

# COLLECTIVE AGREEMENT

Between

6012621 Canada Inc.

(Hereinafter referred to as the “Employer”)

AND

UNITED STEEL WORKERS OF AMERICA  
**ON BEHALF OF ITS**  
LOCAL UNION 5338

(Hereinafter referred to as the “Union”)

Effective:

Expires: July 16, 2005

## Article 01 - Purpose

- 1.01 The general purpose of this Agreement is to establish mutually satisfactory relations between the Employer and its employees and to provide machinery for the prompt and equitable disposition of grievances and to establish and maintain satisfactory working conditions, hours of work and wages for all employees who are subject to the provisions of this Agreement.

## Article 02 - Recognition

- 2.01 The Employer recognizes the Union as the sole and exclusive bargaining agent for all employees working in the city of Toronto save and except supervisors, persons above the rank of supervisor, office and sales staff.
- 2.02 Employees excluded from the bargaining unit shall not perform bargaining unit work, except for the purposes of testing new equipment, training, demonstrations, non-production emergencies, and in urgent situations when qualified bargaining unit employees are not available. The role of supervisory staff shall be to direct the work of the group of employees under their supervision. All processing of products within the Employer's facilities shall be performed exclusively by bargaining unit employees.
- 2.03 Should any of the present operations be moved to a location(s) outside of the boundaries of the city of Toronto, this Agreement shall be extended to a location within one hundred and sixty (160) kilometres of the existing plants.
- 2.04 The Employer shall not contract out work which bargaining unit employees are capable of performing where such work would cause a layoff of bargaining unit employees. When layoffs are in effect or when the contracting out of work will cause a layoff, the Employer and Union agree to follow the terms of Letter of Understanding # 1.
- 2.05 The Employer shall supply the Union with the names and primary area of responsibility of all supervisors of the bargaining unit and update this whenever changes are made. In addition, the Employer will post a notice of any newly hired supervisors at the time of hire.
- 2.06 The taking of inventory shall not cause a layoff of bargaining unit employees when other work is available for them to perform and for which they are qualified to perform.

## Article 03 - No Discrimination

- 3.01 The Employer, the Union and the employees shall not practice or condone discrimination based upon race, colour, ancestry, nationality, place of origin, religion, creed, political opinion, gender, sexual

orientation, marital or parental status, age, or disability except where a bona fide job or legislated requirement exists.

- 3.02 (a) The Employer shall maintain a working environment which is free from sexual or racial harassment.
- (b) For the purposes of this article, sexual harassment includes:
- (i) 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,
  - (ii) implied or expressed promise of reward for complying with a sexually oriented request,
  - (iii) implied or expressed threat or reprisal (either actual reprisal or denial of opportunity) for refusal to comply with a sexually oriented request,
  - (iv) sexually oriented remarks or behaviour which may create a negative psychological or emotional environment for work, or
  - (v) engaging in a course of comment or conduct that is known or ought reasonably to be known to be unwelcome, or which disrespects or causes humiliation to an employee or group of employees, because of gender or sexual orientation.
- (c) For the purposes of this article, racial harassment includes engaging in a course of comment or conduct that is known or ought reasonably to be known to be unwelcome, or which disrespects or causes humiliation to an employee or group of employees because of race, colour, creed, ancestry, nationality, place of origin, or ethnic background.
- (d) A bargaining unit employee complaining of sexual or racial harassment involving another bargaining unit employee, may state the facts of the case in writing or verbally to the Union's Harassment Complaints Counsellor (a person designated and trained by the Union to specifically handle sexual and racial harassment complaints and hereinafter referred to as the Counsellor). If the Counsellor determines that the complaint warrants investigation, the counsellor shall contact the Human Resources Department of the Employer. Together, they shall agree upon the most appropriate method of investigating the complaint. When deemed appropriate, the Counsellor shall be enabled to investigate the complaint, on the Employer's premises, under conditions and time constraints to be mutually agreed upon. The Counsellor shall issue a non-binding recommendation to the Employer to resolve the complaint. Notification of the Employer's resultant action shall be delivered to the complainant, the respondent and the Counsellor. The Counsellor shall not be a compellable witness at any arbitration proceeding

arising from matters dealt with under this Article. All communications shall be treated as confidential.

- (e) Where an arbitrator concludes that article 3.02 (a) has been breached, the arbitrator may direct that the aggrieved employee not be required to continue to work in proximity to any person found to have engaged in harassment; or that any employee found to have engaged in harassment be reassigned to another department or time of work without regard to the employee's seniority, classification or wage.
- (f) Where an arbitrator finds that sexual or racial harassment has occurred, the arbitrator shall impose a remedy which is designed to affect only the perpetrator, insofar as that is practical, and where there is any detriment to be suffered respecting job classification, seniority, wage rate, etc., such detriment shall fall solely upon the perpetrator and not upon other bargaining unit employees including the aggrieved employee.

