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No. OF EMPLOYEES	170		
NOMBRE D'EMPLOYÉS	170		

AGREEMENT

between

STREAMLINE COPPER & BRASS LTD.

Strathroy, Ontario

and

UNITED STEELWORKERS OF AMERICA

Local 3313

1998 - 2001

Agreement
between
STREAMLINE COPPER & BRASS LTD.
Strathroy, Ontario
and
UNITED STEELWORKERS OF AMERICA
Local# 3313

1998-2001

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ARTICLE I - PURPOSE

(1) It is the desire of the above mentioned parties to co-operate and work harmoniously in promoting their mutual interests in the operation of the Company's plant at Strathroy, Ontario. It is their desire to provide orderly procedure for collective bargaining and for the prompt and equitable disposition of grievances and for the maintenance of mutually satisfactory hours of work and working conditions in the said plant.

ARTICLE II - SCOPE

(2) This Agreement shall apply to all Employees of the Company defined in the Order of Certification issued by the Ontario Labour Relations Board on the 12th day of May, 1958, namely, all Employees of the Company at Strathroy, save and except Supervisors, persons above the rank of Supervisors and office staff.

ARTICLE III - RELATIONSHIP

- (3) All Employees of the Company covered by this Agreement who are members of the Union as of the effective date of this Agreement shall remain members of the Union in good standing as a condition of employment.
- (4) All present probationary Employees and all new Employees hired on or after the effective date of this Agreement shall become and remain members of the Union in good standing as a condition of their employment with the Company, and all such Employees shall pay Union Dues, beginning with their first date of hire.
- (5) Any present Employee, being a non-probationary Employee, who joins the Union on or after the effective date of this Agreement, shall remain a member of the Union in good standing as a condition of his continued employment with the Company.
- (6) The Company, for each member of the Union and for those Employees of the Company referred to in Paragraph (2) hereof, shall deduct from the weekly pay of such Employees, Union dues or equivalent, in an amount currently in effect according to the Union Constitution and remit each month to the International Secretary Treasurer of the United Steelworkers of America, AFL-CIO, CLC, P. O. Box 13083, Postal Station "A", Toronto, Ontario M5W 1V7. Assessments, other than Union dues, as indicated to the Company by the Union shall be remitted to the International Treasurer of the Union in the same manner as dues collected. The Company shall be free from any liability by reason of the deductions authorized in this Paragraph to those Employees whose pay accounts are subject to deduction. Dues and assessments shall be deducted by the Company upon receipt of a properly executed payroll deduction authorization from the Employee. The Company shall be responsible to the Union only for actual deductions made in accordance with the written assignment submitted to it in accordance with this Paragraph.
- (7) A. The Company will continue to deduct dues and assessments at the rate in force as of the effective date of the Agreement, until officially notified of a change

by the International Secretary Treasurer of the Union.

(8) B. The sole authorized representative of the Union, for the purpose of certifying the amount of any change in weekly dues or assessments to be deducted by the Company, shall be the International Secretary Treasurer of the Union.

(9) The Company agrees that it will not discriminate against, coerce, prejudice or restrain any Employee on account of membership or non-membership in the Union.

(10) The Union agrees that it will not discriminate against, coerce or restrain any Employee by reason of his membership or non-membership in the Union. The Union agrees there will be no unauthorized Union activity during working hours or cause any disturbance on Company property. It may be a cause for disciplinary action, up to and including discharge, depending on the offense, for any violation of this provision subject to the grievance and Arbitration provision of this agreement.

(11) The Union recognizes the responsibilities imposed upon it as the exclusive bargaining agent of the Employees of the Company as defined in the Certification Order and realizes that in order to provide maximum opportunities for continuing employment, good working conditions and good wages, the Company must be in a strong market position, which means it must produce at the lowest possible costs consistent with fair labor standards. The Union through its Committee as herein provided by reason of its bargaining position, assumes a joint interest in the attainment of these goals. The Union agrees that it will co-operate with the Company and support its efforts to assure a full day's work on the part of its members, that it will discourage absenteeism or any other practice which will restrict production. It further agrees that it will support the Company in its efforts to eliminate waste in production, conserve materials and supplies improve the quality of workmanship, prevent accidents and strengthen goodwill between the employer, the Employees, and the Company's customers.

ARTICLE IV - MANAGEMENT RIGHTS AND FUNCTIONS

(12) The Union acknowledges that it is the exclusive function of the Company to hire, promote, demote, transfer, classify, reclassify, and suspend Employees and to discipline, layoff or discharge any Employee due to lack of work or for any other legitimate reason, provided that a claim by an Employee that he has been discharged or disciplined without just cause may be the subject of a grievance and dealt with as hereinafter provided.

(13) The Union further recognizes the right of the Company to operate and manage its business in all respects in accordance with its commitments and responsibilities and in pursuance of its policies and to direct the work force, to maintain efficiency and discipline and to enforce and formulate plant rules and regulations. The number and locations of departments and plants, the products to be manufactured, the schedules of production and sales, the hours of work, the assignment of work, the methods, processes and means of manufacturing and distribution, the kinds and locations of machinery and equipment to be used, are solely and exclusively the responsibility and function of the Company, provided that none of these functions of Management shall be exercised so as to abrogate any specific provisions of this contract or to discriminate against the Union or any Employee.

