatives presenting the grievance at the hearing.
7. Scheduling of Continuance of Hearing

If the hearing on a case scheduled is started but not completed in the time allotted, the arbitrator shall reschedule the hearing for such other day as convenient within the ten days of the date of notification of such appeal or such other day as mutually agreed to by the parties. If a case scheduled for hearing was not started during the scheduled day or days allotted, it may be rescheduled by mutual agreement of the parties with the same Arbitrator and on such days as mutually agreed to by the parties, or referred back to the grieving party for rescheduling with another Arbitrator.

8. Cancellation of Hearing

- (a) If a grievance scheduled for hearing is withdrawn or settled prior to the date for the scheduled hearing, the grieving party shall be responsible for notifying the Arbitrator.
- (b) A grievance scheduled for hearing shall not be postponed or rescheduled unless both parties agree.
- (c) In an emergency where the assigned Arbitrator cannot meet his/her scheduled hearing, he or she will immediately contact the parties, who will assign the next available Arbitrator for the hearing and make such appropriate changes as are necessary.

9. Mailing of Grievance Written Record

When the appropriate Company representative is notified of the assignment of an Arbitrator, he/she shall promptly mail the Arbitrator a copy of the written grievance record for each grievance scheduled for the hearing **so** that the Arbitrator may review those records before the hearing. A copy of the covering letter shall be sent to the Local Union representative. A copy of any correspondence addressed to the Arbitrator by either party in connection with cases will be submitted to the other party.

10. Fees to Arbitrator for Services and Expenses

- (a) The Arbitrator shall be paid on the basis of per hearing day which shall also include his/her written decision on cases heard in such hearing day.

A normal hearing day shall be from **9:00** a.m. to **12 p.m.** and **1:30 p.m.** to **4:30 p.m.**

(b) Fee Schedule for Hearings

- 1) **\$250** per half day of hearing if one or two cases are heard.
- 2) **\$400** per day of hearing if one or two cases are heard.
- 3) **\$500** per half day or day of hearing if three or four cases are heard.
- 4) In addition to the above fee schedule for a hearing day **\$100** shall be paid for each hearing day or part thereof, for study and writing decision(s).

(c) Cancellation Fees

If an Arbitrator accepts an assignment for a hearing and the hearing is cancelled by either of the local parties and they notify the Arbitrator at least **24** hours prior to the scheduled hearing, the Arbitrator shall be paid **\$100**. If the hearing is cancelled within **24** hours prior to the hearing time and the Arbitrator is **so** notified, or if the Arbitrator appears at the hearing and the cases are cancelled or settled by the parties without a hearing, he/she shall be paid **\$200**.

- (d) The Arbitrator shall bill each of the local parties for one-half of the total fees and expenses. Prior to the hearing, the local Union and local Management will give the Arbitrator the name, position and address of their designated representatives to whom the Arbitrator shall forward billings and decisions. It will be the Arbitrator's responsibility to make sure that he/she has such information prior to the close of the hearing.

11. Arbitration Citations

The only arbitration decisions which may be cited as part of either parties' expedited arbitration presentation are decisions in which the Company involved in the hearing was a party, but shall not include Expedited Arbitration decisions.

The party citing a permissible decision shall provide copies of such decision to the Arbitrator and the other party at the hearing. The parties are expected to cite only decisions essential to the proper determination of the case and not include unnecessary or redundant case citations.

12. Decisions

- (a) Decisions shall contain a brief statement of facts and contractual reliance on which the Arbitrator will have based his/her findings and decision.
- (b) Each decision shall be typed on 8 1/2" x 11" letter size paper and shall contain a heading identifying:
 - 1. Expedited Arbitration
 - 2. Name Plant or Office location
 - 3. USWA Local Union number involved
 - 4. Grievance number
 - 5. Date of Hearing
 - 6. Signature and typed name of Arbitrator.
- (c) Decisions shall be mailed to the designated parties not later than 48 hours after the close of the hearing (excluding Saturdays, Sundays and Holidays). In no case will decisions be given or sent to only one of the parties. Decisions shall **be** mailed to all of the parties at the same time.
- (d) It shall be the responsibility of each of the local parties' representatives, accountable for the presentation, to give the Arbitrator the names of those to whom a copy of the decision is to be mailed.

