

**COLLECTIVE AGREEMENT**

BETWEEN

**KUBOTA METAL CORPORATION  
FAHRAMET DIVISION**

Hereinafter called the "Company"

AND

**THE UNITED STEELWORKERS OF AMERICA  
LOCAL 9393**

Hereinafter called the "Union"

**Effective Date: January 1, 1996**

**Expiry Date: December 31, 1997**

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## **ARTICLE 1 - PURPOSE AND SCOPE**

**1.01** The purpose and intent of this agreement is to promote mutually satisfactory relations between the Company and its hourly employees and to set forth therein the basic understanding concerning rates of pay, hours of work, working conditions and matters of administration which affect the hourly employees of Kubota at Orillia.

## **ARTICLE 2 - RECOGNITION**

**2.01** The Company recognizes the United Steelworkers of America as the bargaining agent of all employees of Kubota Metal Corporation Fahramet Division, in the City of Orillia, save and except forepersons, persons above the rank of foreperson, salaried office and clerical staff, sales and engineering staff.

**2.02** Persons whether employed by the company or from outside who are not members of the bargaining unit, shall not perform work on any jobs which are included in the bargaining unit, except for the purpose of instruction, experimentation or emergency work.

## **ARTICLE 3 - RELATIONSHIP**

**3.01** The Company and the Union agree that there will be no discrimination of any kind against any bargaining unit employee.

**3.02** The Company agrees it will not interfere with, restrain, or coerce employees in their lawful right to become and remain members of the Union and to participate in its activities.

**3.03** The Union agrees that there will be no intimidation, interference, restraint or coercion practised upon any employees of the company by any of its members or representatives and that there will be no Union activity, solicitation for membership or other Union business on Company time or on Company premises unless prior approval has been obtained from Senior Management. Further, the union agrees that there will be no membership meetings of any description held on Company premises unless prior written approval is obtained from Senior Management.

**ARTICLE 4 - REPRESENTATION**

The Company agrees to recognize and deal with the Local Union Officers. The Company shall be notified by the Union of the names of all Union Stewards and the areas they are representing and the names of all committee members and officers.

The Local Union President will be assigned to steady day shift.

#### **4.01 Shop Stewards**

The company agrees to recognize shop stewards, which will not exceed one steward for each twenty-five (25) employees. It is further agreed that included in the number above the company will recognize one (1) Steward who shall be designated/elected as "Chief Steward."

#### **4.02 Grievance Committee**

The company agrees to recognize and deal with a union grievance committee of not more than three (3) employees. When the legitimate business of a grievance committee person or shop steward requires him to leave his work station or department, he shall first receive permission from his supervisor and report back to his Supervisor upon returning to work. Such permission shall not be unreasonably withheld.

**4.03** The Company agrees that Stewards and Grievance Committee members shall not suffer loss of pay for time spent in the handling of grievances. it is understood that this shall not include hours spent outside of his/her regular working hours.

#### **4.04 Negotiating Committee**

- a) The Company agrees to recognize and deal with a Negotiating Committee of

not more than four (4) employees along with representatives of the international Union not exceeding two (2) in number.

- b) The Company agrees to allow members of the union negotiating committee the day off without loss of pay when meeting with members of management. When negotiations are complete and subsequent to reaching a tentative agreement, the company will bill the local union Financial Secretary for all lost time paid for union committee members. This sum will be paid by the local union forthwith, but in any event within thirty (30) calendar days.

#### **ARTICLE 5 - MANAGEMENT RIGHTS**

**5.01** Nothing in this agreement shall be interpreted in any way to limit or interfere with the Company's right to extend, limit, or modify its operations, when in its sole discretion it may deem it advisable to do so.

**5.02** Neither shall anything in this agreement be so construed or interpreted as to deprive the Company of its rights to hire, retire, reprimand, transfer, direct, demote, promote, classify, lay-

off, suspend, or discharge its employees for just cause, except as specified by the terms of this agreement or by any legislated requirements relating to any of the above.

**5.03** It shall be the exclusive function of the Company to manage the enterprise, to maintain order, discipline, and an optimum level of efficiency. To determine the extent and location of operations or processes, the kinds and locations of machines or equipment to be used, the schedule of operations or hours of work, to determine the number of employees needed at any time, and to make and enforce reasonable rules of procedure and conduct for its employees.

The aforementioned rights will not be inconsistent with the provisions of this agreement.

#### **ARTICLE 6 - NO STRIKES OR LOCKOUTS**

**6.01** The parties agree that there will be no strikes, slow-downs, stoppage of work, wilful interference with production, transportation or distribution, or organized refusals to work overtime or lockouts instituted by either the Company or the Union.

#### **ARTICLE 7 - UNION SECURITY**

**7.01** The Company shall deduct from the pay



of each member of the bargaining unit, bi-weekly, such Union dues, fees and assessments as prescribed by the Constitution of the Union.

**7.02** The Company shall remit the amounts so deducted, prior to the fifteenth (15th) day of the month following, by cheque, as directed by the Orillia Area Office, payable to the International Treasurer.

**7.03** The monthly remittance shall be accompanied by a statement showing the name of each employee from whose pay deductions have been made and the total amount deducted for the month. Such statements shall also list the names of the employees from whom no deductions have been made and the reasons why, along with form R115 required by the International Union.

**7.04** The Union agrees to indemnify and save the Company harmless against all claims or other forms of liability that may arise out of, or by reason of, deductions made or payments made in accordance with this Article.

**7.05** The Company agrees to indicate on the Bargaining Unit employees T-4 slip the total dues paid for the previous calendar year.

**7.06** The Department Shop Steward will be introduced to each new employee upon comple-

tion of his/her probationary period and allowed a fifteen (15) minute interview with each new employee to talk to them about the Union and the Company.

#### **ARTICLE 8 - HOURS OF WORK**

**8.01** The standard work week will consist of forty (40) hours worked. These hours will normally be worked between Monday and Friday, but the Company reserves the right to specially schedule other shifts to suit production requirements.

Notwithstanding the Company's right to lay-off in the event of a shortage of work or other unforeseen circumstances, the Company agrees that no general or partial reduction of base hours will be instituted. This agreement will have no effect on an application by the parties for UIC work sharing programme.