ARTICLE V - UNION COMMITTEE

(14) Negotiating Committee and Shop Stewards will be designated in writing by the Union to the Management. For the purpose of meeting with Management representatives, the Committee will consist of not more than three (3) members as designated by the Union and the International Union Representative. Members of the Committee will not lose pay for time spent during regularly scheduled working hours attending scheduled meetings with Management representatives. The Union may designate ~~two~~ (2) stewards each for the Afternoon and Midnight shifts. The Union activities of the shift stewards is restricted to handling grievances at Step One of the Grievance Procedure for grievances occurring on their assigned shift.

ARTICLE VI - DISCHARGE AND DISCIPLINARY PROCEDURE

(15) Management shall not take disciplinary action without first warning the Employee, unless the circumstances justify immediate discipline or discharge. In the event of a claim that an Employee has been discharged or disciplined unjustly or unreasonably, the grievance shall be filed as per the Grievance Procedure contained in the Agreement within five (5) working days of the happening of the event.

(16) Warnings shall be given in writing or in the presence of a Union Committee or Steward. The Company and the Union agree that disciplinary penalties shall not be imposed unreasonably or unjustly. Written warnings will not be used for further disciplinary action after fifteen (15) months from the date of the last warning. A Steward will be present if disciplinary action is being taken against an Employee which will become a part of the personnel file of the Employee. An Employee shall be entitled to review his personnel file upon request to the Human Resources Manager.

(17) If it is determined or agreed at any Step in the Grievance Procedure contained in this Agreement, or decided by a Board of Arbitration that any Employee has been disciplined or discharged unjustly, the Management of the Company shall put him back on his job with no **loss** of seniority, and shall pay the Employee the amount he would have earned less any compensation received from any other source, or by any other arrangement as to compensation which is just and equitable in the opinion of the parties or in the opinion of the Board of Arbitration, if the matter is referred to such a Board.

RTIC VII - GRIEVANCE PROCEDURE

(18) All grievances shall be presented to the Company and disposed of in accordance with the following procedure. Every attempt shall be made to resolve any dispute between an Employee and his immediate Supervisor prior to going to Step 1 of the Procedure. A Steward may be present if the aggrieved Employee so requests.

(19) Step 1. Each grievance shall first be taken up in writing to the immediate Supervisor by the aggrieved Employee or one designated Employee of an aggrieved group. The Steward shall be present if so requested by the aggrieved, provided one is available. A decision shall be given within forty-eight (48) hours of the grievance notification.

(20) Step 2. Appeal from the determination at Step 1 may be made by filing the grievance in writing and taking same up with the Operations Manager. A decision shall be given within seventy-two (72) hours of the taking up of the grievance with the Operations Manager.

(21) Step 3. Appeal from the determination at Step 2 may be made by the Committee filing a written request for hearing the grievance at a Step 3 meeting with the Manager of Human Resources. At this meeting the Company shall be represented by not more than three (3) representatives, one (1) or more of which may be the Company's Human Resource Representative or such other member of Company Management as they may designate who had no part in any former hearing of the grievance, and the Union shall be represented by not more than three (3) representatives, one (1) whom shall be an International Representative. At each Step of the Grievance Procedure, the Company Representatives shall promptly determine the grievance and give notice of its determination to the Union Representative at that Step. Every grievance shall be deemed settled and incontestable unless, within three (3) working days after receipt of such notice of determination at either Step 1 or Step 2, appeal is taken as above provided to the next succeeding Step of the Grievance Procedure. Any grievance

determined at Step 3 shall be considered settled and incontestable unless it is submitted for Arbitration under the provisions of Article VII, hereof, within a period of seven (7) working days after receipt of the determination at Step 3. Time limits may be extended by mutual agreement in writing.

(22) No Employee shall be entitled to file a grievance against the Company under provisions of this Agreement, or otherwise unless such grievance is taken up or filed in accordance with Step 1 of this Agreement within fifteen (15) days from the time the cause for grievance first arose or originated. No Employee shall have any valid claim against the Company arising out of a grievance, whether for back wages or in any other respect whatsoever, unless the grievance is taken up or filed within the time herein stipulated.

(23) All claims for back wages shall be limited to the amount of the wages the Employee would otherwise have earned less any unemployment compensation and any other compensation he may have received for work performed during the periods as above defined but excluding that which he would usually have received.

(24) In addition to meetings provided for in the Grievance Procedure, either party may request special meetings between Company Representatives and the Union Committee, to be held at mutually agreed time.

ARTICLE VIII - ARBITRATION

(25) Where a difference arises between the parties relating to the interpretation, application, or administration of this Agreement, including any question as to whether a matter is Arbitratable or where an allegation is made that this Agreement has been violated, either of the parties may, after exhausting any grievance procedure by this Agreement, notify the other party in writing of its desire to submit the difference or allegation to Arbitration by means of a written demand filed by the Company or the Union to the other party requesting to submit the grievance to Arbitration. The parties shall within five (5) days request of Minister of Labour for Ontario for appointment of an Arbitrator. The Arbitrator shall hear and determine the difference or allegation and shall issue a decision and the decision shall be final and binding upon the parties and upon any Employees affected by it.

(26) Each of the parties hereto will jointly bear the expense of the Arbitrator. The proceedings of the Arbitrator will be expedited by the parties hereto.

(27) At any stage of the Grievance Procedure, including Arbitration, the conferring parties may have the assistance of the Employee or Employees concerned and any necessary witnesses, and all reasonable arrangements will be made to permit the conferring parties to have access to the plant and to view disputed operations and to confer with the necessary witnesses.

