

SOURCE	Cie		
EFF.	2002	12	01
TERM.	2005	11	30
No. OF EMPLOYEES	300		
NOMBRE D'EMPLOYES	JK		

COLLECTIVE AGREEMENT

Between

BRAKE PARTS CANADA INC. – SUDBURY PLANT
(hereinafter called the "Company")

- And -

UNITED STEELWORKERS OF AMERICA, LOCAL 2020
(hereinafter called the "Union")

11265 (04) ¹

11265-04

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EFF.	2002 12 01
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December 1, 2002 to November 30, 2005

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ARTICLE 1 -PURPOSE OF AGREEMENT

- 1.01 The parties agree that it is mutually beneficial and desirable to continue to promote and develop a harmonious relationship, to maintain equitable earnings, labour standards, wage rates, and working conditions to obtain efficient operations, to protect the safety and health of employees and to provide machinery for the adjustment of disputes which may arise between the parties, without interruption of work.

ARTICLE 2-RECOGNITION

- 2.01 The Company recognizes the Union as the sole collective bargaining agency for all plant employees of the Company at its Iron Foundry operation in Sudbury, save and except forepersons, persons above the rank of foreperson, clerical, office, and sales staff and students employed during the summer school vacation period.

For the purposes of clarity, the parties agree that the term “summer school vacation period” shall be between May 1st and August 3 1st of each year.

Labourers and Production Trainees shall have preference in work assignments within a department over students.

The Company may hire students outside the summer school vacation period ~~as~~ defined in Article 2:01 for the purpose of performing bargaining unit work for the period commencing on Friday at 11:00 p.m. and ending on Sunday ~~at~~ 11:00 p.m. ~~only~~.

Such work will be offered to students only after the available work is offered to all permanent full-time employees.

Students employed under this clause shall be subject to the terms of the Collective Agreement except for Article

7,8,9,10,12,13,14,17,20,22,23,24,26 and 27 and shall not have the right to grieve their termination of employment.

The Company agrees to give consideration to the child of an employee before hiring the students.

The Company agrees to provide the Unit President the number of students who worked the month before, the amount of time worked and the departments where they worked.

Notwithstanding the above, the Company shall not have the right to employ students under this clause when there are bargaining unit employees on lay off.

The use of students under this clause may be terminated by either party upon receipt of no less than 30 calendar days written notice of its desire to discontinue the use of students.

The Company shall designate to each student the period of employment when being hired; a copy shall be submitted to the Union.

- 2.02 The Company agrees that in normal circumstances employees excluded from the bargaining unit shall not perform work normally performed by employees covered by the collective agreement.

The Company shall therefore, restrict the performance of bargaining unit work by non-bargaining unit employees to situations involving instruction, experimentation (including the development of new products, methods, or operations), emergency work, and other circumstances where bargaining unit employees are not at work and readily available.

For the purpose of the above, the term “not at work and readily available” shall mean where bargaining unit employees cannot be contacted and brought in within one shift.

- 2.03 The Company agrees that the Union has an understandable concern over “contracting out” by the Company because of its

potential effect upon such matters as job opportunity for the employees.

The Company will, therefore, having due regard to the availability of equipment, engineering, skills, manpower, supervision and services and to operating efficiency and to the time to do the work, attempt to minimize the amount of work to be “contracted out” during this Agreement. The Company further agrees that where practical, it will meet as necessary, with the President of the Local Union or his designate to discuss information concerning its “contracting out”.

Where practical, the Company will endeavour to provide the Local Union President or his designate with information describing the work to be contracted out, the estimated start and completion dates of the work, the estimated number of contractor’s employees and the reason(s) for contracting the work out, prior to the start of any such contract work.

Consistent with this Article, the Company shall have the right to contract out work it deems necessary. However, such contracting out shall not be done if it results in the lay off of licensed skill trades classified employees.

ARTICLE 3 - DISCRIMINATION

- 3.01 The Company and the Union agree that there will be no discrimination against any employee because of race, creed, colour, national origin, sex, or because of his activity or lack of activity in the Union. Whenever the masculine gender is used, it shall be deemed to include the feminine where the context so requires.
- 3.02 The Company agrees it shall not interfere with, restrain, coerce or discriminate against employees in their lawful right to become and remain members of the Union and to participate in its activities.
- 3.03 Sexual Harassment The Employer and the Union agree that there shall be a working environment, which is free from sexual

harassment. For the purpose of this clause, sexual harassment means:

- A. Unwanted sexual ~~attention~~ of a persistent or abusive nature, made by a ~~person~~ who ~~knows~~ or ~~ought~~ reasonably to know that such attention is unwanted or
- B. Implied or expressed promise of reward for complying ~~with~~ a sexually oriented request;
- C. Implied or expressed threat or ~~reprisal~~, ~~m~~ the form either of actual reprisal or the denial of opportunity, for refusal to comply ~~with~~ a sexually oriented request; or
- D. Sexually oriented remarks and behaviour, which ~~may~~ reasonably be perceived to create a negative psychological and emotional environment for work and study.

~~An~~ employee may report a complaint to a joint committee, which shall consist of one Company representative and one Union representative. ~~The~~ complaint shall be investigated in a confidential manner and ~~the finding~~ with recommendations for ~~a~~ satisfactory resolution shall be submitted to the affected employee. ~~All~~ information of the ~~committee~~ respecting the complaint, investigation, report or other pertinent information shall be confidential. Nothing shall prevent ~~any~~ employee from pursuing his or her complaint through the available legal procedures or the government procedure.

ARTICLE 4 - MANAGEMENT RIGHTS

4.01 ~~The~~ Union acknowledges that it is exclusively the function of the Company to:

- A. Maintain order, discipline ~~and~~ efficiency;
- B. Hire, discharge, direct, classify, transfer, promote, demote, lay off and suspend or otherwise discipline employees subject to the provisions ~~of this~~ agreement provided that ~~a~~ claim ~~of~~ discriminatory promotion, ~~demotion~~ or lay-off, or

that an employee who has acquired seniority has been suspended or discharged without just cause may be treated as a grievance as provided under the Grievance Procedure;

- C. Maintain and enforce reasonable rules and regulations governing the conduct of the employees; and
- D. Generally to manage the industrial enterprise and, without restricting the generality of the foregoing, to determine number of personnel required from time to time, the standards of performance for all employees, the methods, procedures, machinery, and equipment to be used, schedules of production, the engineering and designing of its products, the control of materials and parts to be incorporated in products produced, the products to be handled, and all other matters concerning the Company's operations not otherwise specifically dealt with elsewhere in this agreement.

- 4.02 The Company agrees that these functions will be exercised in a manner consistent with the provisions of this agreement.

ARTICLE 5 - UNION SECURITY

- 5.01 **As** a condition of employment all employees must become and remain members of the Union in good standing, upon completion of probationary period. The Company shall, during the life of the agreement, as a condition of continued employment, deduct from the pay due to each such employee, a sum equal to Union dues in an amount certified by the Union to the Company to be currently in effect, according to the Union Constitution, and remit the same prior to the 15th day of the month following in which such deductions are made, to the International Treasurer of the Union. The Company agrees to send a copy of the dues check-off to the International Staff Representative at 92 Froid Road, Sudbury, Ontario. The Company shall, at the time of making each such payment to the International Treasurer of the Union, name the employees from whom such deductions are made. Deductions from each employee, including probationers

entering the employment of the Company shall commence with the first pay cheque received from the Company.

- 5.02 In consideration of the deducting and forwarding of Union Dues in accordance with the foregoing, the Union agrees to indemnify and save the Company harmless against any claim or liability that may arise out of or by reason of deductions made or payments made in accordance with this Article.
- 5.03 During the employee's initial week of employment each employee shall be introduced to the Union Steward and Union Health & Safety Committeeman in his area and they shall be allowed up to one (1) hour in privacy, with no loss of pay for the purpose of familiarization, including safety procedures. In addition, new employees will be given a copy of the Collective Agreement at this time. The Company shall identify probationary employees on the Seniority List with a "P".
- 5.04 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.
- 5.05 The Company agrees to record total Union dues deductions paid by each employee on his T-4 Income Tax Receipt.

ARTICLE 6 - GRIEVANCE PROCEDURE

- 6.01 The Company acknowledges the right of the Union to appoint or to otherwise select from the employees in the bargaining unit up to fourteen (14) stewards, one who shall be the Grievance Committee Chairman, to assist the employees in presenting their grievances to the Company and deal with other matters relating to the administration of the current agreement, providing that only stewards with grievances they are assisting in, and the Grievance Committee Chairman shall be present at such meetings. Such stewards shall be assigned to shifts and zones within the plant.