**8.02** A lunch break of one-half hour, or of one hour, depending on the department, will be given during each shift. A paid ten-minute rest period will be allowed during both the first and second halves of each shift. A five minute wash-up period will be allowed at the end of each shift.

### **8.03 Reporting Pay**

An employee reporting for work on **his**, or **her**, regularly scheduled shift, but for whom no regular work is available, will be offered at least four hours of alternative work, or receive four hours pay at his, or her, regular hourly rate, unless he, or she, has been notified at least one hour in advance not to report for work.

The foregoing will not apply whenever the failure to supply work is due to conditions beyond the control of the Company or when an employee, who has been absent, fails to ascertain from his or her foreman, if work is available.

It is the responsibility of the employee to keep the Company notified of his, or her current address and telephone number in order to qualify for this guarantee.

### **8.04 Call Back**

An employee who is called in to work, on an emergency basis outside of his or her normal hours, shall be guaranteed at least four hours work ~~or~~ four hours pay at time and one half.

**8.05** Employees asked to attend a meeting will be paid at straight time for the time spent in the meeting.

**8.06** In case of hours lost, as a result of an accident whilst at work, an employee will be paid at his, or her regular rate for the remaining hours of the shift in which the accident occurred.

**8.07 Absences From Work**

Employees are required to notify the Company of any absences from work at least one (1) hour before their scheduled starting time for Dayshift operations. For those employees working on second or third shifts, notification shall be required two (2) hours in advance of their starting time. In the case of absences because of illness or accident, the Company shall require a medical statement from a physician outlining the employee's ability or inability to return to normal duties. In this event, the Company agrees to reimburse the employees for the costs incurred in obtaining the required medical statements in order to return to work.

Any employee absent for three or more working days without notifying the Company will be considered to have resigned and his/her employment will be terminated unless special circumstances dictate a review and exception which will be conducted on a priority and just basis.

Absence is to be reported by the employee telephoning 325-2781 and the supervisors extension

number and reporting name, department, reason for absence and day expected to return to work. During the day the Employee Relations Department will receive the calls at extension 247, and on the other shifts the calls will be received by a person designated by the Employee Relations Department.

**8.08** Shift schedules will be posted within a reasonable period not less than three (3) working days prior to the change being put into effect. Once posted, there will normally be *no* changes except in exceptional circumstances.

#### **ARTICLE 9 - OVERTIME AND PREMIUM PAY**

**9.01** Overtime for which the Company will pay time and one-half will include:

- a) The hours worked in excess of the employees regular hours in any one day.
- b) The hours worked in excess of forty (40) hours in any work week. Paid holidays will be counted as hours worked.
- c) The hours worked on Saturday (except as governed by Article 9.08 ).

**9.02** Overtime will be paid at double time for hours worked on Sunday (except as governed by Article 9.08 ).

- a) Statutory Holidays - A premium of time and one half will be paid for the first four **(4)** hours worked on a paid Statutory Holiday and double time for all hours worked, thereafter except when a day in lieu has been mutually agreed to in addition to any pay to which an employee is entitled to for the paid holiday.

**9.03** No more than one overtime provision shall apply to any hours of work.

**9.04** Overtime rates will not be paid on excess hours due to a regular scheduled change of shift or a change of shift arranged to accommodate the personal wishes of an employee or employees.

**9.05** To be eligible for overtime work an employee is required to obtain prior approval from the Foreman of the department for which the work is performed.

**9.06** Should allegations of unfair distribution of overtime be received from any employee it will be dealt with under Article 18, Grievance Procedure. The onus will be on the Company to show that overtime is or was distributed on an equitable basis relative to the job requirement to perform the function which required the overtime.

**9.07 Shift Premium:**

A shift premium of forty-five (45) **cents** per hour shall be paid for all hours worked on that shift designated as the Second or Afternoon Shift.

A shift premium of fifty-five (55) cents per hour shall be paid for all hours worked on that shift designated as the Third or Night Shift.

For the purposes of this agreement, the following criteria will be used to define the various shifts:

First or Dayshift: That shift which starts the working week on a Monday with a starting time prior to 9:00 a.m.

Second or Afternoon Shift: That shift which follows the first shift ( Dayshift) as defined, within a 24 hour period.

Third or Nightshift: That shift which follows the second or afternoon shift on an operation where the working day is divided into 3 equal shifts.

The Company will, wherever possible excuse employees with more than twelve (12) years seniority from shift work.

**9.08 Saturday - Sunday Premium:**

A Saturday-Sunday premium of \$1.75 per hour will be paid for all hours worked on a regularly scheduled shift starting between the hours of 7:59 p.m. Friday and 7:59 p.m. Sunday. This premium will not be used in any manner in calculating overtime premium paid.

**9.09 Meal Allowance:**

A meal allowance of \$5.00 will be paid to any employee who is requested to, and works more than twelve hours in one shift.

**ARTICLE 10 - HOLIDAYS**

**10.01** Each employee, who qualifies according to article 10.02, will receive eight hours pay at his current hourly rate for each of the following holidays.

New Year's Day	Two Floaters
Good Friday	(to be determined by the
Victoria Day	Company after consultation
Thanksgiving Day	with the Union).
Christmas Day	
Boxing Day	
Dominion Day	
Civic Holiday	
Labour Day	



Should the employee be working ten (10) hour shifts he, or she will be given the opportunity to work extra hours, at straight time, to make up for any loss in hours due to the eight (8) hour holiday pay.

In the event these 'extra hours' are worked during a scheduled extra shift they will be paid at the appropriate overtime rate.

**10.02** In order to qualify for the pay with respect to each of the above holidays, an employee must have been in the employ of the Company and have completed at least twenty (20) days of work prior to the holiday, and must also have worked his, or her, full last scheduled shift prior to the holiday, and his, or her full first scheduled shift following the holiday. Authorized absence will not affect the employees right to such pay.

**10.03** Employees on lay-off, or employees absent **and** receiving either W.C.B. payments or weekly indemnity payments will not be eligible to receive holiday pay for any of the above holidays falling during their absence.