(28) It is the intention of the parties that the Arbitrator shall be guided by this Agreement in reaching a decision and shall not be empowered to add to, subtract from or modify this Agreement in any manner, but shall have jurisdiction and authority only to interpret, apply or determine compliance with the provision of this Agreement. The Arbitrator's decision shall not go beyond the matters in dispute and shall be final and binding on the parties hereto.

(29) It is understood and agreed that no Arbitration decision made hereunder shall constitute a binding precedent with respect to any renewal of an existing Agreement or any making of a new Agreement between the Company and the Union.

ARTICLE IX - SENIORITY

(30) Seniority will be recognized and will be based on the length of actual service with the Company and shall be subject to the conditions hereafter expressed.

(a) When more than one (1) Employee is hired on the same day, they will be placed on the seniority list in alphabetical order. (By surname and first name.)

PROBATION

(31) An Employee will be considered on probation and will not be placed on the seniority list until he has worked for a period of ninety (90) calendar days for the Company, when his seniority shall date back ninety (90) calendar days from the date seniority is acquired. It being further understood that in the event a probationary Employee is granted a leave of absence in excess of three (3) working days, the ninety (90) calendar day probation period shall be extended a period not to exceed the total work days absent. During this probationary period, there shall be no responsibility for the continued employment or re-employment of such Employees, subject to the applicable provisions of this Agreement.

(32) The Company shall have the right to enroll any Employee temporarily for training and experience for office, technical or sales work without such Employee losing any seniority or other rights hereunder. The Company will notify the Chairman of the Local of such Employee. If, however, such Employee is permanently transferred to office, technical or sales work after such period of training, he shall cease to be a member of the Bargaining Unit. He shall for the purposes of this Agreement, continue to be a member of the Bargaining Unit until he is permanently transferred to such office, technical or sales work. Such assignments shall not exceed one (1) year subject to extension by mutual agreement between the Company and the Union. Persons temporarily transferred to positions outside the Bargaining Unit shall pay Union dues in accordance with Article III (6).

(33) In cases of promotion, demotion, transfer, re-employment, and layoff, the skills, ability, and current qualifications of the Employee concerned shall be given consideration and, where such factors are reasonably equal, seniority shall be the governing factor. Employees will be given five (5) working days notice prior to the implementation of the notice of the layoff.

(34) In the advancement of Employees to higher paid classifications

within this Plant, if two or more Employees are of reasonably equal qualifications in accordance with Paragraphs (33) and (48), the Employee with the greatest seniority will be given the promotion.

(35) The Company will confer with the Union Committee as necessary, to determine the equitable application of seniority in such cases as may arise under this Paragraph.

LOSS OF SENIORITY

(36) An Employee subject to this Agreement shall lose his seniority and be officially terminated for the following reasons;

(37) A. If he quits.

(38) B. If he is justly discharged or retired.

(39) C. If for any reason he is absent from work for a period of three (3) consecutive scheduled work days scheduled for him, unless the Company is given notice before the end of the third (3rd) day of an adequate reason for such absence.

(40) D. If and when notified by the Company by registered mail or telegram at his last address on the records of the Company, to report for work, he fails to return to work within three (3) working days, except in case of illness or other emergency.

(41) E. Has been on inactive or lay-off status for a period of time equal to the lesser of his prior service (minimum of one (1) year) as of the last day worked or twenty-four (24) months.

The Company agrees that this provision shall not affect an Employee's seniority or employment should they be absent as a result of a serious long term illness, disability or compensable injury. During the period of serious long term illness or disability that exceeds the provisions of Article XIV, paragraph (102)(c), the Employee shall upon request, provide the particulars to the Company of the continuing long term illness or disability by means of medical reports that are satisfactory to the Company.

PREFERENTIAL SENIORITY

(42) The Union shall advise the Company of the Union Bargaining Committee that shall acquire preferential seniority during the term of their office after the election has taken place or at any other time as these may be replaced.

(43) The Company may retain an equal number of Employees who will have seniority rights equal to those of the Union Committee. The Company will furnish the Union in advance of this application, a list of the Employees referred to herein.

EMPLOYEE RETURNING TO THE BARGAINING UNIT

(44) A Bargaining Unit Employee who is transferred out the Bargaining Unit to a salary position or to supervision shall retain and accumulate seniority while working in such position for a period of up to one (1) year. Thereafter such Employee shall retain such accumulated seniority but shall not accumulate additional seniority while outside the Bargaining Unit. In the event the Employee is returned to the Bargaining Unit by the Company, such Employee shall return to an open job (vacancy) and if no open job is available shall displace the least senior Employee in the Bargaining Unit, seniority permitting. In the event said Employee does not have sufficient seniority to return to the Bargaining Unit said Employee may be placed on layoff status in accordance with his seniority.

LEAVE OF ABSENCE

(45) The Company may grant a leave of absence to any Employee for any legitimate personal reason.

SENIORITY LIST

(46) The Company shall maintain a seniority list for the Plant. A copy of such list shall be posted for Employee inspection. An updated copy also shall be provided to the Union on a monthly basis. It is agreed that the Company will supply the Union Committee with a seniority list showing the following:

Name
Date of Hire
Labour Grade
Classification
Address
Clock Number

The copy supplied to the Union for Union use will also show the rate of pay.