A steward shall be allowed time off during his shift with permission from his immediate supervisor to investigate a grievance or complaint on the job and such permission shall not be unreasonably withheld.

The plant Grievance Committee Chairman and steward attending grievance meetings with the Company (excluding arbitration hearings) shall not suffer any loss of base rate earnings including shift premium.

The Company further agrees to assign the Unit President to steady day shift except where production difficulties may require a temporary shift assignment. Such **temporary shift assignments shall not exceed 14 calendar days per assignment.**

In the event of a layoff that the Unit President shall be the last employee laid off notwithstanding Article 8.

6.02 Definition. A grievance shall be defined to be any dispute submitted by an employee, the Union, the Company or a steward involving an alleged violation of the express provisions of this Agreement (including disputes involving the application of discipline) or involving the interpretation, application or administration of the provisions of this Collective Agreement or any applicable Legislation (including any question as to whether any matter is arbitrable). The parties agree to settle all grievances **as** set forth below.

6:03 Grievance Procedure

Step 1. It is the mutual desire of the parties hereto that complaints of employees shall be adjusted **as** quickly as possible and it is understood that an employee has no grievance until he has first given the Company **an** opportunity of adjusting his complaint. If an employee, who may request the assistance of a steward, has a complaint which he wishes to discuss, the employee shall take the matter up with his immediate supervisor within seven (7) calendar days after circumstances giving rise to the complaint have originated or occurred. The immediate supervisor will investigate the alleged grievance and give the employee an answer within five **(5)** calendar days. If the

immediate supervisor fails to give an answer within five (5) calendar days, the grievance is assumed to be denied

The Company and the Union agree that **any** settlement of a Step 1 grievance will not establish precedent.

Step 2. If not settled at Step 1, the grievance shall be submitted to the aggrieved employee's Department Manager (or designee) within seven (7) calendar days following receipt of the reply from the Supervisor at Step 1. The grievance will be reduced to writing and shall include the nature of the grievance, the section(s) of the Collective Agreement, which the grievor feels, was violated and the remedy sought. The grievance shall be signed by the aggrieved employee and the employee's steward. The grievance shall be discussed with that Department Manager (or designee), the aggrieved employee and the aggrieved employee's steward (if the employee so desires). The Department Manager (or designee) will investigate the alleged grievance and give the employee an answer within seven (7) calendar days. If the Department Manager (or designee) fails to give an answer within seven (7) calendar days, the grievance is assumed to be denied.

Step 3. If not settled at Step 2, the grievance shall be submitted to the Plant Human Resources Manager within seven (7) calendar days after the reply of the Department Manager (or designee).

The Plant Human Resources Manager (or designee) will discuss the grievance with the Unit President (or designee), the Grievance Committee Chairman (or designee) the Union Steward (or designee), and the aggrieved employee at a time mutually agreeable to the parties and give a reply within seven (7) calendar days after the close of the discussions. Step 3 meetings will normally take place on Friday of each week at a time mutually agreed upon by the parties. It is understood that the International Staff Representative may attend at the request of either party.

Policy grievances, group grievances and grievances involving the termination or layoff of employees, may be filed directly at

Step 3 within ten (10) calendar days after the alleged violation was committed or when the Union or the Employee learned or may reasonably have been expected to learn of the alleged violation.

Arbitration. In the event a grievance remains unsettled after Step 3, the grievance may be appealed in writing to arbitration and a copy furnished to the other party within thirty (30) calendar days after receipt of the reply of the Step 3 decision.

No matter may be submitted to arbitration, which has not been properly carried through all requisite steps of the grievance procedure.

The Arbitration Procedure incorporated in this Agreement shall be based on the use of a single Arbitrator selected on a rotating basis from the following panel:

- | | |
|-----------------|-------------------|
| 1. Ian Hunter | 2. Gordon Simmons |
| 3. Louisa Davie | 4. Wesley Rayner |

The Arbitrators shall act singly and in rotation with respect to each successive grievance that is referred to Arbitration.

Any of the above Arbitrators can be used out of rotation by mutual agreement between the union and the company.

In the event an arbitration is cancelled for any reason, the arbitrator selected for such arbitration shall be selected to act singly for the next arbitration prior to continuing in the rotation.

The arbitrator shall not be authorized to make any decisions inconsistent with the provisions of this agreement, or to alter, modify, add to, or amend any part of this agreement.

The decision of the arbitrator shall be rendered in writing as expeditiously as possible and shall be final and binding upon the Company, the Union and the employee(s) involved.

Where a single arbitrator is appointed, the Company and the Union will share the expenses and fees of the arbitrator equally.

- 6.04** The Company and the Union have agreed that time is of the essence under the **Grievance/Arbitration Procedure**, **and** if any time limit at Step 3 or Arbitration is not complied with, the grievance will automatically be decided against the party who fails to comply with such limits. At all steps of the **Grievance/Arbitration** procedure the parties may mutually agree upon an extension of the time limits.
- 6.05** Except for grievances involving pay calculations, no remedy effected under the grievance or arbitration procedure shall be made retroactive prior to five **(5)** calendar days of when the grievance was submitted to Step 1.
- 6.06** When an employee is called in for **an** interview with supervisory personnel or management, if he is to be disciplined he shall have the right to have a steward present and a copy of any discipline will be given to the employee and the Union within five **(5)** days.
- 6.07** Discipline
- A. The Company retains the right to discipline employees for just cause, however, the Company and the Union agree that records of disciplinary action will not be cited in future disciplinary actions provided the employee remains discipline free for twelve (12) months following the date of the last discipline issued.
- B. An employee will be allowed to review his/her disciplinary record once every twelve- (12) months. In addition, **an** employee will be allowed to review his/her personnel file once during the term of this agreement upon written request to the Human Resources Department. Such review of the personnel file shall be done on employees' off shift.

C. The Company shall allow the affected employee to ~~work~~ through a suspension without any loss of earnings except in case of serious offences or infractions, which may or may not require an investigation.

ARTICLE 7-DISCHARGE CASES

7.01 It is recognized that probationary employees ~~may be~~ released for reasons less serious than in the case of the discharge of an employee who has completed his probationary period and, accordingly, the release of a probationary employee will not be subject to the grievance procedure.

A claim by an employee who has completed his probationary period that he has been unjustly discharged shall be treated as a grievance if a written statement of such grievance is lodged with the Company at Step 3 within five (5) calendar days after the discharge is effected. Such special grievance may be settled under the grievance or arbitration procedure by:

- A. Confirming the Company's action in dismissing the employee;
- B. Reinstating the employee without loss of seniority and with full compensation for the time lost; or
- C. By any other arrangement which may be deemed just and equitable.

ARTICLE 8-SENIORITY

8.01 An employee will be considered on probation and will not be subject to the seniority provisions of this agreement until he has completed sixty (60) days worked with the Company. On completion of such probationary period the employee shall receive seniority starting with his date of hire but in no case shall seniority predate the date of hire. Employees who are serving their probationary period under Article 8.01 will be enrolled in the Company's Group Insurance Benefit Plan after three (3) consecutive months of active employment with the Company

Seniority shall be based on length of continuous service, and except as otherwise specified in the Collective Agreement, the parties recognize that seniority is the principle of granting preference in matters relating to employment.

- 8.02** The Company agrees to post on the bulletin board the seniority list showing the names of each employee within thirty (30) days following execution of this agreement. After such posting, each such list shall become final with respect to the employees designated therein, except as to any employee who disputes, under the grievance procedure, the accuracy of his seniority date within ten (10) working days after the list is posted. The Company agrees to post up-to-date seniority lists once every three (3) months thereafter and provides one (1) copy for each steward and sends one (1) copy to the Union.
- 8.03** **Loss Of Seniority** An employee shall lose all seniority and shall be deemed to have quit on the following basis:
- A.** Voluntarily quits the employ of the Company.
 - B.** Is discharged and the discharge is not reversed through the grievance procedure or arbitration.
 - C.** Is laid ~~off~~ and fails to return to work within seven (7) calendar days after he has been notified to do so by the Company by registered mail to the employee's last known address on the Company's records, unless his failure to return within seven (7) calendar days is for a reason satisfactory to the Company for the absence.
 - D.** Is absent for three (3) consecutive working days without notifying the Company unless he provides a reason satisfactory to the Company for the absence.
 - E.** Is absent due to lay-off for a period in excess of the length of his seniority or 12 months, whichever is less. For employees with (3 three) years' seniority, this period will be extended to twenty-four (24) months, and for employees

with ten (10) years' seniority, the period will be extended to thirty (30) months.