APPENDIX "A"

PANEL OF ARBITRATORS FOR EXPEDITED ARBITRATION IN THE TORONTO AREA

Brown, Donald
111 Richmond Street West
Suite 901
Toronto, Ontario, Canada
M5H 2J4

Phone: 416-361-1500

Gibson, Stephen
70 Delisle Avenue, #711
Toronto, Ontario, Canada

Phone: 416-923-9503

MacDowell, Richard O.
Ontario Labour Relations Board
400 University Avenue
Toronto, Ontario, Canada
M7A 1T7

Phone: 416-965-0204

Reiter, Barry J.
University of Toronto
Faculty of Law
78 Queens Park Crescent
Toronto, Ontario, Canada
M5S 1A1

Phone: 416-978-3715

Saltman, Maureen
408 Glencairn Avenue
Toronto, Ontario, Canada

Phone: 416-484-8211

Swinton, Katherine
c/o Osgood Hall Law School
York University
4700 Keele Street
Downsview, Ontario, Canada
M3J 2R5

Phone: 416-667-3985

APPENDIX "8"

DENTAL PLAN

Benefits Payable on: 1987 O.O.A. at ratification
1988 O.O.A. as of January 1, 1990
1989 O.O.A. as of January 1, 1991

Maximum Benefit - \$1,000 per calendar year per covered individual

Covered Expenses 100% Co-insurance:

<u>Procedure</u>	<u>Fee Guide Code No.</u>
DIAGNOSTIC SERVICES	
Complete Oral Examination	01100
Complete Oral Examination (once every 6 months)	0110 - 01400 (excluding 01300)
Emergency Examinations	01300
Radiographs (x-ray)	02100 - 02600
Test and Laboratory Examinations	04100 - 04520
Case presentation (Treatment Planning and Consultation)	05100 - 05200
PREVENTATIVE SERVICES	
Dental Prophylaxis	11100 - 11300
Prophylaxis - no scaling - permanent dentition	11301
Topical application of sodium fluoride, four treatments (subsequent to prophylaxis)	12100
Topical application of stannous fluoride, one treatment (subsequent to prophylaxis)	12200
Fluoride Treatment	12400 - 12500
Oral Hygiene Instructions (1 per patient)	13200 - 13210
Other Preventive Services	13300 - 13510
Space maintainers and appliance maintenance (Space Maintainers) one additional clasp	15100 - 15500 15501
Two Additional Clasps	15502
Additional activating wire, soldering lingual arch	15510
Additional activating wire, acrylic space maintainer	15511
Space Maintainers - acid etched pontic	15600

MAJOR TREATMENT

Rendered or prescribed by a Physician, Surgeon, Dentist or Oral Surgeon, or rendered by a Dental Mechanic.

Procedure

Fee Guide Code No.

RESTORATIVE SERVICES

Amalgam Restorations	21101 - 21225
Retentive Pins	21301 - 21305
Retentive Pins Inlays and Crowns	25601 - 25605
Silicate Restorations	22101 - 22107
Acrylic or Composite Restorations	23101 - 23223
Metal Inlay Restorations	25100 - 25500
Porcelain Restorations	26100 - 27500
Crowns	27700 - 27810
Other Restorative Services	29100 - 29900

ENDODONTIC SERVICES

Pulp Capping	31100 - 31110
Pulpotomy	32201 - 32211
(Pulpotomy) primary - concurrent with restoration	32212
Root Canal Therapy	33100 - 33420
Primary tooth - one root/more than one root	33430 - 33431
Apexification	33501 - 33514
Periapical Services	34101 - 34212
(Periapical Service) - Retrofilling three roots	34213
Root Amputation	34401 - 34402
Other Endodontic Procedures	39100 - 39120
Hemisection	39210 - 39300
Bleaching	39400
Intentional Removal, apical Filling and Reimplantation	39501 - 39600
Endosseous Implants	39710 - 39720
Emergency Procedures	39901 - 39985

PERIODONTAL SERVICES ,

Non-surgical Services	41100 - 41300
Surgical Services	42001 - 42500
Adjunctive Periodontal Services	43200 - 43600
Periodontic maintenance adjustments and repair to periodontal appliances per unit of time	43601
(Periodontal) Reline special periodontal appliances (including occlusal guards)-(direct)	43610
Reline special periodontal appliances (including occlusal guards) - (processed)	43620