JOB POSTING

(47) All permanent and/or temporary job classification vacancies (vacancies that shall exceed thirty (30) calendar days) shall be posted on a bulletin board for a period five (5) consecutive working days. Employees may apply for posted vacancies by written application within the said five (5) days. Only the original vacancy, and the vacancy resulting from the filling of the original vacancy, shall be posted. Subsequent vacancies need not be posted and may be filled by qualifications and seniority. A successful applicant for a posted vacancy shall not be eligible to apply for another posted vacancy for a period of six (6) months. A successful applicant for a Tool Room or Maintenance position shall not be eligible to apply for another posted vacancy for a period of one (1) year.

(48) Qualifications and applications shall be considered by the Company on the basis of seniority. If no applicant is considered acceptable on the above basis, the Company may fill the vacancy from outside sources. Production requirements permitting, the job will be filled within twenty (20) days of the job being posted.

ARTICLE X - VACATIONS

(49) Pay and time off for vacations will be granted to Employees to whom this agreement is applicable, as follows:

(50) **A.** Employees who have worked for the Company continuously for less than one (1) year shall be eligible for vacation based on one (1) day per full month of service up to a maximum of ten (10) days.

(51) **B.** Employees who have completed between one (1) year and four **(4)** years of continuous service for the Company shall receive two (2) weeks vacation.

(52) **C.** Employees who have reached their fifth (5th) anniversary shall receive three (3) weeks vacation, with their accrual to commence on their fourth (4th) anniversary.

(53) **D.** Employees who have reached their fourteenth (14th) anniversary shall receive four (4) weeks vacation, with their accrual to commence on their thirteenth (13th) anniversary.

(54) **E.** Employees who have reached their twenty-fourth (24th) anniversary shall receive five (5) weeks vacation, with their accrual to commence on their twenty-third (23rd) anniversary.

(55) **F.** Vacation pay accrual for each eligible Employee shall be based on the amount of earnings in the previous vacation period of June 1 to May 31. Employees entitled to:

1. One (1) day per full month of vacation eligibility will accrue at a rate of 4%
2. Two (2) weeks of vacation eligibility will accrue at a rate of 4%
3. Three **(3)** weeks of vacation eligibility will accrue at a rate of 6%
4. Four **(4)** weeks of vacation eligibility will accrue at a rate of 8%
5. Five (5) weeks of vacation eligibility will accrue at a rate of 10%

(56) **A.** When an Employee is in a transition year (when he will become eligible for additional vacation time) he shall receive the lower percentage vacation pay up to his anniversary date, at which time the higher percentage pay will begin to accrue on their pay stub for the following vacation period up to May 31 when the new vacation accrual period will commence at the higher percentage pay.

(57) B. The implementation of this vacation plan and the initiation of this accrual will commence with ratification of this contract.

(58) Vacations are to be scheduled with the Supervisors according to production requirements between June 1 and May 31. Conflicting vacation requests will be resolved by granting the request to the most senior Employee by the end of March.

(59) The Company will generally shut down during the Christmas/New Years' season and Employees should plan to use vacation for those days not designated as Statutory Holidays. The dates of the Christmas shut-down will be announced by March 1 of each year.

(60) Should an Employee elect not to use his entire vacation time eligibility, he will be paid the remaining balance of his vacation pay on or around May 31. If an Employee has used his entire vacation time eligibility, he will be paid the remaining balance upon written request or on or around May 31. The Company and the Union jointly encourage all Employees to use all vacation time for which they are entitled.

ARTICLE XI - LEAVE TO ATTEND UNION CONVENTIONS

(61) An Employee who has been elected or appointed by the Union to attend Union endorsed Educational Programs, Union conventions or conference shall be granted a leave of absence without pay for this purpose. The Union will inform the Company, in writing, of the names of the delegates, also names of alternate delegates in the event it is impossible at the time to grant such request for any particular delegates.

(62) Employees elected to be on a leave of absence for Union business or to attend convention or conferences will have their regular pay and Pension contributions (C.W.I.P.P.) continued and the Company will then bill the Local for the money paid to the Employee while on such Union business.

(63) The Company shall grant leave of absence without pay for one (1) Employee to work in an official capacity for the Local or the International Union subject to the following conditions:

- (64) (a) The Employee requests such leave of absence in writing, approved by the union, and
- (65) (b) Such leave of absence shall not exceed a period of twelve (12) consecutive months, and
- (66) (c) The Employee's seniority and continuous service with the Company shall not be affected by such leave of absence
- (67) (d) The Employee's benefits, as described in Article XIV of the Collective Agreement, shall be continued during this leave of absence. The Company shall bill the Union the cost of the benefits on a monthly basis and the Union shall reimburse the Company for the cost of the said benefits.

ARTICLE XII - STATUTORY HOLIDAYS

(68) The following holidays if not worked shall be paid for at the regular straight time hourly rate as listed in Schedule "B" plus cost-of-living, exclusive of overtime premium, for a number of consecutive hours equivalent to the current standard working days:

New Year's Day
 Good Friday
 Victoria Day
 Canada Day
 Civic Holiday
 Labour Day
 Thanksgiving Day
 December 24
 Christmas Day
 Boxing Day
 Two (2) Floating Holidays

provided the Employee shall work the full day before and the full scheduled work day after such holiday and provided that an Employee who is absent on the scheduled work day or any part thereof preceding or immediately following the holiday, such absence being due to illness certified by doctor or with permission of his Supervisor, will not be considered to be absent. The phrase "work day or any part thereof" shall cover any time exceeding the first fifteen minutes of the shift. Up to these fifteen minutes shall be considered "Lates" and will be covered under the lateness policy.