**10.04** Any of the above holidays falling on a Saturday or Sunday will be observed on another day determined by the Company with the agreement of the Union and the provision of holiday

pay will apply.

### ARTICLE 11 - VACATIONS

**11.01** The vacation year will be from June 1st to May 31st for calculation of vacation pay.

**11.02** Vacations with pay allowance will be granted to employees according to the table shown below.

Year of continuous service at employee's anniversary date during current calendar year.	Over		1	5	12	17	25
	Less than	1	5	12	17	25	
Vacation Allowed-weeks		1	2	3	4	5	6
Payment for vacation as percentage of earnings,*whilst an employee of the Company for the 12 months preceding May 31st.		4%	4%	6.12%	8.33%	10.64%	13.04%

\* Calculated as per article 11.03

**11.03** Earnings, for the purpose of calculating vacation pay, will not include suggestions, or safety bonus payments. It is understood that the previous years vacation pay in this calculation will be included at the employees base rate times

forty (40), times the number of applicable weeks. Credit will be given for hours of work lost and for which Weekly Indemnity, or WCB payments have been paid up to a maximum of twenty-six weeks.

**11.04** The vacation allowed will be required to be taken during the current calendar year at times approved by the Company which will, where possible, grant this vacation period in accordance with the expressed desires of the employees.

When, after the minimum manpower requirements by job categories for a department has been determined, it is found that more employees request vacation than can be spared, approval will be given, at the time the vacation schedule is drawn up, on the basis of seniority. After the cut-off date this preference will not apply.

**11.05** The Company will provide each employee with his vacation pay three (3) days prior to the date on which the employee commences his, or her vacation providing the employee has made arrangements with his, or her supervisor at least two (2) weeks ahead.

**11.06** If a paid holiday occurs during an employees vacation, it will not be counted as

part of the vacation and the employee will receive an extra day of vacation.

**11.07** Vacations are not cumulative and must be taken in the calendar year in which they are given.

**ARTICLE 12 -  
BEREAVEMENT LEAVE**

**12.01** An employee upon the death of a member of his, or her immediate family will be granted leave of absence for **up** to two (2) days, plus the day of the funeral, where the employee is necessarily absent from work to make arrangements for, or to attend the funeral.

To be eligible for this bereavement pay the employee must make written application on the approved form.

Immediate family includes: wife, husband, children, father, mother, brother, sister, mother-in-law, father-in-law, step-father, step-mother, grandparent or grandchild.

An employee shall be granted two (2) working days leave of absence in the event of the death of a brother-in-law, sister-in-law, daughter-in-law, son-in-law, provided he, or she attends the funeral.

Should any of these days fall on a day on which he, or she would normally be required to work he, or she will be paid eight hours at straight time hourly rate. Should the employee be working 10 hours shifts he, or she will be given the opportunity to work extra hours, at straight time, to make up any loss in hours through the eight hour bereavement pay.

### **ARTICLE 13 - JURY DUTY OR WITNESS DUTY**

**13.01** An employee who is called for jury duty or witness duty, will be excused from work for any day on which he, or she reports for such jury or witness duty, and will receive for each such day on which he, or she otherwise would have worked, the difference between eight (8) hours at his, or her regular hourly rate and the payment he, or she received for the jury or witness duty. Should the employee be working ten (10) hour shifts, he, or she will be given the opportunity to work extra hours, at straight time, to make up for any loss in hours due to the eight (8) hour allowance.

**13.02** An employee working a second, or third shift, will not be required to report for work the day, or days he, or she is called for jury or witness duty.

**13.03** An employee will be required to provide

proof showing a y amount received from the court before the Company will make any of the aforementioned payments relating to jury or witness duty.

#### **ARTICLE 14 - WAGE RATES**

**14.01** The Company will pay wages at the hourly rates set out in the wage schedule marked "Schedule A".

**14.02** Employees transferred for an assignment to another job on a temporary basis will, if the rate is less, receive his or her regular rate and if such a transfer is to a job with a higher rate, the employee will receive the higher rate after working in that job for more than four (4) hours.

**14.03** in the event of work done during plant shut-down, the rate of pay for the class of work required shall govern, irrespective of the employees regular classification rate.

#### **ARTICLE 15 - HEALTH AND WELFARE PLAN**

The Company will provide the following Health and Welfare coverage at no cost to the employees.

**15.01** Group Life insurance - \$25,000. effective January 1, 1996.

**15.02** Accidental Death and Dismemberment - \$25,000. effective January 1, 1996.

**15.03** Sickness and Accident Insurance (non-occupational) - weekly indemnity, payable from the first day of accident, first day of hospitalization, eighth day of sickness for a maximum of twenty-six (26) weeks, with a benefit level equivalent to the UIC schedule.

**15.04** Semi-Private Hospital Supplement, as per previous coverage.

**15.05** Drug Plan as per previous coverage.

**15.06** Upgrade the ODA Fee Schedule to 1993 effective January 1, 1996.

**15.07** Extended Health Care Plan - payments will be made for 80% of the charges for most medical services and supplies not covered by OHIP which exceed the cash deductible, up to \$10,000. maximum.

**15.08 Pension Plan:**

The Company agrees it will provide hourly employees with a pension at age sixty-five (65) computed at \$30.50 per month times year of service effective January 1, 1996 and \$31.50 per month times years of service effective January 1, 1997.

The Company also agrees to provide a full unreduced Pension if the early retirement option is exercised provided the employee meets one of the following criteria:

- (a) 61 years of age or older with 20 or more years of service. The following Benefit package will be included in this option and be maintained until the employee reaches the age of sixty-five (65).

Term Life Insurance of \$3,000.00

Extended Health Care as Article 15.04 and 15.07 of this Agreement.

Drug Benefits as Article 15.05 of this Agreement.

Vision Care as Article 15.09 of the Agreement.

Dental Plan as Article 15.06 of the Agreement.

- (b) Upon reaching 35 years of continuous service. This option does not include a Benefit package.
- (c) Exercising the Early Retirement Option prior to age 61 or with a lesser amount of service will be subject to the present early retirement calculation less 1/2% per month by which the commencement of the pension precedes the Retirement date.