- F. Is absent due to illness or non-occupational accident for a period in excess of one (1) year. For employees with ten (10) years' seniority, this period will be extended to thirty (30) months.
- G. Utilizes a leave of absence for purposes other than those for which the leave of absence may be granted. It is agreed that a leave granted for a specific purpose shall be deemed to have the duration of the time granted.

8.04 It shall be the duty of employees to notify the Company promptly of any change in address. If an employee fails to do so, the Company will not be responsible for failure of a notice to reach such an employee.

8.05 **Layoff and Recall.** In all cases of promotion (except promotion to positions excluded **from** the bargaining unit) and in all cases of decrease or increase of working force, the following factors shall be considered by the Company:

1. Seniority.
2. Knowledge, efficiency, and ability to perform the work.
3. Physical fitness.

When factor (2) and (3) are relatively equal, factor (1) shall govern.

The Company agrees to list the qualifications required, the shift schedule and the wage rate on all job posting notices.

8.06 In all cases of lay-off and recall from lay-off, seniority shall apply, providing the Company is not prevented from maintaining a working force of employees who are qualified and willing to perform the normal requirements of the jobs available. Employees recalled **from** lay-off within ninety (90) calendar days of the

layoff will be returned to their formerly held position (held by posting) prior to the layoff if still available. If the layoff exceeds ninety (90) calendar days and the Company recalls employees to work, all vacancies created by the layoff will be posted plant wide. It is understood that probationary employees shall be laid ~~off~~ first.

8.07 Short Term Layoff. Notwithstanding Section 8.06, the Company may lay-off employees without regard to seniority in the event of breakdowns or other operating difficulties where:

- A. Immediate action is required.
- B. Employees qualified to ~~perform~~ the remaining work are available.
- C. A period of time is required to correct the breakdown or operating difficulty.
- D. There is no absolute knowledge that the breakdown or operating difficulty was going **to** occur.
- E. The employees at work are gainfully and productively employed.
- F. Employees from other shifts who are not involved are not affected.
- G. Employees remaining at work are assigned to work where necessary.
- H. Employees who volunteer to leave work have no impact on this article.
- I. **Employees** who, if affected by the operating difficulty or breakdown lose hours of work, will at the earliest practical opportunity be offered available overtime work for which they are qualified. Such overtime need not be an equitable distribution.

It is understood and agreed that such lay-off without regard to seniority shall be limited to a period of twenty-four (24) hours following the completion of the shift in which the difficulty arose.

It is further understood and agreed that the Company shall be limited in exercising this waiver of seniority to a maximum of three (3) occasions per employee in each contract year of this agreement.

8.08 Job Postings

- A. The Company agrees that it will post vacancies in classifications, as defined in each group under 25.02 and 25.03. A vacancy shall be an opening caused by other than sickness, accident or vacation which is expected to last in excess of thirty (30) days. A notice will be posted on the bulletin board describing the vacancy for a period of five (5) calendar days. The Company will receive applications from employees on the seniority list through interested employees signing the notice during the five- (5) day period.
- B. The successful applicant shall be selected in accordance with the criteria in Section 8.05. The Company shall post the name of the successful applicant within three (3) days following the posting period. When identifying the successful applicant, the Company shall forward a copy of the job posting, including all applicants and the successful applicant to the Union.
- C. It is recognized that the Company has the right to fill any vacancy on a temporary basis pending the selection, if any. Provided, however, an employee assigned to fill any vacancy on a temporary basis, such ability gained to perform the job during this period shall not be used against any other employee when a selection is made to fill a permanent vacancy. In the event that an employee is temporarily transferred for the convenience of the Company and such transfer is one (1) or more hours uninterrupted, the employee shall be paid at his rate or the rate of the job

whichever is higher. This provision shall not apply in a lay-off or recall situation or in respect of production trainees.

- D. Any applicant selected in accordance with this article shall be given a reasonable opportunity to confirm his suitability for the job. It is agreed where an applicant has failed to prove his suitability he shall revert to his former classification without prejudice providing not more than twenty (20) working days have elapsed since the time of the transfer, or, if the applicant so desires, he may revert back to his former classification without prejudice providing not more than ten (10) working days have elapsed since the time of the transfer.
- E The Company need not consider any applicant for any posting who has exercised his right under 8.08(d) within the four- (4) month period preceding the vacancy and for six (6) months on the job where his rights were exercised.
- F. Vacancies will be posted plant-wide. If in the opinion of the Company there are no qualified applicants to fill the vacant position the Company shall have the right to hire from outside.
- G An employee transferred out of the bargaining unit shall maintain and accumulate seniority he had in the bargaining unit for a period of six (6) months. After this period, he will lose all bargaining unit seniority if he remains outside the bargaining unit. In the event he returns to the bargaining unit after the six- (6) month period, he will be considered a new hire.
- H. The successful applicant will receive the job rate or his rate, whichever is higher, not later than twenty (20) days after the posting or when he is assigned to the job, whichever is sooner. Further, the successful applicant will be assigned to the job within forty-five (45) days of the posting of his name.

8.09 Temporary Vacancies

- A. For any temporary vacancies of less than forty-five (45) days' duration, as between two or more available employees in a department, the most senior shall be given preference.
 - B. Vacancies caused by sickness or accident expected to last in excess of forty-five (45) days will be posted. Vacancies resulting from the posting will be filled by assignment. **The Company shall advise the Unit President or his designate when a temporary vacancy occurs and identify which employee has been assigned to fill the temporary vacancy.**
- 8.10 Production Trainees who are trained on a position **and** who work one (1) or more hours on that position under normal supervision will be paid the higher rate of pay for all hours worked.
- 8.11 Within a job classification, it may be necessary to assign employees **to** a different shifting schedule. Where there is no increase in the number of employees within the job classification, such assignment will be by seniority.
- 8.12 The Company agrees to provide notice of layoff or pay in lieu of notice to employees on the following basis:
- | <u>Seniority</u> | <u>Notice</u> |
|--|---------------|
| Up to 3 months service | no notice |
| 3 months but less than 2 years service | 1 week |
| 2 years but less than 3 years service | 2 weeks |
| 3 years but less than 4 years service | 3 weeks |
| 4 years but less than 5 years service | 4 weeks |
| 5 years but less than 6 years service | 5 weeks |
| 6 years but less than 7 years service | 6 weeks |
| 7 years but less than 8 years service | 7 weeks |
| 8 or more years service | 8 weeks |

ARTICLE 9-BEREAVEMENT PAY

- 9.01 In the event of a death in the immediate family of an employee covered by this agreement, the Company agrees to grant time off and to make up the employee's base rate pay (exclusive of premiums) for any absence up to a period of three (3) consecutive working days of the employee for the purpose of bereavement. Such time shall be regularly scheduled working

days of the employee which must be taken by the employee on the day of the funeral and immediately before or immediately after the day of the funeral. In the event that the day of the funeral falls on the employees regularly scheduled day off, the employee is required to take the time immediately before or immediately after the day of the funeral. Immediate family shall mean father, mother, spouse, brother, sister, child, mother-in-law, father-in-law, grandparents, brother-in-law and sister-in-law **and grandchild.**

In the event of the death of a member of an employees' immediate family occurring during the employees scheduled vacation, the lost vacation days will be rescheduled at a mutually agreeable time between the employee and the Company.

9.02 In the event of the death **of a** grandparent-in-law, son-in-law and daughter-in-law the Company agrees to grant one (1) day's leave to attend the funeral and compensate the employee for lost pay at the employee's base rate (exclusive of any premiums) for said day.

9.03 Unless **an** employee otherwise identifies his spouse, for the purposes of this article "spouse" shall be the person designated by the employee as his spouse on the employee's group insurance transaction card.

ARTICLE 10- JURY OR WITNESS DUTY

10.01 **An** employee who is called for jury duty or as a witness subpoenaed to a criminal or civil proceeding who is not a defendant or plaintiff and who as a result thereof loses time **from** work, shall receive for each day so lost their applicable pro-rated daily or hourly rate. Prior to being paid, the employee is required to furnish certificate of service signed by the Clerk of the Court.

ARTICLE 11- PAY ON DAY OF INJURY

11.01 The Company agrees that an employee who is injured at work in the course of his employment shall be entitled to payment for the

balance of his regular scheduled shift at his base rate plus shift premium.

ARTICLE 12- CALL OUT TIME

- 12.01 An employee who has left the Company premises and who is called back to work outside of his regular scheduled hours shall be paid at the appropriate overtime rate for all work performed with minimum of four (4) hours' pay at his base rate, provided he has completed his previously scheduled shift, and except to the extent that his period overlaps and extends into his regular shift in which case the employee shall receive only his appropriate overtime rate for all hours actually worked prior to the commencement of his regular shift.