(69) The "Floating Holiday" is established for each permanent Employee, who has completed at least one (1) full year of continuous employment, during the calendar year. The Employees must notify the Company two (2) working days in advance to qualify for the "Floating Holiday" pay. Eligible Employees are subject to the same rights and restrictions as outlined in preceding paragraph.

(70) The two (2) Floating Holidays cannot be scheduled consecutively unless agreed to by the Company.

ARTICLE XIII - HOURS OF WORK AND WAGES

(71) The basic work week shall be five **(5)** consecutive working days from Monday to Friday inclusive. The total hours of work constituting a work week shall be forty (40).

(72) The First Shift will normally be that shift which is scheduled to start between the hours of 6:00 A.M. and 9:00 **A.M.**, the Second Shift will normally be that shift which starts between the hours of 2:00 P.M. and 5:00 P.M., and the Third Shift will normally be that shift which is scheduled to start between the hours of 9:00 P.M. and 12:00 Midnight.

(73) For the duration of this agreement, the current Day / Afternoon production rotation shift, and the straight midnight production shift shall remain in effect **so** long as there is not a decline in the production operations. Should there be a decline **in** the production requirements that will affect the staffing requirements of the shifts, the Company shall advise the Union with at least **(10)** ten days written notice of its intent to change the shift(s) rotation. The Company agrees to consult with the Union as to the changes, and any adverse effect that the decline in the production requirements may have on the current designated shifts.

(74) The daily schedule of working hours shall be as designated by the Company. The Company does not guarantee to provide work to any Employee for regularly assigned hours or for any hours.

OVERTIME

(75) For the purpose of computing Overtime Premium Pay, the regular work day is eight (8) hours and the regular work week is forty (40) hours. The Employee's work day shall consist of twenty-four (24) hours beginning at the regular starting time of his shift.

(76) When the Company requires an Employee to work additional hours per day or per week, such additional hours shall be compensated for at the rate set forth below:

(77) (a) Time and one-half (1-1/2) will be paid for all the time worked in excess of eight (8) hours in any one work day;

(78) (b) Time and one-half (1-1/2) will be paid for all the time worked in excess of forty (40) hours in one work week;

(79) (c) Time and one-half (1-1/2) will be paid for work performed on Saturday.

(80) (d) Double time (2) will be paid for all time worked on Sunday, except that an Employee whose regular shift starts Sunday evening and extends into Monday, shall not be eligible for double time premium pay for the time worked on such shift;

(81) (e) There shall be no duplication of overtime payments for the same hours of work;

(82) (9) If any of the Statutory Holidays, as set forth in Article 12, are worked the Employee shall be paid two and one-half (2-1/2) times his regular rate.

DISTRIBUTION OF OVERTIME

(83) Overtime shall be distributed as equitable as possible and must be authorized by an appropriate supervisor. Except in cases of unanticipated production requirements, Employees shall be afforded at least twenty-four **(24)** hours' notice in advance of overtime. In the event that overtime is scheduled, each shift will have an opportunity to work the overtime. All indirect Employees (excluding skilled trades) not on shift rotation will be eligible for overtime on the day shift only and they will be placed on both first & second shift overtime distribution listings, in order of seniority. In the event of only one shift of production working weekends, the seniority list will be used.

(84) In the event a majority of Employees on any shift decline to work the overtime, an additional shift will also be given the opportunity to work the overtime. If additional Employees are needed, the Employees who have demonstrated ability to perform the work will be asked in order of seniority.

(85) An Employee requested to work necessary overtime, and agreeing to work, must work unless the Company obtains a qualified substitute within the time available, or the Employee's inability to report for work is for reason acceptable to the Company.

PAY WHEN NO WORK IS AVAILABLE

(86) Whenever an Employee has been scheduled or notified to report for work on a regular shift and on reporting for work at the regular time is sent home because there is no work available for him, such Employee shall receive four **(4)** hours' wages at his then current regular hourly base rated pay. The Company, at **its** sole discretion, may provide four **(4)** hours work that the Employee is capable of performing. If this work is normally performed in **a** lower grade **job**, the Employee will receive **his** regular rate of pay. This provision shall not apply should there be no work for such Employee because of conditions or circumstances existing due to no fault or negligence on the part of the Company. If no work is available under this section, and the Employee requests to leave he will be allowed to leave and will receive pay only for the time actually worked.

CALL OUT PAY

(87) A minimum of two (2) hours' pay at time and one half (1-1/2) will be provided an Employee who has completed his shift, left the Plant, and is called back to work prior to his next shift (not in conjunction with his next shift). The Employee will do only the job called back to perform unless another emergency arises.

SHIFT PREMIUM

(88) The following shift differentials are established and will be paid to each Employee for hours normally worked during a second or third shift.

Second Shift	.40
Third Shift	.50

JURY SERVICE

(89) The Company will pay up to a maximum of thirty (30) days to any Employee - summoned witness not on own behalf, who **is** called for Jury Service in any Court of Law on any scheduled work day, the difference between the Employee's average straight time hourly rate for the number of hours he normally works in a day and the compensation he received for such Jury Service.