**15.09 Vision Care Plan:**

Payments up to \$200. per eligible family members toward the costs of frames, prescribed glasses, or contact lenses, but not more often than once every two years.

**15.10** Out-of-Province or Country Sickness and Hospitalization Benefits will be covered to the limits so prescribed.

**15.11** Full benefit coverage will be maintained as above for up to one year for those employees on extended verified absence due to accident or illness.

Benefit for employees on WCB will be paid for up to a period of thirty (30) months except Life Insurance which will be paid for twelve (12) months.

In order to maintain this coverage the employees concerned will report to the Employee Relations Department once a month.

The Company will pay 100% for OHIP, Life Insurance and Accidental Death or Dismemberment for any employee on layoff for periods up to three months duration, provided the individual remains unemployed while on lay-off.

**ARTICLE 10 -  
MISCELLANEOUS BENEFITS**

**16.01 Prescription Safety Glasses**

The Company will provide, once per year, one pair of Prescription Safety Glasses with sideshields attached. When evidence is presented that job conditions, beyond the control of the employee, cause the need for an additional replacement, the Company will provide the replacement pair.

**16.02 Safety Boot Allowance**

The Company will pay up to \$85.00 per pair towards the cost of safety boots provided that the boots are fitted with built-in metatarsal guards. This subsidy will be paid once per year except where evidence is submitted that work conditions, beyond the control of the employee, caused the need for the purchase of additional boots.

For those employees having special safety boots due to physical infirmity, the Company will pay for repairs as required provided:

- a) A receipt for such repair is received.
- b) The protective casing of the safety boot is judged to be in compliance with Safety Standards by the Safety Co-ordinator or person designated by him.

- c) The cost of such repair(s) does not exceed the new boot allowance as detailed in this Agreement.

#### **16.03 Annual Savings Plan**

Payment based on two (2) per cent of an employees total earnings, excluding vacation pay, for the twelve (12) months prior to the end of the last pay period in November, will be made at the Christmas holiday season. This payment will be made, no later than one week prior to the last day worked before the holiday, to: employees currently on hourly payroll on the day of savings distribution, employees who retired in the applicable period, and employees who are on lay-off on November 30. Employees who are dismissed, or terminate their employment, shall receive this payment upon leaving the Company.

Employees have the option of participating in this plan or receiving the 2% as part of their normal wages each pay period. This option may be exercised only once each year - before January 1, of each year.

#### **16.04 Tool Allowance**

Tradesmen, who are required by the Company to provide their own specified hand tools, will be compensated for hand tools broken or worn out in Company service after January 1, 1989.

Excluded from this provision will be any electrical or air-powered tool which the company would provide.

Where possible replacement will be in kind i.e. Moore and Wright Micrometer will be replaced by Moore and Wright Micrometer. Replacement will be made upon presentation of satisfactory evidence and approval of the respective department manager.

#### **16.05 Disposable Coveralls**

The Company will provide disposable coveralls to maintenance or other employees when they are required to work in excessively dirty conditions. Management retains the right to determine which working conditions are covered by this clause.

#### **ARTICLE 17- SENIORITY**

**17.01** The Company recognizes that job security and opportunity for advancement should increase with seniority as measured by years of service with the Company. Seniority will be determined by the employees length of continuous service with the Company.

**17.02** The Company will maintain a seniority list which will be made available to supervisors and the Union. In addition, copies of this

seniority list will be posted in the main areas of the Company's plants and shall be accessible to all employees.

### **17.03 Probationary Period**

An employee will attain seniority upon completion of forty-five (45) worked days from the date of hire. This period will be termed a probationary period and upon successful completion of this probationary period, the employees' seniority date will be the date of hire.

Should an employee, during his or her probationary period request and be granted a transfer, then he or she will be required to complete the forty-five (45) worked days from the date of transfer before he or she attains seniority. During the probationary period, the employee will not have seniority rights.

Temporary summer students will not accumulate seniority.

### **17.04 Maintenance of Seniority**

When on lay-off, or during an extended absence due to non-occupational accident or illness, employees will maintain and accumulate their seniority and will be eligible for recall for a period of up to twenty-four (24) months. It is the responsibility of the employee who is absent as a

result of an non-occupational accident or illness to submit to the Company, at periodic intervals, a medical certificate, certifying his continuing disability.

It is understood that the above is not applicable for employees considered disabled/handicapped as defined by the Ontario Human Rights Code unless the individual(s) cannot be accommodated pursuant to the provisions of that Code.

An employee on lay-off who fails to return to work within seven days after the Company has sent a notice of recall to the employee by registered mail, to the last known address on the records of the Employee Relations Department, will lose seniority and all rights to recall. If unable to return when recalled due to a medical problem certified by a doctor, the employee will not have recall rights cancelled within the time period specified above.

**A** person may refuse recall, without loss of recall rights, to a position that is estimated will last for **six (6)** weeks or less, provided the Company is able to fill the position with another qualified layed-off employee. **If** all qualified layed-off employees refuse recall **to** the temporary position then the most junior qualified person must accept the recall or lose the recall rights. Once a person refuses a temporary recall

that person cannot, at a later date, change the decision and 'bump' the person who was recalled to fill the position even if the 'temporary' position becomes 'permanent'.

#### **17.05 Lay-off and re-hiring**

When it is necessary to lay off, or recall employees who have been on lay-off, this will be done according to seniority and qualifications with regard to the jobs to be performed.

- (a) In the event an employee is judged to have adequate demonstrative skills *to* perform a specific job, but is unfamiliar with the machine tool or method being used in that job, he or she will be permitted a two day "familiarization" period. It is mutually understood this period is not to be misconstrued as relating to training.

Employees having requested, or accepted a voluntary lay-off relinquish their normal bumping rights and should they later request to return to work they will be eligible to return only if a suitable position is vacant.

**17.06** Employees transferred from one job *to* another on a temporary basis or as a result of a lay-off situation, will be entitled to return to the

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job from which they were transferred as soon as it again becomes available.

**17.07** An employee who is transferred to a position in the Company outside the bargaining unit retains seniority measured in years of service with the Company plus up to two (2) years seniority while outside the bargaining unit should he/she return to the bargaining unit. This provision will only apply on a singular occasion for each such employee.