3.03 Discussions will be held from time to time between the Employer and the Union to identify and eliminate any potential barriers to employment.

3.04 The Employer shall not hire summer students if there are employees on lay off in the machine operator classification. Summer students will not be asked or permitted to work overtime unless bargaining unit employees in the classification and department in which the student is assigned are unable or unwilling to work.

## Article 04 - Employer Rights

4.01 It is the exclusive function of the Employer to hire, promote, demote, classify, transfer and suspend employees and also the right of the Employer to discipline or discharge any employee for cause, provided that a claim by an employee who has acquired seniority, that the discharge or discipline has been without reasonable cause, may be the subject of a grievance and dealt with as hereinafter provided.

4.02 The Union further recognizes the right of the Employer to operate and manage its business in all respects in accordance with its commitments and responsibilities. The location of the plants, the products to be manufactured, the schedules of production, the methods, processes and means of manufacturing, the issuing of job descriptions and the right to decide on the number of employees needed by the Employer at any time, the right to use improved machinery and equipment, and jurisdiction over all operations, buildings, machinery, tools and employees are solely and exclusively the responsibility of the Employer. The Employer also has the right to make, alter from time to time and enforce reasonable rules and regulations to be observed by the employees. The Employer will retire all employees at age 65.

4.03 Without limiting the generality of the foregoing provisions, breach of any of the plant rules or of any of

the provisions of this agreement, shall be sufficient cause for discipline.

- 4.04 The Employer agrees that it will not exercise its functions in a manner inconsistent with the provisions of this agreement.

## Article 05 - No Strikes or Lockouts

- 5.01 During the life of this collective agreement the Employer and the Union agree that there will be no strikes or lockouts as defined under the Ontario Labour Relations Act.
- 5.02 When a risk of physical danger exists, bargaining unit members shall not be required to cross a picket line erected by a third party group of workers involved in a labour dispute.

## Article 06 - Union Security

- 6.01 The Employer agrees that all employees shall become and remain members of the Union as a condition of their employment. In the event an employee does not desire to remain a member of the Union, the employee will still have to pay union dues.
- 6.02 The Employer shall deduct from the pay of each member of the bargaining unit, weekly, such union dues, fees and assessments as prescribed by the Constitution of the Union.
- 6.03 The Employer shall remit the amounts so deducted, prior to the end of the following week, as directed by the Toronto Area Office, payable to the International Secretary Treasurer.
- 6.04 (a) The weekly 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 week. Such statement shall also list the names of the employees from whom no deductions have been made and the reasons why. The Union will supply the Employer with the necessary Dues Deduction Forms.
- (b) The Employer will give the Plant Chairperson a copy of the Union Dues Deduction list.
- 6.05 The Union agrees to indemnify and save the Employer 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.
- 6.06 The Employer agrees to print on the employees T-4 Slip the amount of Union Dues so deducted.
- 6.07 The Employer agrees to deduct from the pay of any employee such amount as may be authorized by him/her, and forward same with the required information to the Cangeco Credit Union. It is further

agreed that the Employer may limit changes in the amount to be deducted to once every six (6) months for any employee. The Employer also agrees to deduct from the pay of any employee such amounts authorized by him/her, and forward same with the required information to the U.S.W.A. District 6 Savings Fund. (This may include payments to the First Ontario Labour Sponsored Investment Plan).