BEREAVEMENT LEAVE

(90) During the term of this Agreement, any Employee who has completed the probationary period and is working, who is absent from work while attending the funeral, which may include making arrangements for the funeral or other family matters, of a member of his immediate family shall be paid for the time lost, not to exceed eight (8) hours per day at a straight hourly rate (exclusive of shift premium) for a maximum of three (3) days from date of death to date of funeral inclusive. An Employee shall not be paid for time lost that was not in his regularly scheduled work week, Monday through Friday. Employees who are laid off, on sick leave, or on personal leave of absence when such death occurs, will not be eligible for funeral leave pay. The immediate family, for the purpose of this provision, shall be defined as: father, mother, brother, sister, spouse, children, mother-in-law, father-in-law and step-father or step-mother if such individual replaced a natural parent during the formative years. In the case of the death of an Employee's grandfather or grandmother or brother-in-law or sister-in-law one day's funeral leave will be given as above.

PAY ON DAY OF INJURY

(91) An Employee hurt in an industrial accident shall be paid for time lost on the day he was injured at his regular daily earnings **less** any remuneration from other sources.

RELIEF PERIODS

(92) There shall be one ten (10) minute rest period in the forenoon. There shall be a fifteen (15) minute lunch period. There shall also be a five (5) minute wash-up period before each evening quitting time. The evening wash-up period shall be for the purpose of returning tools to the proper station from which the tools were received.

(93) The Company reserves the right to install a bonus or incentive plan of its devise at such time as it may be determined that activation of such plan could be of mutual benefit to the parties hereto. The establishment of appropriate bonus or incentive standards shall be the exclusive responsibility of Management, subject to mutual understanding between the Company and the Union.

JOB CLASSIFICATIONS

(94) Job classification groupings shall be in accordance with Schedule "A" attached hereto, which Schedule forms part of this Agreement.

(95) Base hourly rates payable to Employees assigned to job classification groupings (Schedule "A") shall be in accordance with Schedule "B" attached hereto, which Schedule forms part of this Agreement. Schedule "B" indicates the dates of all programmed wage rate increases during the term of this Agreement. Such increases shall become effective as of the first day of the nearest normal pay period.

(96) To identify a new job classification from experimental or development work a guideline will be used that whenever over a period of thirty (30) days the operation is run on a regular basis during a major portion of the time by Production Employees, it will be classified as a new job classification. At the end of thirty (30) days the Company may advise in writing its intent to use an additional thirty (30) days before establishing a new job classification as outlined above shall not exceed a total of sixty (60) days unless mutually agreed to between the Company and the Union.

(97) Newly hired Employees will not be started below the minimum rate and shall receive the maximum rate of the classification within a maximum of thirty (30) months after completion of his probationary period.

COST OF LIVING

(98) Consumer Price Index - 1971 Base. A .35 point change in the Index represents one (\$.01) cent plus change in the adjusted base rates.

(99) Second year: Necessary adjustments in the *cost-of-living* allowance during the second year of the contract will be made on the first pay period on or after March 1, June 1, September 1 and December 1, 1999. The total adjustment in the *cost-of-living* allowance during the second year of the contract shall not exceed five (\$.05) cents per hour.

(100) Third year: Necessary adjustments in the *cost-of-living* allowance during the third year of the contract will be made on the first pay period on or after March 1, June 1, September 1 and December 1, 2000. The total adjustment in the *cost-of-living* allowance during the third year of the contract shall not exceed five (\$.05) cents per hour.

JOB TRANSFER PAY

(101) When an Employee is asked to perform a job rated higher than his rate, the

Employee will be paid the higher rate per the following schedule:

<u>PERFORMANCE TIME</u>	<u>TIME TO PAY AT HIGHER RATE</u>
0 - 1/2 hour	His normal rate
1/2 - 1 hour	Two hours at higher rate
2 hours	Four hours at higher rate
3 hours	Six hours at higher rate
4 hours	Eight hours at higher rate
5 - 8 hours	Eight hours at higher rate

ARTICLE XIV - BENEFITS

(102) The Company shall during the term of this Agreement pay the premiums necessary to provide the following benefits for all Employees:

FIRST YEAR

A. Life Ins: \$20,000.00
B. A D & D: \$20,000.00

SECOND YEAR

A. Life Ins: \$22,000.00
B. A D & D: \$22,000.00

THIRD YEAR

A. Life Ins: \$25,000.00
B. A D & D: \$25,000.00

C. DISABILITY INCOME BENEFIT:

which is 70% of straight time hourly earnings per week, starting with first (1st) day of accident and hospitalization, first (1st) day of disabling outpatient, sixth (6th) day of illness, for a period not to exceed thirty-nine (39) weeks and will be eligible to receive Company Paid Benefits during that time. The Company will make income tax deductions from sick pay of affected Employees.

(103) Employees off from work as a result of an industrial accident and who are receiving Workers Safety and Insurance Board (W.S.I.B.) compensation payments, will receive Company paid benefits in accordance with the W.S.I.B. Act.

(104) Employees with one (1) or more years seniority on layoff will have their Drug Prescription and Dental Plan premiums paid for six (6) months.

(105) The Company agrees to reimburse an Employee, upon providing written proof, up to a maximum of \$25.00 per form, for the costs incurred for physician documentation required to qualify for Weekly Indemnity Benefits.

(106) Effective March 1, 1998, the Company will pay 100% of premium to provide coverage for eligible Employees and their eligible dependents under the:

- A. A Drug Prescription Plan
- B. A Dental Plan

80 - 20 co-insurance

of the current Ontario Dental Association Fee Schedule.

PENSION

(107) Effective March 1, 1998, the Company will pay \$.75/per straight time hour toward the funding of the Pension Plan.

(108) Effective March 1, 1999, the Company will pay \$.85/per straight time hour toward the funding of the Pension Plan.