It is understood that such an employee can only return to the bargaining unit when there is a posted vacancy.

### **17.08 Promotions**

The Company recognizes that job security and opportunity for advancement should increase with seniority as measured by years of service with the Company. In all cases of promotions and transfers (other than promotions of a temporary nature, or to positions outside of the scope of this agreement) the Company will consider the following two factors:

- a) The relative seniority of the employees affected.
- b) The requirement of the position and the relative ability, training and **skill** of the



employees concerned to fill normal requirements of the job.

When the relative ability, training and skill are deemed equal the Senior employee will be awarded the vacant position applied for.

#### **17.09 Job Vacancy Postings**

All vacancies for permanent hourly rated positions, including those for lead hands, will be posted on the bulletin boards, except where a qualified person is on lay-off. The notice will be posted for a period of three (3) days. The name of the successful applicant will be posted within five (5) working days of the close of the original postings.

#### **17.10 Training**

Employees in jobs for which there is a higher level in the same classification will, as far as practical, be allowed to train on-the-job to qualify for the next level. This opportunity will be governed by the principle outlined in Article 17.08. When, the employee becomes qualified, this qualification will be recorded in the employees file. This qualification will not entitle the employee to any pay rate increase but will be considered during evaluation for possible promotion when a vacancy occurs.

**ARTICLE 18 -  
GRIEVANCE PROCEDURE**

**18.01 Grievance Committee**

A Grievance Committee made up of three members will be appointed by the Union.

**18.02** Should any difference arise between an employee and the Company an earnest effort will be made to settle such a difference without undue delay in the following manner:

**STEP 1** The aggrieved employee, with or without the assistance of his, or her Union Representative, will take the matter to his, or her immediate foreman who will render a decision within two (2) working days of receiving it ( or any longer period which may be mutually agreed upon). if a satisfactory settlement is not then reached the grievance may be presented as follows at any time within two (2) working days.

**STEP 2** The Union Representative with aggrieved employee shall present the matter, in writing on the approved form, to the respective department Manager who will consider it in the presence of those presenting the same and in the presence of the employees foreman and superintendent. The Manager's decision, in writing, will be rendered within three (3) working days from his receipt of the STEP 2 grievance. If a

satisfactory settlement is not then reached the grievance may be referred to the Grievance Committee and presented as follows at any time within three (3) working days thereafter.

**STEP 3** The Grievance Committee will request a meeting with the respective Vice-president or General Manager and arrange to meet at a mutually agreed time to consider the grievance.

**18.03** If final settlement of the grievance is not completed within seven (7) days after the meeting at STEP 3, and if the grievance is one which concerns the interpretation or alleged violation of the Agreement, the grievance may be referred by either party to an arbitrator, who has been previously mutually agreed upon by both parties, at any time within twenty-one (21) days thereafter but not later.

The decision rendered by the arbitrator shall be final and binding upon both parties and the employee, or employees concerned. The arbitrator shall not be authorized, however, to add, withdraw, or amend any part of this agreement.

**18.04** The Company shall decline to consider any grievance, the alleged circumstances of which occurred more than five (5) working days from the time the circumstances were known to the grievor. Notwithstanding the above, a grievance shall not be considered if ten (10) working

days have elapsed since the circumstances occurred.

**18.05** The Arbitrator does not have the power to alter, change or substitute any provisions of this Agreement, nor to render a decision inconsistent with its terms or conditions or to deal with any matter not covered by this Agreement.

**18.06** The fees and expenses of the Arbitrator will be shared equally by the Union and the Company.

**18.07** If neither party receives from the other, a written referral to arbitration within twenty (20) calendar days following the Step Three reply which shall be given in writing within five (5) working days after the grievance is submitted, the grievance will be considered abandoned.

**18.08 Management or Union Grievances**

- a) Where a difference arising from the interpretation, application, administration, or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, arises directly between the Union and the Company, either party shall have the right to initiate a Union Grievance or Company Grievance as the case may be, commencing at Step Three of

- the grievance procedure.
- b) **A** Union Grievance shall not include any matter upon which an employee would be personally entitled to grieve and the regular grievance procedure shall not be by-passed.
  - c) **A** Union Grievance shall be submitted in writing to the Vice-president, Manufacturing or his or her designate. **A** Company Grievance shall be submitted in writing *to* the Union Staff Representative.
  - d) **A** claim by an employee that he has been dismissed without just cause will be recognized as a grievance if a written grievance is received within three (3) working days from the date of said dismissal and will be processed as 18.08 (a) above.

**A** dismissed employee, will before leaving the premises have the right to discuss his dismissal with his Shop Steward or Union Official. Such discussion is not to exceed fifteen (15) minutes.

#### **ARTICLE 19 - LEAVE OF ABSENCES**

The Company may grant 'Leave of Absence' without pay to any employee with legitimate personal reasons.

**19.01** The request must be submitted in writing to the employees supervisor at least two (2) weeks in

advance, except in the case of an emergency.

**19.02** The 'leave of absence' will be granted for a specific number of hours or days **up** to a maximum of three (3) months; however, an extension may be granted under exceptional circumstances at the discretion of the Company.

**19.03** If the employee accepts other employment during the 'leave of absence' it will be considered that he, or she has terminated his, or her employment with Kubota.

**19.04** The employee will make his, or her own arrangements with the Company re payment of welfare benefits, etc.

**19.05** The Company will grant leave of absence without pay for up to one (1) week periods to not more than two (2) employees to serve as delegates of the Union or for other Union business provided such leave is requested at least one (1) week in advance. It is further agreed that the two (2) employees will not be from the same Department.

#### **ARTICLE 20 - TIME CLOCKS**

**20.01** Each employee is assigned a plastic time card. Since it is necessary for the payroll department to maintain accurate records of time worked,

each hourly paid employee will punch "in" when starting work, "out" and "in" for lunch, and "out" when finishing the work day. If an employee leaves the plant for personal reasons during the shift, the same procedure must be followed after clearing with his, or her foreman. Any mistake in the above procedure is to be pointed out to his, or her foreman for correction and approval.

The use of another employees time card is a serious offence and any employee doing so will be subject to disciplinary action.