ARTICLE 13- REPORTING TIME

- 13.01 An employee who reports for work at his regular starting time and for whom there is no work available of the type regularly performed by him, shall be given four (4) hours employment at other work designated by the Company and paid for at his base rate, or, if there is no other work available, he shall be paid the equivalent of four (4) hours wages at his base rate, unless he was previously notified not to report to work.

ARTICLE 14- HANDICAPPED EMPLOYEES

- 14.01 In the event of employees sustaining injuries at work or becoming effected by occupational disease during the course of their employment and becoming physically handicapped as a result thereof, every ~~effort~~ will be made by the Company to provide such handicapped employees suitable employment as may be available.

ARTICLE 15- HOURS OF WORK

- 15.01 The ~~normal~~ workweek shall consist of ~~forty (40)~~ hours and the normal workday shall consist of eight (8) hours. Where operations ~~permit~~, the workweek shall consist of five (5) consecutive days, Monday through Friday. It is expressly understood, however, that the provisions of this article are intended only to provide a basis for calculating time worked and shall not constitute a guarantee as to the hours of work per day, nor ~~as to~~ the days of work per week, nor ~~as~~ a guarantee of working schedules.

Where it is necessary for the Company to implement a ~~major~~ change to the normal hours of work or work weeks in any department as set out above, the Company will provide the Union with no less than 1 week's notice prior to the proposed new work week and provide the Union with an opportunity to make ~~any~~ representation prior to its implementation and the Company shall give reasonable consideration to any such representation provided they ~~are~~ made promptly.

once The Company agrees that it will not change a ~~shift~~ schedule established for the sole purpose of avoiding ~~overtime~~.

- 15.02 **Overtime.** All hours worked by ~~an~~ Employee in excess of their total scheduled hours for the payroll week and all hours worked on statutory holidays will be paid at the rate of ~~two~~ times the employee's regular hourly rate of pay.
- 15.03 It is understood and agreed ~~that~~ there shall be no pyramiding of overtime or ~~other premiums under~~ the provisions of this Article or elsewhere in the collective agreement, except as otherwise provided in the agreement.
- 15.04 For purposes of computing overtime, an absence due to any of the following reasons shall be counted as days worked:
- A. The day on which ~~an injury~~ was actually sustained on the job;
 - B. Holidays on which ~~no~~ work is scheduled;
 - C. Paid funeral leave ~~or~~ required jury or witness duty.
 - D. **Any** layoff in accordance with Article 8.07 (H) and (I)

- E Lieudays;
 F. Seven day operation downshift schedule (see example below).

Example: Schedule and payment assuming 12 hours worked on a downshift (short change):

<u>Sunday</u>	<u>Monday</u>	<u>Tuesday</u>	<u>Wednesday</u>	<u>Thursday</u>	<u>Friday</u>	<u>Saturday</u>
Off	Days	Afternoon	Off	Off	Nights	Nights
(12 hrs)		(8 O/T+4 reg)			(12 hrs)	(12 hrs)

Total regular hours = 40 hours x 1 = 40 hours
 Total overtime hours = 8 hours x 2 = **16** hours
 Total Hours = **56** hours

Example:

Licensed millwright rate \$22.32/hour x 56 hours = \$1,249.92

15.05 Distribution of Overtime. A reasonable balance of overtime hours shall be established and maintained among qualified employees regularly performing the work on the shift. Whenever overtime is required, the overtime list will be followed in succession from the low employee to the high employee on the overtime recording sheet. Where it has been demonstrated that such distribution has not been accomplished, those employees adversely affected shall be given an opportunity to perform overtime work for which they are qualified within thirty (30) days, at a time mutually agreeable between the employee and the Company. Nothing in this Article provides for pay for overtime opportunities missed.

15.06 Overtime Hours Recording. A new overtime recording sheet will begin each calendar year and overtime recording sheets will

be posted and tallied weekly. The Company will make every effort to ensure that equal distribution is achieved by year-end.

- A. Management or designee will personally contact employees to request overtime.
- B. Refused overtime and overtime accepted but not worked will be so noted and charged as if worked.
- C. An employee who successfully bids into another job shall, when moved, be assigned the average overtime record of the employees in that job.
- D. Employees returning from an absence in excess of thirty days will be assigned the average overtime record of the employees in that job.

15.07 The Company and the Union have agreed that shift Changes are permissible if: (a) the shift changes are within the same pay period, approved by the Supervisor and the parties agreed to straight time pay or (b) if the employees are swapping whole weeks with at least 7 calendar days notice.

15.08 Lunch Breaks. It is recognized by the parties that the nature of the business may require that the half (1/2) hour unpaid lunch or ~~twenty~~ (20) minutes paid lunch, and the rest periods, may be staggered or otherwise scheduled by the Company so as to maintain full operations. With this understanding, there shall be a rest period of ten (10) minutes during each half (1/2) of each shift at times consistent with efficient operation.

- A. Continuous shifting employees shall be granted a twenty-(20) minute paid lunch period.
- B. Steady day workers working full overtime shifts to be granted twenty (20) minute paid lunch.
- C. Employees working steady dayshift to receive a 20 minute paid lunch.

15.09 Shift Premiums. Shift premium shall be payable for all hours worked on any off-shift. For the purpose of this article, an off-shift shall be any shift, the majority of hours of which fall outside the current normal day-shift workday.

Afternoon Shift Forty cents (40¢) per hour.

Night Shift Sixty-five cents (65¢) per hour.

For the purpose of clarity, where an employee works overtime he shall be paid a shift premium at the rate applicable to the shift worked.

- 15.10 Saturday and Sunday Premium.** Effective December 1, 2002 the Company agrees to pay a premium of one dollar and ten cents (\$1.10) per hour for regular scheduled hours worked on Sunday.

Effective December 1, 2002, Saturday premium will be sixty cents (.60¢) per hour.

For the purpose of clarity this Saturday and Sunday premium shall be in addition to the appropriate shift premium for working on the off shifts on Saturday and Sunday.

- 15.11 Meal Allowance.** The Company agrees to provide for employees who work more than two (2) hours overtime prior to or at the completion of their eight (8) hour shift, a twenty (20) minute paid lunch and **a lunch allowance of seven dollars and fifty cents (\$7.50).** Payment will be processed through normal payroll system.
- 15.12** The Company agrees to provide for employees scheduled to work one **(1)** hour or more overtime, when such overtime is in continuity of their regular shift, a ten **(10)** minute rest period at the beginning of the overtime period.
- 15.13** Notwithstanding the provisions of Article 8, where an increase in the number of employees in a job classification is required, an employee on shift work may bid on a steady schedule job or different shifting schedule job despite the fact that a successful bid would not be a promotion, provided he can qualify under the terms of Article **8.05.**
- 15.14 Lab Schedule.** The Company agrees to implement the same shift schedule as being worked by Production employees for the Lab employees no later ~~than~~ March **1, 1998.**

15:15 **12 Hour Shifts.** The Company ~~and~~ the Union confirm the following agreement concerning twelve **(12)** hour shifts.

The twelve-(12) hour shift schedule may be cancelled by either party upon **thirty-(30)** days' written notice to ~~the~~ other, or when the level of production demands a re-scheduling. For ~~the~~ purpose ~~of~~ the twelve- (12) hour shift schedules, and applicable only to the employees in the group identified, the current collective agreement will be amended as follows:

- A. Where eight hours is used as a standard day, amend ~~to~~ twelve (12) hours, except where a shift is scheduled for eight **(8)hours** at ~~regular~~ rates of pay.
- B. ~~There~~ will be ~~no~~ meal allowance ~~for~~ working ~~a~~ regularly scheduled twelve-(12) hour shift.
- C. Two lunch breaks of ~~twenty~~ (20) minutes (paid); there will be ~~two~~ (2) breaks of ten **(10)** minutes' duration staggered throughout the shift.
- D. **Shift premiums:**
Day shift - no premium
Night shift -night premium

When working a regularly scheduled **(8)** hour shift, afternoon ~~shift~~ premium will apply when working the afternoon shift.

Weekend premium will be paid when working regularly ~~scheduled~~ shifts on Saturday and Sunday.

- E The regular work week will be thirty-six (36) ~~hours~~ and ~~forty-~~four **(44)** hours on alternate weeks averaging forty (40) hours in a ~~two~~ (2) week period, or ~~thirty-two~~ (32) and ~~forty-~~eight **(48)** hours on alternate weeks averaging forty **(40)** hours in a ~~two~~ (2) week period.
- E. Overtime will be paid in accordance with Article 15.