- 6.08 (a) The Employer agrees to deduct, on a weekly basis or at an interval agreed to by the Employer and the Union, the amount of one cent (\$0.01) per hour from the wages of all employees in the bargaining unit for hours worked including paid holidays and, prior to the fifteenth day of the month following, to pay the amount so deducted to the Humanity Fund and to forward such payment to United Steelworkers of America, National Office, 234 Eglinton Avenue East, Toronto, Ontario, M4P 1K7, and to advise, in writing, both the Humanity Fund at the aforementioned address and the local union that such payment has been made, the amount of the payment, and the names of all employees in the bargaining unit on whose behalf such payment has been made.
- (b) Participation by any employee in the bargaining unit in the program of deductions set forth in this article, may be discontinued by the employee after receipt by the Employer and the Local Union of the employee's written statement of his/her desire to discontinue such deductions from his/her pay.
- (c) The Employer agrees to record total deductions paid by each employee on his/her T-4 Statement of Remuneration Paid.
- 6.09 The Employer agrees to set up, maintain and publicize a program of payroll deductions for purchase of Canada Savings Bonds. Any employee who discontinues participation in the course of one year's program, other than as a result of layoff or absence due to injury or sickness may not be permitted to enrol for a subsequent program, at the Employer's discretion.
- 6.10 The Employer 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.
- 6.11 The Union agrees that, except as provided for in this agreement, there will be no Union activity on the premises of the Employer except by agreement with the Employer.
- 6.12 The Employer agrees to introduce all new employees to the Plant Chairperson or a Shop Steward on the first day of work, either individually or as a group, during the work day. At this time, a member of Employer may be present. At this time the Employer shall provide the new employee with a copy of the Collective Agreement.
- 6.13 During the first week of hire, the Employer shall give the Union the classification, pay rate and date of hire of all new hires. At the same time this information shall be given to the new employee. Thereafter, the Employer shall keep the Union informed of any changes in an employee's status,

pay rate or classification by providing the Union with copies of the Employee Status Change Notices.

- 6.14 The Employer shall provide the Union with a weekly record of hours worked and pay received by each bargaining unit member.

## Article 07 - Union Representation

- 7.01 The Union has the right to elect or appoint one (1) Union Steward for every thirty (30) bargaining unit employees, one of whom shall be the Plant Chairperson, to represent employees on all shifts and at all locations in the handling of complaints and grievances. An additional Steward may be designated once the thirty (30) employee threshold has been exceeded.
- 7.02 The Employer shall be notified, in writing by the Union, of the names of the Union Stewards. The Employer shall not be obligated to recognize Stewards until such time as written notice has been received. In the case of shrinkage of the active bargaining unit, the Union Plant Chair shall determine which steward(s) remain protected under Article 12.06.
- 7.03 When a Steward is required to leave the work station to perform such functions as are properly provided under the collective agreement, the Steward shall first receive permission from the supervisor (such permission shall not be unreasonably withheld). Both parties recognize that any time required in the performance of these duties will not be excessive.
- 7.04 The Employer agrees that Stewards shall not suffer loss of pay for time spent in the handling of complaints and grievances as provided in this collective agreement during regular working hours on the premises of the Employer. The Employer will make all reasonable efforts to schedule grievance meetings and other Employer/union meetings so as to be completed by the end of the shift in which the meeting is held. When returning to regular duties the Steward shall so notify the Supervisor. If the Employer requests the union committee members to continue in a meeting beyond the end of the regular shift, or to meet after the regular shift has ended, the union committee member(s) shall be entitled to overtime pay at a rate of time and one half times their regular hourly wage.
- 7.05 To facilitate Union-Employer communication, the Plant Chairperson shall be assigned to the day shift. To maintain a harmonious relationship, a weekly Management Union Meeting shall be held, with two (2) union representatives and at least one (1) representative each from Human Resources and Production Management, to discuss new information or concerns which are not part of the grievance procedure.
- 7.06 The Employer shall provide the Union with access to a desk, a filing cabinet, a computer and a telephone for local calls in an enclosed office space.
- 7.07 As the sole owner of the union label of the United Steelworkers of America, AFL-CIO, CLC, the

Union grants the Employer the privilege to use the same label on products manufactured by the Employer. It shall at no time be used in any manner that will be detrimental to the interests of the U.S.W.A. members upon pain of prompt withdrawal of the privilege of its use. This label may take the form of printed copies, dies, stencils, stamps, or other software based on a master provided free of charge by the union. The privilege herein granted to the Employer is not transferable or assignable by the Employer without the express prior written consent of the Union.

- 7.08 If an authorized Staff Representative of the Union wishes to talk with a Local Union official or steward employed by the Employer, during working hours, the Employer shall be advised and shall release the official or steward from work, without loss of regular pay, and permit them to confer privately on the Employer's premises for a reasonable period of time.
- 7.09 Subject to the stipulations of Article 12.04 below the Employer shall not transfer Stewards or Safety Representatives from the plant or shift which they represent, unless their skills are temporarily required to fill in for an absent or inexperienced employee. If they successfully apply for a job vacancy at a different location or shift, or apply for a shift change in accordance with the CBA, their union position shall be relinquished.