#### **ARTICLE 21 - CONTRACTING OUT**

**21.01** The Company will not contract out work which can be performed cost-effectively, efficiently and in a timely fashion in-house by Bargaining Unit Employees. If the above conditions are met, the Company agrees that no contracting out will occur which will cause the lay-off or delay the recall of Bargaining Unit Employees.

#### **ARTICLE 22 - TECHNOLOGICAL CHANGE**

**22.01** Technological change means a significant change in methods or processes which may mean a reduction of the bargaining unit employees. Where possible, the Company will give the Union prior notification of such changes within a reasonable time period prior to the implemen-

tation and inform the Union of any known potential effect on the employment of the Bargaining Unit Employees.

**22.02** In the event of Article 22.01 above, the employees so affected will be processed in accordance with Article 17 - Seniority. Every effort will be made to accommodate them in their new positions including normal training time.

## **ARTICLE 23 - HEALTH AND SAFETY**

### **23.01 Reporting of Injuries**

Any injury, suffered by an employee whilst at work, must be reported to the employee's supervisor and to the appropriate First-Aid attendant for the plant in which the employee works. Should an employee require hospital treatment, or treatment by a physician, as a result of such an injury, this information must be given to the Safety Co-ordinator as soon as practicable. Failure to report any accident within a twenty-four (**24**) hour period is a serious violation of the Plant Health and Safety Rules and may jeopardize any claim by the employee relative to an accident.

### **23.02 Observance of Safety Rules**

All employees are required to strictly adhere to



the General Safety Rules (see Schedule B ) together with any departmental or specific job safety instructions which are posted or received from supervision.

Failure by an employee to follow safety rules or instruction will result in disciplinary action being taken against the employee by the Company.

**23.03** The Company will make reasonable provision for the Health and Safety of its employees at the Plant during the hours of their employment. Protective devices, wearing apparel and other equipment necessary to properly protect employees from injury is provided by the Company. The Union will cooperate with the Company in seeing such protective devices are used.

**23.04** The Company and the Union agree that they mutually desire to maintain high standards of Safety and Health in the Plant in order to prevent industrial injury and illness.

**23.05** It is agreed that the Company and the Union will comply with the Legislated requirements for a Joint Health and Safety Committee. The Committees functions and responsibilities will be as defined by the Legislation and internal procedures developed by this Committee.



#### **ARTICLE 24 - CHANGE IN EMPLOYEE'S PERSONAL DATA**

24.01 Information regarding any change of status of an employee is to be reported to the Employee Relations Office by the employee for the following:

- a) Marital (ie, married, widowed, divorced, living common law).
- b) Address or telephone number.
- c) Beneficiary

#### **ARTICLE 25 - BULLETIN BOARDS**

25.01 The Company will provide separate suitably located bulletin boards for the placement of Company, Union and personal communications. Notices will be posted for three (3) days except in the case of Union Notices where the duration shall be determined by the Union. It is agreed that all Notices must be approved by the Employee Relations Department prior to posting.

#### **ARTICLE 26 - DURATION**

26.00 This agreement is effective the 1st day of January 1, 1996 and will continue in effect until the 31st day of December 1997, and shall continue automatically thereafter for further one year periods unless either party notifies the other

in writing that it desires to amend or terminate the agreement within ninety (90) calendar days prior to the expiry date.

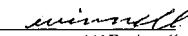
NOTE: Contract Booklets

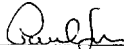
The company agrees to supply one contract booklet to all bargaining unit employees.


**SIGNED ON BEHALF OF  
THE COMPANY**

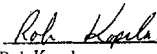
**SIGNED ON BEHALF OF  
THE UNION**

  
Bernie McClafferty  
Senior Vice-President of Manufacturing

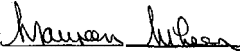
  
Alf Dwinnell  
Local 9393 Union President

  
Paul Sova  
Manager of Production Centrifugal

  
Shawn Beers  
Local 9393 Union Vice-President

  
Rob Koprla  
Manager of Production Sand

  
Ian Douglas  
Local 9393 Union Recording Secretary

  
Maureen McLean  
Employee Relations

  
Rick Fagan  
Local 9393 Negotiating Committee

  
John Chamelot  
Staff Representative

Signed at Orillia this 25<sup>th</sup> day of November, 1995.

**SCHEDULE 'A'**  
**WAGES FOR PERIOD**  
**January 1, 1996 to December 31, 1997**

Group Classification		Wage Rate 1996	+2% Wage Rate(*)	Wage Rate 1997	+2% Wage Rate(*)
1	Janitor Labourer Grinder #2 Melter #5 Blast Operator Shell Operator #3 Stores Attendant Torch Cut-off #2	13.27	13.54	13.60	13.88
2	Crane Operator #2 Power Vehicle Operator Shipper #2 Truck Driver #2 Grinder #1 Melter #4 Receiver Sand Operator #2 Pourer #2 Pattern Repair Person Sand Lab Technician C.C. Operator #3	13.65	13.93	13.99	14.28
3	Shell Operator #2 Heat Treat Operator #2 Press Operator Clerk Do-Ail Operator Coremaker #2 Sand Operator #1 Crane Operator #1 Melter #3 Laboratory Technician #3	14.04	14.33	14.40	14.69
4	Pattern Inspector Torch Cut-Off #1 C.C. Operator #2 Moulder #3 Pourer #1 Machine Operator #1 Upgrade Welder #3 Laboratory Technician #2	14.32	14.61	14.68	14.98