- G. The meal allowance provisions will apply where in excess of fourteen (14) hours are worked consecutively.
- H. Bereavement Leave. This will apply at no extra cost to the Company, i.e. up to three (3) twelve hour shifts (36 hours).
- I. Statutory Holidays
 - 1. If the holiday falls on the employee's regular day off, holiday pay will be at regular straight time pay at base rate to a maximum of eight (8) hours.
 - 2. If the holiday falls on the employee's regular scheduled day of work, holiday pay will be at regular straight time pay at base rate to a maximum of twelve (12) hours.

ARTICLE 16- BULLETIN BOARDS

- 16.01 The Company agrees to provide the Union with (two (2) glass encased and lockable bulletin boards for the sole use of the Union 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 provided such notices have received prior written approval of the Division Manager or his designate.

ARTICLE 17- LEAVE OF ABSENCE

- 17.01 The Company may in its discretion grant leave of absence without pay to any employee for legitimate personal reasons. Employees granted leave of absence pursuant to this Section shall accumulate seniority for a maximum of four (4) weeks.
- 17.02 **Union Leave**
 - (a) The Company agrees to grant leave of absence without pay for Union business to employees elected by the Union to attend conventions or conferences provided it does not unduly interfere with the efficient operation of the Company. It is understood, however, that the cumulative total leave of absence granted under this section shall not exceed ~~fifty~~ (50) working days in any calendar year, and that such requests for such leave

of absence shall be made at least two (2) weeks in advance of such leave. Employees granted leave of absence pursuant to this section shall accumulate seniority for a **maximum** of six (6) weeks.

- (b) The Company and the Union have agreed to grant an indefinite leave of absence to one (1) employee elected to the full time union position. The employee will continue to accrue seniority while on ~~this~~ leave of absence and will **return** to his last classification within five **(5)** calendar days after the expiration of the leave.

The Company will pay the medical, dental, vision, LTD, STD and life insurance premium costs and continue **to** make pension contributions on the basis of 2000 hours per year for the duration of the leave of absence if the employee is elected to the position of President Local 2020.

- 17.03 The Company shall grant leave of absence to Local Union Officers, Stewards, Safety and health Committeemen if such leave does not unduly interfere with operations, for the purpose of attending to normal administrative functions of the Local Union to attend Union schools. Such leaves shall be restricted to a cumulative total of thirty (30) days per year. Request for additional leave will not be unreasonably denied.

ARTICLE 18- NO CESSATION OF WORK

- 18.01 Neither the Union nor any employee shall take part in or call, or encourage, any strike, sitdown, slowdown, or any suspension of work against the Company, which shall in any way affect the operations of the Company, nor shall the Company engage in any lockout.

ARTICLE 19- SAFETY AND HEALTH

- 19.01 The Health and Safety of all employees is of primary importance to the Company and the Union and their goal is the prevention of all accidents, occupational illness and injuries.

Management accepts its responsibility to inform employees of known hazards and to develop effective standards for protecting the Health and Safety of employees, in accordance with established plant safety rules.

The safe way, with effective accident prevention and occupational health programs, is not only the most efficient and profitable way to operate a business, but the best way to safeguard the employees and the public from personal suffering and family hardship caused by injuries and occupational related illness.

Attention to Safety and Health and avoidance of losses from accidents are responsibilities of all employees.

All employees will be trained in accident prevention and hazardous awareness required to comply with safety and health rules and procedures and given recognition for good performance.

All employees will follow all Health and Safety rules and regulations.

- 19.02** The Company and Union agree to name a Safety and Health Committee comprised of four (4) Company and four (4) union representatives. A staff representative of the Union, at the request of either party, may attend regular monthly Safety and Health meetings. The Committee's function will be to promote safety and industrial hygiene and hold regular monthly meetings.

19.03 Union Health And Safety Co-Chair.

Provide the Union in the use of their unilateral right to select a Health & Safety Co-chairman selects an employee in a direct larger classification, the Company will assign that employee to a permanent day shift position.

Since we will not involve the Company in any selection procedure but want only to protect the number of people in an indirect classification and to make sure that the Company is not required to add additional manpower in classification where it is important that the Company maintain certain numbers to

perform important work, some classifications have regular Floaters which makes replacement a little easier.

Using the above paragraphs as a guide, the parties agree to the following:

Where scheduling permits, the Company will agree to assign the Union Health and Safety Co-Chairman to a steady day shift.

19.04

Safety Shoes

Effective January 1, 2003, employees with **six (6)** months ~~seniority~~ will be eligible for one pair of **safety** footwear per calendar year (except as provided for in **19:04 (b) or (c)**).

A. (1) If requested by the employee, the Company agrees to pay to eligible employees a safety **footwear allowance** in the amount of **\$110.00** on June 1 of each year.

(2) Should the employee ~~not select (1)~~, he may ~~select~~ a pair of **safety boots to be supplied by** the Company up to a value of **\$110.00**. These boots **will be** available on the premises. A written voucher must be obtained from the supervisor or the Human Resource Department prior to **receiving** the safety boots.

(3) Should the employee not select either (1) or (2), the Company will also supply a list of suitable vendor(s) who are approved suppliers where the employee can purchase a **pair of boots** and the Company will pay up to a value of **\$110.00** towards the **purchase** of those boots. A written voucher must be obtained from the **supervisor** or the Human Resource Department prior to receiving the boots.

B. In ~~addition to 19.04(a)~~ 1, or 2, or 3, the Company also agrees to pay or make available to the ~~eligible Melt~~ Department employees who have completed **six (6)** continuous months in the Department one **extra** pair of **safety** footwear (maximum of **two**) per calendar year.

C. Any employee other than in the ~~Melt~~ Department required to work with hot ~~metal~~ shall be entitled once per year a pair of replacement **boots**. Roof of purchase of the first pair of

boots **will be** required, and prior approval of need must be obtained ~~from~~ the Company designate.

D. In order to be eligible for the safety footwear allowance in this Article, an employee must be actively at work for a minimum of one **(1)** week since the last boot allowance was paid either under clause 19:04 (a) 1, or 2, or 3.

19.05 Safety Glasses. The Company agrees to pay the employees who have completed their probationary period, a re-imbursement of up to seventy-five dollars (\$75.00) for Safety Prescription Glasses to employees who have established proof of need and proof of purchase. Such glasses must be C.S.A. Industrial Safety Approved, with side shields. The Company will continue the practice of supplying frames upon request.

The Company will continue this same allowance more than once in a calendar year upon proof of need.

19.06 The Company ~~agrees~~ to provide the opportunity for hearing tests periodically. An employee may be required to report for work early for the purpose of the hearing tests. In such circumstances, the Company agrees to pay an employee at his regular base rate for any time in excess of one-half **(1/2)** hour spent outside his normal working hours taking such tests.

Chest x-rays will be provided at the Company's expense every two years. The Company **will** provide time and the schedule for these.

Chest ex-rays **will** also be available to all employees on the off year. The employee will be responsible for scheduling the ~~x~~ rays on his/her own time. The Company will pay for the cost of the chest x-ray.

ARTICLE 20- INSURANCE AND WELFARE

20.01 The Company shall contribute the full **cost** of the premiums for the following welfare benefits to bargaining unit employees and

the provisions of the respective plans shall be amended to provide for the benefits set out below:

Summary of Benefits:

- A. Group Life Insurance -
\$30,000 effective January 1, 2001
- B. **Accidental Death and Dismemberment Insurance -**
\$30,000.00 effective December 1, 2002
- C. Surgical and medical benefits under O.H.I.P.
- D. Supplementary Health Benefits:
 - 1. Semi-private hospital
 - 2. Prescription Drugs - Two dollars (\$2.00) deductible per prescription
 - 3. Special Nursing Services
 - 4. Appliances.
- E. ~~Waddy~~ **Indemnity** - to provide sixty-six and two thirds percent (**66-2/3%**) of gross earnings for twenty-six (26) weeks beginning on the first day of accident or hospitalization and fourth day of sickness.
- F. **Dental Plan.** If a dental services plan is enacted by the government, the Company will not be obligated to continue any payments to or for the benefit of employees which are no longer necessary to ensure that dental services equivalent to those under the present plan are maintained. The Company shall be entitled to retain all monies from any cost reduction to its contributions per employee, which result from the enactment of any government plan.

In any case, unless the government plan specifically requires greater Company contributions, the present per-employee Company cost shall not be increased.

Dental plan shall be ~~the~~ basic dental plan with O.D.A. 2002 schedule of payment effective **January 1, 2003**, and shall increase to the O.D.A. 2003 schedule of payment effective January 1, 2004, and shall increase to the O.D.A. 2004 schedule of payment effective January 1, 2005, and in addition shall provide for reimbursement of ~~fifty~~ percent (50%) of the payments in ~~respect~~ of major benefits (i.e. crowns, braces, dentures, ~~etc.~~), and reimbursement of check-ups scheduled every nine (9) months.