(109) Effective March 1, 2000, the Company will pay \$.95/per straight time hour toward the funding of the Pension Plan.

(110) Payments are for straight time hours worked plus holiday hours on a straight time hours basis.

ARTICLE XV - STRIKES AND LOCKOUTS

(111) No Employee bound by this Agreement shall strike and the Company shall not lock out any such Employee so bound.

(112) The Company shall not call or authorize, counsel, support, procure, or encourage any unlawful lockout.

ARTICLE XVI - GENERAL

(113) Bulletin Boards: The Company agrees to provide the Union with one (1) bulletin board in the Plant for the purpose of posting Union notices and official papers. Notices will be posted only by the officers of the Union and will be in keeping with the spirit and intent of this Agreement.

SAFETY AND HEALTH

(114) The Company shall continue to make reasonable provisions for the safety and health of its Employees during the hours of their employment as provided for in the 1992 Occupational Health and Safety Act. The Company will use reasonable care to provide protective devices, wearing apparel and other suitable equipment only where necessary for the protection of Employees from accident and injury. Any claimed inadequacy of safety equipment may be made the basis of a grievance.

(115) Further, safety training shall be provided adequately to ensure a safer working environment for all Employees, in conjunction with the Joint Health and Safety Committee.

SAFETY SHOES

(116) Effective March 1, 1998, the Company will pay \$75.00 towards the purchase of safety shoes. Effective March 1, 1999, the Company will pay \$80.00 towards the purchase of safety shoes. Effective March 1, 2000, the Company will pay \$85.00 towards the purchase of safety shoes. Limited to one (1) pair per year of the contract for non-probationary Employees.

(117) Safety shoes purchased outside the safety truck and are submitted for reimbursement will be paid separately from their weekly earnings.

SAFETY GLASSES

(118) 1. Standard safety glasses must be worn within the plant at all times and will be supplied by the Company. Prescription safety glasses will be supplied by an Optometrist designated by the Company once every two (2) years or longer provided the prescription has changed sufficiently to warrant new glasses. A choice of professionally fitted frames previously approved by the Company will be made available by the designated Optometrist.

(119) The Company will provide single vision, bifocals, or tri-focal lenses only. Any additional upgrades to lenses or frames will be at the expense of the Employee.

(120) 2. New Employees covered above will be reimbursed at the completion of their probationary period. Students who wear prescription glasses will be provided with goggles which must be worn over such glasses.

(121) 3. Safety glasses damaged while at work will be replaced or repaired by the Company.

STUDENTS

(122) A maximum of fifteen (15) students may be hired, by the Company during the period of April 15 through September 15 in each year of the Collective Agreement.

(123) Student rate to be 75% of a regular Employee's starting rate and they will pay Union Dues in accordance with this Contract.

SUPERVISORY EMPLOYEES

(124) Supervisors and other employees who are ineligible for membership in the Union shall primarily act in a supervisory capacity although it is understood that they may act as instructors when new work or new Employees are involved. In cases of emergency experimenting and under special or unusual conditions they may also perform work such as set up or layout work, provided however, that they do not perform such work for the purpose of replacing regular Employees.

SEVERANCE PAY IN EVENT OF PLANT CLOSURE

(125) The Company will pay severance pay of one (1) week's pay for each year of service or fraction thereof to a maximum of thirty (30) weeks' pay. Paid only in the event if the plant *is* closed. **Also** paid to Employees laid off within three (3) months of the closing if the layoff was part of the closing process.

(126) The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in the Agreement. Therefore, the Company and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

EQUALEMPLOYMENT

(127) For the purpose of this Agreement, it is understood that the term HE/MAN includes the female gender.



ARTICLE XVII - DURATION AND TERMINATION

(128) The contract becomes effective as of March 1, 1998, and shall continue in full force and in effect until 11:59 P.M., February 28, 2001, and from year to year thereafter unless not more than ninety (90) days prior to the expiration date either party shall notify the other in writing of its desire to terminate or amend the Agreement, in which event the Agreement shall terminate on the expiration date in the contract year in which notice is given.

Signed on behalf of
THE UNITED STEELWORKERS
OF AMERICA

Signed on behalf of
STREAMLINE COPPER &
BRASS LTD.

SCHEDULE 'A'**Group**

Grade 1

Job Classification

Machine Operator "B"
 Swager
 Lathe
 Facing Machines
 ACR Processing
 Tube Shear
 Tee Press
 Tee Finishing Machine
 Couplings Operator
 Parts Packer
 Janitor
 Maintenance Helper
 Material Handler

 Grade 1A

Angle Saw-Coater Operator
 Bender- Punch Press Operator
 Push-Form, Swedger-Facer Operator

 Grade 2

Warehouse Operator / Truck Driver
 Warehouse Operator
 A.C.R Set-Up Operator
 Burnish Cleaner Operator / Inspector
 Shipper / Receiving Clerk

 Grade 3

Q.A. Inspector
 Q.A. Assistant
 Stock Room Attendant

 Grade 4

General Set-Up Man
 Maintenance " A
 Tool Room - Machine Operator and Set-Up
 Tee Set-Up Line Operator
 Bender Set-Up Line Operator
 Couplings Set-Up Line Operator

Grade 5

Lead Hand

Grade 6

Grade 7

Grade 8

Journey Man - Machinist
Journey Man - Electrician
Journey Man - Millwright
Journey Man - Tool & Die

NOTE:

When the truck driver is driving a vehicle that requires an AZ or DZ Drivers Permit, the rate of pay will be that of Grade four **(4)**.