**SCHEDULE 'A'**  
**WAGES FOR PERIOD**  
**January 1, 1996 to December 31, 1997**

Group Classification	Wage Rate 1996	+2% Wage Rate(*)	Wage Rate 1997	+2% Wage Rate(*)
<b>5</b> Metallurgical Assistant Shipper #1 Laboratory Technician #1 Heat Treat Operator #1 Shell Operator #1 Maintenance Stores Technician	14.68	14.98	15.04	15.35
<b>6</b> Melter #2 C.C. Operator #1 Inspector #2 Upgrade Welder #2 Caremaker #1 Moulder #2 Mechanic #2	14.94	15.25	15.32	15.63
<b>7</b> Upgrade Welder #1 Pull-Bore Operator	15.30	15.61	15.68	16.00
<b>8</b> Melter #1	15.61	15.93	16.00	16.33
<b>9</b> Inspector #1	16.03	16.36	16.43	16.77
<b>10</b> Moulder #1 Electrician #2 Machinisi NDE #2 Fabricaion Welder #2	16.48	16.82	16.90	17.24
<b>11</b> Mechanic #1	17.26	17.61	17.69	18.05
<b>12</b> Journeyman Machinist N.D.E. #1 Electrical Technician Fabrication Welder #1 Electrician #1 Patienmaker Machineshop Assembly Inspector	18.05	18.42	18.50	18.88

(\*)Wage Rate ~~is~~ 2% to be paid as per Article 16.03 (Annual Savings Plan)  
**Lead Hand: .50 - .75¢** above his/her classification at Company discretion.  
 Technologist: \$13.54 - \$18.42 at Company discretion in 1996.  
 \$13.88 - \$18.88 at Company discretion in 1997.

**SCHEDULE 'B'**  
**PLANT SAFETY RULES**

1. All plant working personnel shall wear approved steel-toed boots c/w metatarsal protection. Exceptions are main office personnel who shall be required to wear steel-toed shoes upon entering any plant area. Visitors shall be exempt from this condition.
2. The wearing of approved hard hats, safety glasses c/w sideshields and hearing protection shall be mandatory for all plant working personnel and any main office personnel whose duties keep them in plant areas for extended periods. **All** visitors shall be required to wear approved hard hats and safety glasses c/w sideshields. Hearing protection will be made available upon request.
3. Additional items of personal protective equipment shall be worn where specified by department procedure.
4. The possession or use of intoxicating liquor or drugs while on company property is forbidden as is working while under the influence of liquor or drugs.
5. Running ~~or~~ horseplay will not be allowed on company property.
6. All personnel working with or near molten metal operations shall wear aluminized clothing

which shall include knee high spats, mitts and full length coats.

7. Radiation warning barriers must not be crossed at any time.

8. Defective tools, machines, materials or equipment will not be used and shall be reported immediately to the department supervisor concerned.

9. Machines or equipment shall not be operated unless the specified guards and/or protective devices are properly attached and functioning.

10. Employees shall not repair, alter or perform work on any equipment unless they have received prior written authorization and appropriate training to do so.

11. Loose or torn clothing, neckties, gloves or other similar apparel which might involve the risk of entanglement, shall not be worn near moving machinery.

12. Employees with long hair shall keep it safely under control by tucking it under hard hats or by using appropriate hair nets.

13. Rings shall not be worn while working in the plant.

14. Compressed air and compressed air equipment shall not be used to blow dust or other sub-

stances from the clothing worn by a worker or, in such a manner to endanger any worker.

15. Fire equipment shall not be used for any purpose other than fighting fires. Whenever such equipment has been used it must be reported immediately to the supervisor of the appropriate department.

16. No employee shall enter a confined space without first, testing the space for hazardous conditions and completing an entry work permit which shall be approved by the appropriate department supervisor.

17. All injuries (including minor ones) shall be reported immediately to the workers' supervisor and the health and safety department.

18. Lock-out procedures must be in effect before repairs or similar work is performed on machines and electrical equipment.

19. Smoking while on company property will be restricted to the designated areas.

20. All contractors undertaking project work for the corporation shall be required to wear approved steel-toed safety boots, hard hats and safety glasses c/w sideshields. In addition, contractors will be required to fulfill all applicable duties and responsibilities under current health and safety legislation as it relates to the project work being undertaken.



## **ARTICLE 7 - SITE WORK**

### **7.01 Statement of Purpose**

When Hourly Employees are requested to and agree to travel to a Customer's site to perform work the following specific allowances will be granted. It is mutually understood that this Article covers only Employees who perform designated work at a site and is not relevant in reference to site visits for observation or other purposes.

### **7.02 Travel to and from Site-Work**

The Company will be responsible for the means of transportation and payment thereof. When travel is required during a regular work-day, Employees will be paid at that regular site rate as defined in 7.04 for the actual hours incurred in travelling. If this travel time exceeds 8 hours, overtime rates will apply as defined in Article 6. When the travel time **is** less than 8 hours, the Employees shall receive the balance as a make-up allowance.

When employees are required to travel on Weekends or Statutory Holidays, the overtime premium as defined in Article 6 shall apply from a designated start-time to arrival at site with no make-up for trips under 8 hours.

### **7.03 Normal Working Hours**

Normal working hours for site work will be 5 weekday shifts of 8 hours duration. Shifts can be Dayshift, Afternoons or Nightshift dependant upon the circumstances but would normally be contained to no more than two i.e. Dayshift and Afternoon Shift. Premiums for second and third shift would be defined in Article 6.07.

### **7.04 Rates of Pay**

Employees engaged in site work will be paid their Regular Hourly Rate plus a premium of \$1.75 per hour. This premium will not be recognized as a separate allowance for the calculation of overtime etc. but rather an integral part of the Employees Base Rate.

### **7.05 Overtime**

Overtime premiums will be paid at normal Plant Overtime rates as defined in Article 6 for all hours worked in excess of 8 hours on weekdays and Saturdays, Sundays and Statutory Holidays.

### **7.06 Accommodation Expense**

The Company will pay for a single room in a Hotel or Motel for each Employee. Additional expenses charged to the room will be the Employees responsibility.

### **7.07 Daily Allowances**

Daily Allowances for which no receipts are required as follows:-

Meals:	\$47
Expenses:	\$22
Total:	\$69

The daily expenses will be given to the Employee in a Cash Advance for the anticipated duration of the site work. Should this period change, the Employee will re-imburse the Company or the Company provide a further Cash Advance dependant upon a shorter or longer term of work.

Daily expense allowance covers Tips, Laundry and other miscellaneous small items.

### **7.08 Telephone Calls**

Allowance will be given for reasonable telephone calls to the Employees Homes. Excessive calls will be deemed part of the Employees Daily Expenses. When/if such a situation occurs, it will be reviewed in light of all the circumstances and an agreement reached with the Employee, his Employee Representative and the Department Manager.