G **Vision Plan.** Effective **1/1/2001** the family Vision ~~care~~ benefit will increase to provide ~~for~~ vision care costs up to **two** hundred (\$200) per person over a twenty-four (24) month period.

H. The Company will cease to pay benefit premiums of an employee who ~~is absent~~ from **work in excess of fifty-two (52)** weeks by reason of sickness or accident (occupational or non-occupational). This ~~period~~ will be extended to twenty (20) months for employees with ~~ten~~ (10) years or more of seniority. **Weekly** indemnity **premiums** will not be paid by the Company in excess of twenty-six (26) weeks.

I. **L.T.D. Long Term** Disability Plan effective after twenty-six (26) weeks of disability at sixty-six ~~and two-thirds~~ percent (**66 2/3%**) of **regular earnings** to age ~~sixty-five~~ (65).

20.02 The Company will provide insurance booklets to each employee outlining the insured ~~benefits~~ referred to in ~~the~~ **Collective Bargaining Agreement**. Newly hired employees will be provided ~~the~~ insurance booklets after **successfully** completing their probationary period.

20.03 Steelworkers Members Pension ~~Benefit~~ Plan.

- A. The Company will contribute for each hour actually worked by the employee to the Steelworkers Members Pension Benefit Plan in accordance with the following schedule:

<u>Effective Date</u>	<u>Contribution Per Hour Worked</u>
December 1, 2002	One dollar and twenty cents (\$1.20)
November 30, 2003	One dollar and thirty cents (\$1.30)
November 28, 2004	One dollar and forty cents (\$1.40)

- B. Hours to be compensated for following the approval by the government to begin payment to the Steelworkers Members Benefit Pension Plan will be straight time hours actually worked and that portion of overtime which is straight time hours for those employees who have completed the probationary period defined in the Collective Agreement.
- C. Provided the Union leave of absence is requested in advance as per the Collective Agreement, the Comp any agrees to pay contributions for those employees on such leave at the end of the year for hours actually lost by the employee on such Union leave.
- D. The contributions will be made to the Fund by the fifteenth (15th) day of the month following the month in which the contributions were earned.
- E. Reporting to the Plan will be to the Plan Administrator by individual amounts credited to each employee.
- F. The Plan will report to the Union and/or the individual Plan Member as per the requirements of the Plan.
- G. The Company's only obligation is to pay these contributions to the Steelworkers Members Pension Benefit Plan. Any dispute relating to the eligibility for pension benefits, the quantum ~~of~~ such benefits or any other matter in relation to the Steelworkers Members Pension Benefit Plan will not be the proper subject-matter for an arbitration under this Collective Agreement, but will be a matter strictly between the employee, the Union and the Steelworkers Members Pension Benefit Plan administrator and sponsor.

ARTICLE 21- STATUTORY HOLIDAYS

21.01 Employees who have completed their probationary period shall receive the following plant holidays with pay:

New Years' Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Civic Day	Three (3) Floater Days (to be taken between Christmas and New Year's)

Paid holidays will be observed as follows for employees on a 5 day per week schedule:

Holiday	2003	2004	2005
New Years	(Wed) Jan. 1	(Thurs) Jan. 1	(Mon) Jan. 3
Good Friday	(Fri) April 18	(Fri) April 9	(Fri) March 25

Canada Day	(Mon) June 30	(Fri) July 2	(Fri) July 1
Civic Day	(Mon) Aug. 4	(Mon) Aug. 2	(Mon) Aug. 1
Labour Day	(Mon) Sept. 1	(Mon) Sept. 6	(Mon) Sept. 5
Thanksgiving Day	(Mon) Oct. 13	(Mon) Oct. 11	(Mon) Oct. 10
Christmas Day	(Thurs) Dec. 25	(Mon) Dec. 27	(Mon) Dec 26
Boxing Day	(Fri) Dec. 26	(Tues) Dec. 28	(Tues) Dec. 27
Floater (1)	(Mon) Dec. 29	(Wed) Dec. 29	(Wed) Dec. 28
Floater (2)	(Tues) Dec. 30	(Thurs) Dec. 30	(Thurs) Dec. 29
Floater (3)	(wed) Dec.31	(Fri) Dec. 31	(Fri) Dec. 30

Employees on a 7 day per week schedule will be given 2 weeks notice of the Statutory Holiday to be observed.

21.02 Plant holiday pay will be computed on the basis of the number of hours the employee would otherwise work had there been no holiday at his regular straight-time base rate of pay up to a maximum of eight (8) hours.

21.03 In order to qualify for plant holiday pay, the employee must **work** his full scheduled shift on each of the workdays immediately preceding and immediately following the plant holiday concerned. Exceptions to this being **off** on either of the qualifying days because of illness, bereavement leave, jury duty, authorized leave of absence or as a witness subpoenaed to a civil or criminal proceeding.

21.04 Employees unavoidably late on either of the qualifying days, up to a maximum period of one (1) hour will not lose qualification for holiday pay.

21.05 If any of the above holidays fall on a Saturday or Sunday, the Friday prior to or the Monday subsequent to the holiday will be observed **as** a holiday.

21.06 Any employee required to work **on** a plant holiday shall be paid double (2) time for all hours worked in addition to the applicable shift premium, in addition to any holiday pay to which he may be entitled.

Such employee may opt in lieu of the above to take another day off at a time mutually convenient after providing a reasonable written notice of the desired day. In such circumstances the employee shall not be paid for the lieu day taken.

ARTICLE 22- VACATIONS

- 22.01** An employee with less ~~than~~ one (1) year's service with the Company as of June 30 in any year shall be entitled to vacation with pay in accordance with the Employment Standards Act.
- 22.02** An employee with one (1) or more years' continuous service with the Company as of June 30 in any year shall be entitled to two (2) weeks vacation with pay at the rate of four percent (~~4%~~) of his earnings for the previous year.
- 22.03** In the calendar year that an employee has completed five (5) or more years' continuous service with the Company, he shall be entitled to a total of three (**3**) weeks' vacation with pay at the rate of six percent (6%) of his earnings for the period July 1 of the previous year to June 30 ~~of~~ the current year.
- 22.04** In the calendar year that ~~an~~ employee has completed ten (10) or more years' continuous service with the Company he shall be entitled to a total of four (**4**)weeks' vacation with pay at the rate of eight percent (8%) ~~of~~ his earnings for the period July 1 of the previous year to June 30 of the current year.
- 22.05** In the calendar year that ~~an~~ employee has completed fifteen (15) or more years' continuous service with the Company, he shall be entitled to a total of five (**5**) weeks' vacation with pay at the rate of ten percent (10%) of his earnings for the period July 1 of the previous year to June 30 of the current year.
- 22.06** (A) Vacation pay will be paid in total on the last payday before the summer shutdown unless otherwise requested by the employee in ~~writing~~.
- (B) Employees may request to receive their vacation pay for the vacation year (July 1 to June 30) the week prior to leaving on

their scheduled vacation, Vacation pay will only be paid in one **(1)** week amounts and **must be requested in writing** by March **15th**.

- 22.07** The Company will endeavour to specify **any** planned shutdown by February 1st in the vacation year.

Under normal circumstances, employees who are not required to work **during** the posted plant shutdown periods will **take** vacation at **those** times. However, the Company and the employee may mutually agree to schedule vacations at time other **than** plant shutdown periods giving due consideration to the efficient operation of the plant and the employee's seniority.

Employees who are scheduled to **work** during the posted plant shutdown periods will take their vacation at some time mutually beneficial to the employee **and** the Company. Preference in scheduling will be in accordance with seniority. Such **preference** will be provided to management by March **15th** in the vacation year. For employees whose vacation entitlement is greater than the posted plant shutdown periods or for employees **who** have any unused vacation following plant shutdowns, such vacation is **to** be taken by the employee no later than **June 30th** of **the next** year at a **time** mutually agreed between the employee and the Company. Preference in scheduling these remaining vacations will be in accordance with seniority.

Such preference will be provided to management by March 15th in the vacation year.

Vacation entitlement from one year is not to be held over to **run** adjacent to the next year's entitlement.

An employee **who** volunteers **for** the **work that may be** offered at the posted plant shutdown periods (normally **two weeks** in the **summer** and one **week** at **Christmas**) will be entitled to schedule his vacation **period** at a time approved by management but no later than June 30th of **the next** year. The employee shall identify **his** preferred vacation period at the time he volunteers to work the shutdown period.

The Company will post vacation schedules by May 1st in the vacation year.