PROSTHODONTIC SERVICES

(Partial Dentures) - Maxillary, without clasps acrylic base	52100
Mandibular, without clasps, acrylic base	52110
Denture Adjustments	54250 - 54302
Denture Repairs	55101 - 55700
Denture Duplication, Rebasing, Relining	56100 - 56273

SURGICAL SERVICES

Removal of Erupted Tooth	71101 - 71111
Surgical Removals	72100 - 72240
Removal of Residual Roots	72310 - 72450
Alveoplasty (bone remodelling of ridge with soft tissue revision)	73000 - 73026
Alveoloplasty	73100 - 73110
Alveoloplasty not in conjunction with extractions arch	73111
Excision of pericoronal gingiva for retained teeth	73112
Gingivaplasty and/or Stomatoplasty - simple - independent procedure	73118
Gingivoplasty and/or Stomatoplasty	73119 - 73120
Osteoplasty	73133 - 73141
Surgical Excision	74108 - 74409
Surgical Incision	75100 - 75110
(Surgical) Removal of foreign body, skin or subcutaneous areolar tissue	75300
(Surgical) Removal of reaction - producing foreign bodies, musculoskeletal system	75400
Frenectomy	77800 - 78110
Miscellaneous	79104 - 79604

ANESTHESIA

General anesthesia - first unit of time	92201
General anesthesia - each additional unit of time	92202
Provision for facilities and drugs for general anesthesia (only in conjunction with a separate anesthetist) per unit of time	92215
Neuroleptanalgesia - first unit of time	92251
Each additional unit of time	92252

PROSTHODONTICS - REMOVABLE

Complete Dentures	51100 - 51620
Removable Partial Dentures	52120 - 52535

PROSTHODONTICS - FIXED

Pontics	62100 - 65400
Metal Onlay - Acid etch bonded per abutment tooth - pontic extra	65500
Retainers - Crowns	67100 - 67410
(Prosthetic Services) splinting	69600
Splinting for extensive or complicated restorative dentistry	69610
Splinting	69620
Retentive Pins in Abutments	69701 - 69705

ORTHODONTIC COVERAGE

Effective date of ratification - the following Orthodontic coverage will be added to the Company Dental Plan provisions effective for treatments commencing from date of ratification.

Orthodontic coverage for reasonable and customary charges for treatment rendered by an orthodontist for the correction of malocclusions (abnormality in the coming together of teeth) of an employee's eligible dependent child including necessary orthodontic appliances. The employee's child must **be** at least 6 but not more than 18 Years of age when treatment commences.

The following are Dental Association service codes covered for orthodontic treatment:

01900 - 01910	Orthodontic Oral Examination
02701 - 02705	Cephalometric Films
02750 - 02754	Tracing and Interpretation of Cephalometric Films
02930	Hand and Wrist X-rays
04530	Diagnostic Casts Orthodontic
04560	Pantographic Records
04600 - 04604	Diagnostic Photographs
80600 - 80622	Observation and Adjustment
80630	Repairs
80640	Alterations
80650	Recementation
80700	Separation - Except where included in the Fabrication of an Appliance
81000 - 81140	Achieve Appliances for Tooth Guidance or Uncomplicated Tooth Movement - Removable
81200 - 81291	Achieve Appliances for Tooth Guidance, or Uncomplicated Tooth Movement - Fixed
83000 - 83200	Retention Appliances - Orthodontic Retaining Appliances
84000 - 84400	Comprehensive Orthodontic Treatment - Permanent Dentition - Fixed Appliance
85000 - 85300	Comprehensive Orthodontic Treatment - Mixed Dentition - Fixed Appliance
87000 - 87300	Comprehensive Orthodontic Treatment - Permanent Dentition - Removable Appliance
88000 - 88300	Comprehensive Orthodontic Treatment - Mixed Dentition - Removable Appliance
89500 - 89580	Neonatal Dentofacial Orthopedics

Payment for the foregoing service codes will be subject to a separate lifetime maximum of \$1,000 for each eligible dependent child, 50% Co-insurance basis and the requirement of submitting a treatment estimate prior to treatment starting.