### **7.09 Weekends**

Due to the Operating Conditions at certain sites, it may be possible that during their site tenure, no work will be required on Weekends. In that event, Employees would be paid at the normal Shift rate with no overtime premium. This clause would only apply when overtime was not available and is not subject to the interpretation that Employees can refuse overtime and still receive payment as described above.

### **7.10 Conduct at Site**

Employees engaged in site work are Ambassadors of the Corporation and they must comply totally with all of the Site's Rules and Regulations from Safety to General Conduct. Employees who breach these rules will be removed from the site and returned to their normal Plant occupation.

January 27, 1995.

To: R. Fagan

c.c.: P. Sova, R. Kopra, M. McLean,  
R. Higgs, S. Gear, Y. Sasaki.

From: B. McClafferty

Subject: **Letter of Intent # 95-02:  
Updating of Hourly Employees  
Job Descriptions**

This Letter of Intent is to confirm Managements Agreement to update all Hourly Employees' Job Descriptions. Our Target completion for this task will be July, 1995. The updating will be completed by the Area Supervisor with input from Department Manager and the Employee Relations Department.



B. McClafferty  
Senior Vice President  
Manufacturing

January 27, 1995.

To: R. Fagan.

c.c.: P. Sova, R. Koprla, M. McLean,  
R. Higgs, S. Gear, Y. Sasaki.

From: B. McClafferty

Subject: **Written Reprimands:  
Letter of Intent # 95-01**

From our discussion at the joint Management/Employee Association Meeting of January 25, 1995, Written Reprimands for relatively minor offences shall be removed from an Employees' File after a 12 month period provided there are no other written reprimands for the same or another infraction of Company Rules. This provision does not extend to major infractions such as Vandalism, Fighting, serious insubordination etc. where the reprimand will be **kept** in the Employees' file for a three (3) year period.

In the event that a Written Reprimand of the minor type is, inadvertently not removed from the Employees' File in the time-period prescribed, it will not be used against that employee in relation to problems encountered outwith the 12 month period.



B. McClafferty  
Senior Vice President  
Manufacturing

February 3, 1994.

To: R. Fagan.

c.c.: P. Sova, R. Koprla, R. Higgs, S. Gear,  
A. Kizilirmakli, All Supervisors, S. VanNess.

From: B. McClafferty

Subject: **Letter of Understanding -  
Overtime Premium**

With the introduction of the three-shift system an anomilie has arisen with regard to a second shift employee who has been requested to work overtime at a weekend period. The only hours he can so work are on the Friday, either on first or second shift and similarly on the Saturday. This is because his regular shift starts on the Sunday at 3:30 p.m. Therefore, under the current Collective Agreement he receives overtime premiums of time and one-half only for both days. A Dayshift employee on the other hand receives time and one-half for the Saturday and Double-time for the Sunday. This is seen to be unfair. To resolve the situation, a premium of double-time will be paid for the second weekend day i.e. the Saturday. It is recognized that overtime premiums will not pyramid i.e. we will not pay double-time for a Saturday and double-time for a Sunday in the same weekend period.



B. McClafferty  
Senior Vice President  
Manufacturing

**LETTER OF UNDERSTANDING**  
BETWEEN  
**KUBOTA METAL CORPORATION**  
**FAHRAMET DIVISION**  
**AND**  
**UNITED STEELWORKERS OF AMERICA,**  
**LOCAL 9393**

- 1) The parties recognize that supervisors have been performing bargaining unit work at Kubota for many years and as such, the parties agree that this practice may continue for the supervisors currently employed with the company as of the date of signing of this agreement.
- 2) The parties further agree that article 2.02 will only be applicable to supervisors who are placed on the job **or** hired for that position after the date of the signing of this letter.
- 3) The parties further agree that with respect **to** the present supervisors, the following will apply:

“Supervisors whose regular jobs are not in the bargaining Unit shall not work on any jobs which are included in the bargaining unit *to* the extent that it will result in a lay-off or delay the recall of bargaining unit employees or when lay-offs are in effect in their particular department except for the purpose of instruction, experimentation or emergencies.”



4) The parties understand and agree that the contract language as indicated in #3, above is applicable for current supervisors only and management staff over and above the rank of supervisors will not perform bargaining unit work except as described in article 2.02.

SIGNED ON BEHALF OF  
THE COMPANY

SIGNED ON BEHALF OF  
THE UNION

<u>Robert Kopala</u>	<u>[Signature]</u>
<u>[Signature]</u>	<u>Alf D. [Signature]</u>
<u>[Signature]</u>	<u>[Signature]</u>

Signed at Orillia this 15<sup>th</sup> day of NOVEMBER, 1995.

September 28, 1995.

To: John Chamelot  
Staff Representative,  
United Steelworkers of America

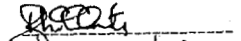
c.c.: P. Sova, R. Koprla, M. McLean.

Subject: **Letter of Understanding  
re: Weekend Shifts**

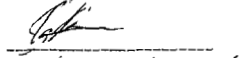
The Kubota Metal Corporation and the United Steelworkers of America agree that notwithstanding Articles 9.01 and 9.02 of the proposed Collective Agreement, the Company may elect to continue the practice of certain departments working a compressed weekend shift of 3 days X 12 hours per day as its prerogative. Premiums will be as detailed in Article 9.08 except for the hours exceeding ten (10) on the Friday and Saturday where the premium will be time and one half and the hours exceeding ten (10) on Sunday where the premium will be double time.

The company will endeavour to fill this shift on a voluntary basis from the employees within the Department. Where this is not possible, the Company will designate sufficient manpower to meet its needs from the aforesaid employees.

SIGNED ON BEHALF OF  
THE KUBOTA METAL  
CORPORATION

  
\_\_\_\_\_  
Robert Kondo  
\_\_\_\_\_

SIGNED ON BEHALF OF  
THE UNITED  
STEELWORKERS OF  
AMERICA

  
\_\_\_\_\_  
Alf W. Wainwright  
\_\_\_\_\_

Dated, at Orillia this 15<sup>th</sup> day of NOVEMBER, 1995