ARTICLE 23- NEGOTIATION COMMITTEE

- 23.01 The Company has agreed that in future negotiations the Company will assign each ~~member~~ of the Union Negotiating Committee, not to exceed four **(4)** persons, ~~to~~ the day shift ~~and~~ allow them reasonable time ~~off~~ from regular duties without loss of pay to carry on the negotiations. Additionally, 2 days will be provided for preparation time.
- 23.02 The negotiating committee is a separate entity from other committees and will deal only with such matters as are properly the subject matter of negotiations, including proposals for the renewal or modification of this agreement.
- 23.03 The Company agrees to allow members of the negotiating committee the day off work on each day the committee is scheduled to meet with members of management without loss of pay.

ARTICLE 24- PREGNANCY LEAVE

- 24.01 The Company shall allow pregnancy leave of absence in accordance with the applicable legislation with no loss of seniority. The Company will continue to pay the premiums of applicable benefits ~~during~~ pregnancy leave.

ARTICLE 25- BASE RATES FOR JOB CLASSIFICATIONS

25.01 The Company agrees to pay and the Union agrees to accept for the term of this agreement the hourly base rates for the job classifications set out below.

25.02 Job classifications referred to in Article 25.01 are:

- | | |
|----------------|--|
| Group 1 | Maintenance - Bi-Skilled (Licensed Electrician and Licensed Millwright) |
| Group 2 | Maintenance 1 (Licensed)
Design Technologist |
| Group 3 | Technician 1 |

- Group 4 Maintenance 2 (~~has~~ accumulated ~~number~~ of hours of experience that would permit him to sit trade license exam)
Technician 2
- Group 5 Technician 3
- Group 6 Maintenance 3 (~~does~~ not have number of hours of experience that would permit him to sit ~~trade~~ license exam)
- Group 7 Utility and Refractory Maintenance
- Group 8 Coreless Furnace, Channel Furnace, Arc Furnace
- Group 9 ~~Disa~~, Auto Pour, Metal Transfer, Wheelabrators, ~~Core~~ Floater, **Utility (Grind)**.
- Group 10 ~~Trades~~ Helper, Forktruck, Core ~~Machine~~ Operator,
- Group 11 Grind, ~~Sort~~, Inspect, ~~Production~~ Trainee, ~~Disa~~ and Melt, Core Packer
- Group 12 Labourer, ~~Janitor~~
- 25.03
- Group 1 Lab Technicians
- Group 2 Pattern Shop
- Group 3 ~~Tooling~~ Co-ordinator, CMM Operator
- Group 4 Quality Control Inspector
- Group 5 Stores Department, Maintenance Clerk
- 25.04 The Company will ~~offer~~ skilled ~~trades~~ employees and maintenance apprentices training toward attaining their welding ticket.
- 25.05 Automatic ~~Progression~~ - Schedule "B"

Absence in excess of thirty (30) days will not be counted in calculating time periods in the automatic progression set out at the various levels of each job classification in Schedule "B".

25.06 In situations where an employee is temporarily transferred to a higher rate classification and any of the following circumstances apply, the employee shall receive the base rate of higher classification.

- A. Paid Holidays
- B. Bereavement Leave
- C. Day of Injury
- D. Call Out Time
- E. Reporting Time
- F. Union Steward Performing Union Work
- G. Employee Performing Health & Safety Committee Work

25.07 Technological Change. The Company agrees to notify and to discuss with the Union any new or changed **job** resulting from any significant Technological Change that may take place.

In the event that a Technological Change reduces the number of employees in a classification, those employees who are reduced will follow the lay off language in the contract.

Those who remain in classification will be provided training along the guidelines in the Letter of Intent concerning New Classifications as it relates to "Incumbents".

If the level of aptitude meets the desired standard, then the incumbent will be slotted into the pay progression, if any depending on seniority. If no progression is established, the incumbent will receive the job rate.

If the testing reveals that the level of aptitude fails to meet the desired standards for the job, the incumbent will be disqualified and the job will be posted per the requirements of Article 8.

25.08 New Classifications. If the Company establishes a new classification in the bargaining unit, the Company will advise the

Union of the new classification wherever possible at least 30 days prior to its introduction.

The Company will meet with the Union wherever possible, at least 14 days prior to the implementation of the new classification to negotiate a rate of pay and progression for the job where required.

When a new classification is created, for reference the Company will work with Cambrian College to develop a battery of aptitude tests applicable to the position.

The incumbents will take the battery of tests to identify areas of upgrading required, if any.

If the level of aptitude meets the desired standards as established by Cambrian College, the Union and the Company, then the incumbent will be slotted into the pay progression, depending on plant seniority.

Where the level of aptitude is below the desired standard, the incumbent will be expected to upgrade in the areas identified. This will include on the job training, off the job training together with any external training or upgrading as required.

The incumbent will re-take the battery of tests after twelve months to determine the progress in reaching the desired level.

Internal training on the job will be given progressively from entry into the position.

INCUMBENT: If he/she achieves the desired level on the aptitude test battery, then will be slotted into the pay progression at his/her level of seniority.

INCUMBENT: If he/she does not achieve the desired level on the aptitude test battery, then will slot into the pay progression at his/her level of seniority, but no higher than 3rd level, which will be maintained until the desired level on the aptitude test battery is achieved.

- A. After upgrading will re-take the test battery after 12 months.
- B. If the desired level on the test battery is achieved will slot into the pay progression at his/her level of seniority.
- C. If there is no improvement over the original results, will upgrade further 12 months and re-take test battery.
- D. If there is no improvement after the 2nd year, the incumbent will be removed from the position to one that his seniority and for which he is qualified to perform allows him to hold.
- E. If there is continued improvement, the incumbent continues to upgrade and take the test battery until the desired level is achieved. The incumbent then slots into the pay progression at his/her level of seniority.
- F. Any time the desired level on the test battery is achieved, the incumbent slots into the pay progression at his/her level of seniority.
 - 1. New entry from within the plant:
 - 2. Qualified employees will slot into pay progression at their level of seniority.
 - 3. New entry from outside the plant:
 - 4. Qualified employees will slot at the bottom of the pay progression.

ARTICLE 26– UNION/COMPANY MEETINGS

- 26.01 The Union and the Company agree that information and discussion meetings shall take place quarterly. Both parties shall provide an agenda for discussion at the meetings. Such meetings



shall take place at the request of either party on five- (5) days' notice. The Company agrees to discuss with the Union any jobs that are contracted out by the Company.

ARTICLE 27- MISCELLANEOUS PROVISIONS

27:01 **Course Opportunities.** When conducting in-house ~~training~~, other than ~~on~~ the job training and there is space available, preference will be given ~~to~~ employees on their time ~~off~~ provided the employee has expressed his wish for training in writing.

27:02 **Medical Proof.** ~~An~~ employee ~~off~~ work for sickness may be required ~~to~~ provide doctors' note at the Company's expense to substantiate the absence.

~~An~~ employee ~~off work~~ for an extended period may be required to provide medical proof satisfactory to the Company, at the Company's expense, that he ~~or~~ she is able to perform the duties of his or her job.

27:03 **S. E. S.** The Company will examine the U.S.W.A. S.E.S upon presentation by the Union.

ARTICLE 28- SCHEDULES OF WAGES

28:01 Schedules "A", "B" and "C" attached.

ARTICLE 29- DURATION OF AGREEMENT

29.01 This agreement shall remain in effect until the 30th of November, 2005 and shall be renewed automatically from year to year thereafter, unless either party gives notice of amendment to the other party within ninety (90) days prior to the anniversary date in any year. In the event that either party serves to the other notice of its desire to amend this agreement, then this agreement shall continue in effect until a new agreement has been reached or until conciliation procedures, required by legislation, have been completed.

FOR THE COMPANY

Russ Urry

Gerry Tarnopolsky

Tina Smith

Paul Teeple

FOR THE UNION

Gerry Loranger

Brian Hadjukiewicz

Mike Leger

Terry Lawrence

Lavern Guenette

James Ilnitski

Schedule "A"

Grade	JOB CLASSIFICATION	Effective Dec. 1, 2002
1.	Maintenance 1 (A) Bi-Skilled	\$25.42
2.	Maintenance 1 (Licensed)/Design Technologist	\$22.92
3.	Technician 1	\$21.92
4.	Maintenance 2/Technician 2	\$20.92
5.	Technician 3	\$20.29
6.	Maintenance 3	\$18.87
7.	Utility and Refractory Maintenance	\$18.51
8.	Coreless, Channel and Arc Furnace	\$17.93
9.	Disa, Auto Pour, Metal Transfer, Wheelabrators, Utility (Grind), Core Floater	\$17.61
10.	Trades Helper, Forklift, Core Machine Operator	\$17.17
11.	Grind/Sort/Inspect, Production Trainee Disa & Melt, Core Packer	\$16.75
12.	Labourer, Janitor	\$16.09

Note: Maintenance 3 will automatically progress to the pay rate ~~of~~ Maintenance 2 upon completion of the necessary hours to sit the trade licensing exam.