The following special payment conditions will apply to orthodontic treatment:

The Covered Dental Expenses for Orthodontic Treatment are considered to be incurred on a monthly basis, commencing with the date on which treatment is first rendered, and subsequently thereafter on the monthly anniversary of that date, during the continuance of the treatment period until the maximum benefit is reached. Benefits for the treatments will be paid quarterly.

The conjunction with the adding of Orthodontic treatment coverage, habit breaking appliances will be added to the current routine basic dental expense coverage (100%) by adding the following procedure codes:

82100 - 82102	Appliances to Control Harmful Habits - Removable
82200 - 82202	Appliances to Control Harmful Habits - Fixed

Payments for these treatments will be part of the \$1,000 annual maximum. These appliances are often successful in preventing more future costly long term orthodontic treatment.

APPENDIX "C"

LONG-TERM DISABILITY PLAN

1. Total disability as a result of sickness or accident that continues beyond the period of weekly sickness and accident coverage under the Insurance Plan will be covered under the following Long-Term Disability provisions to be incorporated into the current Insurance Agreement between the parties:

- (i) Cost Basis - Company paid
- (ii) Effective Date: June 24, 1980
- (iii) The plan will provide a benefit of 50% of pre-disability normal straight time earnings. Benefits start after 52 weeks continuous disability, offset by CPP/QPP primary benefits (only), W.C.8, or any government no-fault auto insurance benefit.

2. When L.T.D. Payments Start:

First payment will be made to eligible employees following exhaustion of Weekly Sickness and Accidental Insurance (Short-term Disability) under the Plan, when such exhaustion occurs on or after June 24, 1980. In all cases, including those of a work-related sickness or accident, L.T.D. payments would start following the 52nd week of disability when the 52nd week of disability occurs on or after June 24, 1980.

3. Eligibility

All active full-time employees with twelve (12) months of accumulated service credits at the commencement of the disability.

4. Duration of L.T.D. Payments

Payments would commence in the 53rd week of disability and would continue as long as medical evidence, supported by specialist care where appropriate, indicates the employee is disabled from carrying out the job held at the time of disability or from performing any occupation for which the employee is, or may become, fitted by education, training and experience (except on a job that is part of an approved rehabilitation program). Payments will be discontinued upon recovery from the disability, death prior to retirement, reaching normal retirement or failure to utilize therapeutic assistance as set out in paragraph 5 (i).

5. Payment Exclusions and Offsets

- (i) Where approved programs for therapeutic assistance are not utilized (e.g., alcoholism, physiotherapy, psychiatry), payments will be discontinued.
- (ii) Where government disability payments are available, such as UIC payments, COO/QPP, primary disability pension and Workers' Compensation Board payments, such payments will offset the amount of monthly payment made by the L.T.O. Plan.

Example:	L.T.O.	-	\$50.00/month
	CPP/QPP	-	<u>175.00/month</u>
	Net L.T.O.		375.00/month

6. Rehabilitation

While in receipt of L.T.O. payments, rehabilitative therapy, training and employment activity will be available to enable re-employment with the Company or another employer. This Plan allows you to receive increased income in connection with work performed in an approved rehabilitative program.

Where employment is obtained under an approved rehabilitation program, benefits under the Plan of 50% of the difference between pre-disability earnings and rehabilitative employment earnings may still be received.

7. Co-ordination of Benefits

Disability payments received under the L.T.O. Plan in combination with disability payments received from other plans, as listed in this appendix, item 5 above, may not exceed 75% of pre-disability earnings.

8. Successive Periods of Disability

Once benefit payments have commenced, if you return to work after receiving Long Term Disability benefit payments, and again become disabled due to the "same" disability within 30 days the Long Term Disability benefit payments will recommence. If you become disabled due to a "different" cause you will receive benefits from the Short Term Disability Plan until the waiting period for Long Term Disability has been satisfied.

9. Exclusions

The plan does not cover disability contributed to or caused by:

- (i) any disability resulting directly or indirectly from intentionally self-inflicted injury;
- (ii) any disability arising out of war (declared or undeclared) or insurrection.
- (iii) injury which is the result of employment for remuneration other than with the Company.