## Article 08 - Negotiating Committee

- 8.01 The Employer agrees to recognize a Negotiating Committee of not more than three (3) employees plus the Plant Chairperson and Staff Representative, along with the Local Union President where requested by the bargaining committee. In excess of 300 active employees, one (1) additional representative will be elected for every 200 employees (or at a major fraction thereof).
- 8.02 The Negotiating Committee is a separate entity from other committees and will deal with such matters as are properly the subject matter of negotiations, including proposals for the renewal or modification of this Agreement.
- 8.03 The Employer agrees to allow members of the negotiating committee time off work without loss of pay on each day the committee meets with members of the Employer, or for proof reading of the ratified collective agreement, to a maximum of one (1) day. It is understood that payment will be limited to regularly scheduled working hours of the employees involved, and will be made only to the extent that actual contract negotiations are being carried out between the Employer and the Union.

## Article 09 - Grievance Procedure



- 9.01 It is the mutual desire of the parties hereto that any complaint or grievance arising between an employee and the Employer with respect to the application, interpretation, or alleged violation of this agreement shall be adjusted as quickly as possible.
- 9.02 It is generally understood that employees have no grievance until they have first given their immediate supervisor an opportunity to adjust the complaint.
- 9.03 If, after registering the complaint with the supervisor, such complaint is not settled within two (2) regular working days or within any longer period which may have been agreed to by the parties, then the following steps of the Grievance Procedure may be invoked:

**STEP ONE:**

The grievance shall be submitted in writing to the Supervisor through the Union. The Supervisor shall meet with the employee's Union Steward within two (2) regular working days of the receipt of the grievance in an attempt to resolve the grievance. The grievor may be present at this meeting if requested by either party. The Supervisor shall within a further two (2) working days answer the grievance in writing and return it to the Union.

**STEP TWO:**

If the decision of the Supervisor is not satisfactory, the grievance may be submitted to the next higher level of Employer, who shall, within two (2) regular working days, hold a meeting between the Union Plant Chairperson or Steward and a higher representative of Employer in a further attempt to resolve the grievance. The grievor may be present at this meeting if requested by either party. Employer shall within a further two (2) regular working days give its answer in writing to the Union.

**STEP THREE:**

If the grievance remains unsettled at the conclusion of Step Two, it may be submitted to the Employer, which shall arrange to hold a meeting within two (2) regular working days between the Union grievance committee (not to exceed three (3) in number, including the Plant Chairperson) and the Vice President, Human Resources or his/her designated representative in a final attempt to resolve the grievance. The grievor and/or the Union's staff representative or his/her designate may be present at this meeting. The Employer shall, within two (2) regular working days of this meeting give the decision in writing to the Union.

- 9.04 The Employer shall not be required to consider any grievance which is not presented within ten (10) working days (including discipline and discharge) after the grievor first became aware, or should have become aware, of the alleged violation of the agreement.
- 9.05 If final settlement of the grievance is not reached at Step Three, 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 a sole arbitrator as provided in Article 11 at any time within thirty (30) days of receipt

of the Employer's Step Three response, but not later.

- 9.06 Any grievance which is not made known within the time specified in this agreement or which is not processed through to the next step of the grievance procedure or which is not carried through to arbitration within the time specified in the agreement shall be deemed to have been dropped by the party initiating the grievance and, therefore, can no longer be processed through the grievance procedure or carried through to arbitration.
- 9.07 The Union or the Employer shall have the right to initiate a policy grievance or a grievance of a general nature, regarding the alleged violation of the collective agreement, beginning at Step Two of the Grievance Procedure, and all provisions of the grievance and arbitration Procedures shall apply to such grievances. Such grievances must be submitted within five (5) working days after the incident giving rise to the grievance.
- 9.08 (a) The time allowance provided in this article may be extended by mutual agreement between both parties in writing.
- (b) If the time allowance, or any extension thereof, is not observed by the party who has allegedly violated the Agreement, the grievance will be considered as advanced to the next step of this procedure, including arbitration.
- 9.09 When two or more employees wish to file a complaint arising from the same alleged violation of this agreement, such grievance may be handled as a group grievance and presented to the Employer beginning at Step Two of the grievance procedure. One representative grievor may be present at the grievance meeting.

## Article 10 - Discharge and Disciplinary Action

- 10.01 A claim by a discharged or suspended employee that the discharge or suspension was without just cause, shall be a proper subject for a grievance, if a written statement of such grievance is lodged at Step Two of the Grievance Procedure within five (5) working days after the employee receives notice of the discharge or suspension. Any suspension of more than one (1) day or termination will be made only after it has been approved by the manager responsible for manufacturing.

Such special grievance may be settled by:

- (a) confirming the Employer's action to discharge or suspend the employee; or
- (b) reinstating the employee with full seniority and compensation for lost wages and benefits; or
- (c) any other arrangement, except loss of seniority, which in the opinion of the conferring

parties, or the Arbitrator, is just and equitable.