LEAD HAND

An Employee assigned by Management, who, under the direction of the department Supervisor, has the responsibility and authority to direct the work of a group of Employees, on hourly paid jobs, and may be required to perform some of same work as that of the group directed and shall be selected based on the criteria as in paragraph (33).

The duties consist of activities such as:

- (a) Plan work to be performed by a group.
- (b) Determine "on-the-job working procedure in the case of repair and maintenance work.
- (c) Arrange for necessary tools, supplies and facilities.
- (d) Assign work and instruct members of the group.
- (e) Inspect, co-ordinate and record the work performed.

A "Lead Hand" or any member of the bargaining unit does not have the authority to:

- (a) Hire, promote, demote, suspend, discharge, or be involved in the evaluation of another Employee.
- (b) Represent the Company in handling Employees' grievances.
- (c) Determine the schedule of hours, days and weeks during which Employees shall work.

HOW A LEAD HAND'S RATE IS DETERMINED

- Persons leading groups 1 through 4 shall receive Labour Grade 5.
- Persons leading groups 5 through 8 shall receive .25 per hour above the highest grade directed.

SCHEDULE "B"

Group Grade	March 1 1998	March 1 1999	March 1 2000
1	15.29	15.52	15.83
1A	15.44	15.67	15.98
2	15.66	15.89	16.21
3	15.80	16.04	16.36
4	15.92	16.16	16.48
5	16.42	16.67	17.00
6	16.82	17.07	17.41
7	17.53	17.79	18.15
8	18.88	19.16	19.55
New Hires Starting Wage	12.65	12.65	12.65
Student Wage	9.49	9.49	9.49

New hires will normally be employed at the minimum rate and progress to the top of their grade over thirty (30) months, according to the Progression Chart.

The cost-of-living adjustment each year of the contract will be used in determining the annual general increase. This could affect the rate structure listed above for the second and third years.

All pay cheques will be deposited directly to an account designated by the Employee.

THE HUMANITY FUND

The Company agrees to deduct on a weekly basis effective March 1, 1997 the amount of forty cents (.40) from the wages of all Employees in the Bargaining Unit and from the salary of any management Employee willing to contribute and, prior to the 15th day of the month following, to pay the amount so deducted to the “**Humanity Fund**” and to forward such payment to **United Steelworkers of America National Office, 234 Eglinton Avenue East, Toronto, Ontario, M4P 1K7**, and to advise in writing both the “Humanity Fund” payment and the names of all Employees in the Bargaining Unit on whose behalf such payment has been made.

The first “Humanity Fund” deduction as aforesaid shall be for the first week following ratification of this Agreement. It is understood and agreed that participation by an Employee in the Bargaining Unit in the program of deductions set forth above may be discontinued by an Employee in the Bargaining Unit after the receipt by the Company and the Local Union of that Employee’s written statement of his/her desire to discontinue such deductions from his/her pay which may be received during the four **(4)** weeks following ratification of this Agreement or at any time thereafter.

The Company agrees to pay on a monthly basis an amount of money equal to the total contributions deducted from the pay of **all** Bargaining Unit Employees and to remit such amount on a monthly basis to the “Humanity Fund” at the address aforesaid. Upon payment of the “Humanity Fund” the amount set forth in this sub-paragraph, the Company shall forthwith notify the Local Union of such payment. Contributions by the Company may be discontinued at any time for any reason and the Company requires a full report at six **(6)** month intervals on disbursements made from the fund.

The purpose of the “Humanity Fund” shall be to make payments from time to time to charitable International Aid and Development Organization(s) selected by the Directors of the “Humanity Fund” who shall be designated from time to time by the national Director for Canada and all of whom shall be members of the United Steelworkers of America, and to make direct payments of a charitable nature as the Directors of the “Humanity Fund” shall determine from time to time and to pay all necessary and incidental expenses related to these purposes. Fifteen percent **(15%)** of the monies received by the “Humanity Fund” shall be donated to assist food-aid and development activities in Canada.

PROGRESSION CHART

Grade	Start	¹ Month	² Month	³ Month	⁴ Month	⁶ Month	¹² Month	¹⁸ Month	²⁴ Month	³⁰ Month 1998	³⁰ Month 1999	³⁰ Month 2000
1	12.65	12.82	12.99	13.16	13.33	13.50	13.91	14.32	14.73	15.29	15.52	15.83
1A	12.80	12.97	13.14	13.31	13.48	13.65	14.06	14.47	14.88	15.44	15.67	15.98
2	13.13	13.28	13.43	13.58	13.73	13.86	14.27	14.68	15.09	15.66	15.89	16.21
3	13.22	13.37	1.52	13.67	13.82	13.95	14.36	14.77	15.18	15.80	16.04	16.36
4	13.34	13.49	13.64	13.79	13.94	14.07	14.48	14.89	15.30	15.92	16.16	16.48
5	13.84	13.99	14.14	14.29	14.44	14.57	14.98	15.39	15.80	16.42	16.67	17.00
6	14.23	14.38	14.53	14.68	14.83	14.96	15.37	15.78	16.19	16.82	17.07	17.41
7	14.94	15.09	15.24	15.39	15.54	15.67	16.08	16.49	16.90	17.53	17.79	18.15
8	15.78	15.93	16.08	16.23	16.38	16.51	16.92	17.33	17.74	18.88	19.16	19.55