10. Accrual of Existing Pension during L.T.O.

Pension accrual under the Company Pension Plan while an eligible employee is disabled and in receipt of L.T.O. payments will continue at Company cost based on:

The amount equal to the basic pension accrual at time of disability. Such accrual for an employee who has vested pension will continue until recovery from the disability, death prior to retirement, normal retirement or exclusion under paragraph 5 (i). For an employee who does not have vested pension, such accrual would continue up to a maximum of the same number of years equalling his credited service at commencement of disability.

The feature of the L.T.O. Plan will replace the current Disability Provisions of the Company Pension Plan.

Effective at Ratification of this Agreement:

If you recover from being totally disabled as defined in the Long Term Disability Plan, and return to work, you will receive as pension plan credited service, the period of time on Long Term Disability that pension benefits accrued, provided at the time of recovery, pension benefits were being accrued and that you have returned to work for six (6) months without a recurrence of the original disability.

APPENDIX "O"

MAJOR MEDICAL: Extended Health Care

CO-Insurance = 100%

• Deductible •

\$10.00 per person per calendar year

\$20.00 per family per calendar year

Not Subject To Deductible

Basic Medical: Full cost difference up to:
Semi-Private room and board accommodation, or
Private room and board accommodation, when medically
necessary.

Covered Expenses: Subject to Deductible

o Nursing Care and Physiotherapy:

Out-of-hospital charges for services of a private duty registered nurse and qualified physiotherapists (if medically required) providing they are not normally a resident in the patient's home nor are a relative of the patient.

o Medical Services and Supplies:

- Rental or purchase of Braces, Crutches, Wheelchair, Hospital Bed, Elastic Stockings, Iron Lung, Ankle Support, Orthopedic Shoes, Colostomy Appliances and Accessories, or other durable equipment for therapeutic use approved by the Insurance Company;
- Purchase of Artificial Limbs, Eyes and other approved prosthetic devices;
- Charges for Oxygen and Blood, including administration thereof;
- Charges for diagnostic laboratory services and radiological treatments, including x-rays and radium therapy;
- Effective date of ratification • 8100f Glucose Monitoring Machines and Testing Devices.

o Out-Patient Hospital Services:

Charges for hospital services and supplies while not confined in a hospital.

o Ambulance:

Necessary ambulance services, if not already covered under your Provincial Plan, including air ambulance.

o Accidental Dental :

Treatment required as the result of accidental injury to natural teeth. Expenses must be incurred within one year of the accident.

o Psychology:

Charges for the services of a registered psychologist subject to a maximum of \$500.00 for each insured person in any calendar year.

o Chiropractors, Osteopaths, Naturopaths, Podiatrist, Physiotherapists and Masseurs:

o Out of Province and Country Treatments:

Physician services required while outside your Province of residence in excess of the charges reimbursed by the Provincial Hospital Medical Plan, where permitted by Provincial legislation.

o Hearing Aids:

Charges for Hearing Aids and repairs up to a maximum of \$350.00 once every two years.

o Semi-Private Room and Board Accommodation if confined to a Sanatorium or Convalescent Nursing Home:

Effective June 8, 1984.

NOTE: Extended Health will be continued for your eligible dependents for a period of one year following the death of an employee.

PENSION AND RETIREES' BENEFITS

The Company agrees that, effective June 8, 1989, the following Pension Plan will be in effect.

(1) Normal Retirement Age 65

With yearly extension up to age 68, if a medical certificate of physical fitness is submitted by the employee to the Company prior to extension date on a yearly basis. This medical certificate is to be submitted if the Company so requests.

(2) Normal Benefits

Effective June 8, 1989 - \$17.50 per month per year of credited service.

Effective June 8, 1990 - \$18.00 per month per year of credited service.

Effective June 8, 1991 - \$19.00 per month per year of credited service.

(3) Bridge Benefits - (Effective June 8, 1987)

Payable from age 60 to 65 at \$13.00 per month per year of continuous service to maximum 30 years continuous service or \$390 per month.

(4) Early Retirement between Age 60 and 65

Actuarial reduction .25% per month when retirement occurs between age 60 and 62, after age 62 no reduction.

Effective June 8, 1989 - employees who have 2 or more years of pension plan membership may elect early retirement from age 55.