Schedule of Wages

Schedule "B"

Grade	JOB CLASSIFICATION	Effective Dec. 1, 2002
Group 1	Level 1 0 – 6 mos. Level 11 6 – 12 mos. Level 111 12 – 18 mos. Level 1V 18 – 24 mos. Level V 24 – 36 mos. Level VI 36+	\$16.09 \$16.75 \$17.61 \$17.93 \$18.51 \$19.17
Group 2	Repair 1 0 – 6 mos. 6 – 12 mos. 12 – 24 mos. 24+ Repair 11 0 – 6 mos. 6 – 18 mos. 18+ Repair 111 0 – 24 mos. 24 +	\$15.02 \$16.19 \$16.85 \$17.04 \$17.27 \$17.71 \$18.03 \$18.61 \$19.27
Group 3	Level 1 0 – 6 mos. Level 11 6 – 12 mos. Level 111 12 – 24 mos. Level 1V 24 – 36 mos. Level V 36+	\$17.61 \$17.93 \$18.51 \$19.51 \$20.37
Group 4	Q.C. Inspector 1 0 – 12 mos. Q.C. Inspector 11 12 – 24 mos. Q.C. Inspector 111 24 – 36 mos. Q.C. Inspector 1V 36+	\$17.17 \$17.93 \$18.51 \$19.17

Group 5	Stores Clerk I	0 - 12 mos.	\$16.09
	Stores Clerk II	12 - 24 mos.	\$16.75
	Stores Clerk III	24 - 36 mos.	\$17.17
	Stores Clerk IV	36+	\$17.93
	Maintenance Clerk I	0 - 12 mos.	\$14.92
	Maintenance Clerk II	12 - 24 mos.	\$16.09
	Maintenance Clerk III	24+	\$16.75

Schedule of **Wages**

Schedule "A"

Grade	JOB CLASSIFICATION	Effective Nov. 30, 2003	Effective May 30, 2004
1.	Maintenance 1 (A)Bi-Skilled	\$25.72	\$25.97
2.	Maintenance 1 (Licensed)/Design Technologist	\$23.22	\$23.47
3.	Technician 1	\$22.22	\$22.47
4.	Maintenance 2/Technician 2	\$21.22	\$21.47
5.	Technician 3	\$20.59	\$20.84
6.	Maintenance 3	\$19.17	\$19.42
7.	Utility and Refractory Maintenance	\$18.81	\$19.06
8.	Coreless, Channel and Arc Furnace	\$18.23	\$18.48
9.	Disa, Auto Pour, Metal Transfer, Wheelabrators, Utility (Grind), Core Floater	\$17.91	\$18.16
10.	Trades Helper, Forklift, Core Machine Operator	\$17.47	\$17.72
11.	Grind/Sort/Inspect, Production Trainee Disa & Melt, Core Packer	\$17.05	\$17.30
12.	Labourer, Janitor	\$16.39	\$16.64

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Schedule of Wages

Schedule "B"

Grade	JOB CLASSIFICATION	Effective Nov. 30, 2003	Effective May 30, 2004
Group 1	Level I 0 - 6 mos.	\$16.39	\$16.64
	Level II 6 - 12 mos.	\$17.05	\$17.30
	Level III 12 - 18 mos.	\$17.91	\$18.16
	Level IV 18 - 24 mos.	\$18.23	\$19.48
	Level V 24 - 36 mos.	\$18.81	\$19.06
	Level VI 36+	\$19.47	\$19.72
Group 2	Repair I 0 - 6 mos.	\$15.32	\$15.57
	6 - 12 mos.	\$16.49	\$16.74
	12 - 24 mos.	\$17.15	\$17.40
	24+	\$17.34	\$17.59
	Repair II 0 - 6 mos.	\$17.57	\$17.82
	6 - 18 mos.	\$18.01	\$18.26
	18+	\$18.33	\$18.58
	Repair III 0 - 24 mos.	\$18.91	\$19.16
	24 +	\$19.57	\$19.82
Group 3	Level I 0 - 6 mos.	\$17.91	\$18.16
	Level II 6 - 12 mos.	\$18.23	\$18.48
	Level III 12 - 24 mos.	\$18.81	\$19.06
	Level IV 24 - 36 mos.	\$19.81	\$20.06
	Level V 36+	\$20.67	\$20.92
Group 4	Q.C. Inspector I 0 - 12 mos.	\$17.47	\$17.72
	Q.C. Inspector II 12 - 24 mos.	\$18.23	\$18.48
	Q.C. Inspector III 24 - 36 mos.	\$18.81	\$19.06
	Q.C. Inspector IV 36+	\$19.47	\$19.72

Group 5	Stores Clerk 1	0 – 12 mos.	\$16.39	\$16.64
	Stores Clerk 11	12 – 24 mos.	\$17.05	\$17.30
	Stores Clerk 111	24 – 36 mos.	\$17.47	\$17.72
	Stores Clerk 1V	36+	\$18.23	\$18.48
	Maintenance Clerk 1	0 –	\$15.22	\$15.47
	12 mos.		\$16.39	\$16.64
	Maintenance Clerk 11	12 –	\$17.05	\$17.30
	24 mos.			
	Maintenance Clerk 111	24+		

If current

Note: Tooling Coordinator will receive **\$.10** cents per hour ~~more~~ than the posted rate in recognition of the Disa alignment functions.

Schedule of Wages

Schedule "A"

Grade	JOB CLASSIFICATION	Effective Nov. 28, 2004	Effective May 29, 2005
1.	Maintenance 1 (A) Bi-Skilled	\$26.27	\$26.52
2.	Maintenance 1 (Licensed)/Design Technologist	\$23.77	\$24.02
3.	Technician 1	\$22.77	\$23.02
4.	Maintenance 2/Technician 2	\$21.77	\$22.02
5.	Technician 3	\$21.14	\$21.39
6.	Maintenance 3	\$19.72	\$19.97
7.	Utility and Refractory Maintenance	\$19.36	\$19.61
8.	Coreless, Channel and Arc Furnace	\$18.78	\$19.03
9.	Disa, Auto Pour, Metal Transfer, Wheelabrators, Utility (Grind), Core Floater	\$18.46	\$18.71
10.	Trades Helper, Forklift, Core Machine Operator	\$18.02	\$18.27

11.	Grind/Sort/Inspect, Production Trainee Disa & Melt, Core Packer	\$17.60	\$17.85
12.	Labourer, Janitor	\$16.94	\$17.19

Note: Maintenance 3 Will automatically progress to the pay rate of Maintenance 2 upon completion of the necessary hours to sit the trade licensing exam.

Schedule of Wages

Schedule "B"

Grade	JOB CLASSIFICATION	Effective Nov. 28, 2004	Effective May 29, 2005
Group 1	Level 1 0 – 6 mos.	\$16.94	\$17.19
	Level 11 6 – 12 mos.	\$17.60	\$17.85
	Level 111 12 – 18 mos.	\$18.46	\$18.71
	Level 1V 18 – 24 mos.	\$18.78	\$19.03
	Level V 24 – 36 mos.	\$19.36	\$19.61
	Level VI 36+	\$20.02	\$20.27
Group 2	Repair 1 0 – 6 mos.	\$15.87	\$16.12
	6 – 12 mos.	\$17.04	\$17.29
	12 – 24 mos.	\$17.70	\$17.95
	24+	\$17.89	\$18.14
	Repair 11 0 – 6 mos.	\$18.12	\$18.37
	6 – 18 mos.	\$18.56	\$18.81
	18+	\$18.88	\$19.31
	Repair 111 0 – 24 mos.	\$19.46	\$19.71
	24 +	\$20.12	\$20.37
Group 3	Level 1 0 – 6 mos.	\$18.46	\$18.71
	Level 11 6 – 12 mos.	\$18.78	\$19.03
	Level 111 12 – 24 mos.	\$19.36	\$19.61
	Level 1V 24 – 36 mos.	\$20.36	\$20.61
	Level V 36+	\$21.22	\$21.47
Group 4	Q.C. Inspector 1 0 – 12 mos.	\$18.02	\$18.27
	Q.C. Inspector 11 12 – 24 mos.	\$18.78	\$19.03
	Q.C. Inspector 111 24 – 36 mos.	\$19.36	\$19.61
	Q.C. Inspector 1V 36+	\$20.02	\$20.27