When retirement occurs prior to age 62, the pension will be reduced according to the following table:

<u>Age at Date of Retirement</u>	<u>Percentage of Pension Payable</u>
62	100%
61	97%
60	94%
59	88%
58	82%
57	74%
56	66%
55	58%

The reduction for early retirement pension will be pro-rated for partial years.

Example:

Employee age 57 years and 7 months earned pension of \$600. per month. Benefit at age 57.7 would be $\$600. \times 78.67\% = \472.02 per month.

Employee age 55 years and 6 months earned pension of \$600. per month. Benefit at age 55.6 would be $\$600. \times 61\% = \366.00 per month.

Effective June 8, 1989 - employees with 10 or more years of pensionable service who retire from active service prior to age 60 but not before age 55, will be provided with the current Bridge Benefit of \$13.00 per month per year of pensionable service (\$150. to \$390. maximum) up to a maximum of 60 monthly payments from date of retirement.

Employees who are age 55 or older and retire on Company Pension from active service will be eligible for the "Retired Employee Benefit Program".

(5) Surviving Spouse Option

Provides a spouse option whereby the retiree has a 92 1/2% pension and, in the event of death after retirement, the spouse receives 50% of that pension rate as per the Memorandum of Agreement ratified for this collective agreement.

Automatic Survivorship

If an employee dies before retirement and leaves a surviving spouse, and if he/she has reached the age of at least sixty (60) years, or if he/she has reached the age of at least fifty (50) years and had completed at least fifteen (15) years of continuous service, the employee's spouse will receive a life time pension equal to fifty percent (50%) of the pension that the employee would have received had he/she retired on the date of his death and elected the joint/survivorship option. The reduction factors for the automatic survivorship are the same as those as provided for in the Surviving Spouse Option in the Memorandum of Agreement ratified for this collective agreement.

(6) Pension Reinstatement

If you have retired and elected the 50% Surviving Spouse Option of the pension plan, and your spouse dies after your retirement, the reduction of your pension on account of the 50% surviving option, will be reinstated to you according to the following table:

<u>Year Spouse Dies After Your Retirement</u>	<u>Reinstatement Factor</u>
1st Year	100%
2nd Year	80%
3rd Year	60%
4th Year	40%
5th Year	20%
6th Year	0%

Reinstatement factors will be pro-rated for part years.

(7) Vesting After 10 Years of Continuous Service

- (8) The pension text to be worked out in detail between the Company and the Union Actuaries.

(9) Retirees' Life Insurance

\$5,000 Life Insurance payment payable on death to the retiree's beneficiary or estate after retirement.

(10) Retirees' Extended Health and Drug Plan

- o Provide maximum combined life time benefit of \$30,000 payable to you and your dependents.
- o Same benefit coverage as when actively at work on Extended Health and Drug plans.

APPENDIX "F"

BENEFIT PROVISIONS FOR LAID OFF EMPLOYEES

When an employee is laid off due to lack of work, insurance coverage with the exception of disability benefits, short term disability, long term disability and accidental insurance, will continue in effect until the end of the month following the month of lay off, if the employee has less than one (1) year of service credits.

Employees that have more than one (1) year of service credits will continue to have the foregoing benefit coverage for three (3) months following the month of layoff.

APPENDIX "G"

DRUG CARE PLAN

Your Company Drug Plan provides benefits for prescription drug expenses incurred by you and your eligible family members. The Plan will pay:

100% OF ALL ELIGIBLE EXPENSES

... including all drugs, serums, injections, insulin and diabetic supplies that are only available on prescription and prescribed by a qualified medical doctor for illness or disease. You must pay a deductible:

THE FIRST .35¢

... for each prescription drug purchased. The Plan will then pay the balance of the cost on your behalf.

The Prescription "Drug" (Plan 804) covers medicines prescribed by a physician and required to be dispensed by a Pharmacist (not off the shelf items) and that have a designated Government Drug Identification Number (D.I.N.) Notwithstanding that the Government may delete certain D.I.N.'s, which would remove a drug from coverage, the Company will continue to cover under the Drug Plan only for the duration of the 1989/1992 Agreement, payment for drugs that were on the D.I.N. at the date of ratification. Payments for such deleted D.I.N.'s will not be through the Drug Card. Employees will pay for the drug and then submit a claim for payment.