If a discharge is grieved within prescribed time limits, the Employer will hold the meetings and give its final reply with seven (7) working days, after which the matter may be referred to Arbitration. If an employee is suspended pending investigation, the Employer shall investigate and dispose of the matter within five (5) working days, failing which the employee shall be paid from the date of the suspension, provided the employee makes him/herself available for the investigation within the five (5) working day period.

- 10.02 No warning slip shall be held against the record of any employee for a longer period than twelve (12) months. Copies of written warnings and suspensions will be provided to the Plant Chairperson.
- 10.03 Disciplinary suspensions shall be voided after twelve (12) months from the date of issue. The Employer shall be disqualified from using all voided warnings and suspensions in the grievance or arbitration procedure.
- 10.04 An employee who has been terminated has the right to see a steward for a reasonable period of time before leaving the premises, provided both are at work at the time. An employee who has completed the probationary period and who has been terminated while not at work will be allowed to see a steward, if so desired, at a time arranged by the Employer during working hours. The purpose of this meeting will be to determine whether such terminated employee wants to file a grievance. It is understood that if the Employer does not fulfil the above requirements, for any reason, such dismissal shall not be deemed to be null and void.
- 10.05 The Employer agrees to the concept of progressive discipline through a series of warnings. It is understood that the Employer will use such disciplinary action as is warranted by the severity of the action instigating the discipline. All final warnings shall be so indicated and a clear indication shall be given as to the nature of further disciplinary action. Demotion shall not be used as a form of discipline.
- 10.06 Employees shall be allowed access to their personnel files, provided that they have permission from their supervisor to visit the Human Resources office and have made an appointment to view the file. With the written authority of the employee, the Plant Chairperson or designate may have access to, and obtain a copy of any relevant document in an individual's file to facilitate the investigation of a grievance.
- 10.07 Both the Employer and the Union are determined to stamp out all kinds of verbal taunting, harassment, threats and physical confrontations between employees. As such, a "zero tolerance" policy exists.
- 10.08 If an employee alleged to have committed misconduct is called to give his/her side of the incident during the Employer's investigation, or for a formal disciplinary meeting, a Union Steward must be in attendance unless the employee refuses representation in the presence of the Steward.

## Article 11 - Arbitration

- 11.01 The Arbitration Procedure incorporated in this Agreement shall be based on the use of a sole arbitrator.
- 11.02 When either party requests that a grievance be submitted to arbitration, such request shall be addressed in writing to the other party of the Agreement within the time limits identified in Article 9.05. Within ten (10) working days thereafter, the parties shall meet to select at random three of the below listed arbitrators. Based on the order selected, the arbitrator shall be approached to see if the grievance can be heard within sixty (60) working days after the grievance has been referred to the arbitrator. If the first arbitrator is unable to do so, the second arbitrator will be approached. If the second arbitrator is unable to do so, the third arbitrator shall be approached.

The arbitrators are as follows:

Brandt, Prof. G. J.  
Brunner, P. J.  
Charney, G.  
Devlin, J..  
Jolliffe, T.  
Knopf, P.  
McLaren, Prof. R.  
Saltman, M.  
Shime, O.  
Teplitsky, M

- 11.03 Except where otherwise provided for in this agreement, each of the parties hereto will bear its own expense with respect to any arbitration proceedings. The parties hereto will bear jointly the expenses of the Arbitrator on an equal basis. In the event that both parties agree to use the services of an independent grievance mediator prior to the arbitration stage, the cost of such mediation services shall be borne equally.
- 11.04 The Arbitrator shall not be authorized, nor shall the Arbitrator assume authority, to alter, modify, or amend any part of this Agreement, nor to make any decision inconsistent with the provisions thereof, or to deal with any matter not covered by this Agreement.
- 11.05 The decision of the Arbitrator shall be final and binding on the parties, unless the arbitrator has erred in law.
- 11.06 No matter may be submitted to arbitration, which has not first been properly carried through all preceding steps of the Grievance Procedure.

- 11.07 No person shall be selected as sole arbitrator who has been directly involved in attempts to negotiate or settle the grievance.
- 11.08 The parties agree for the purposes of this Collective Agreement, that the Employer is not involved in the construction industry and does not fall within the description offered in Section 126 of the Ontario Labour Relations Act, nor shall it be subject to Arbitration under Section 133 of said Act.

## Article 12 - Seniority

- 12.01 The parties recognize that job opportunity and security shall increase in proportion to the length of service. It is therefore agreed that in all cases in filling job vacancies, transfers, temporary transfers, lay off, and recall after lay off, senior employees shall be entitled to preference.
- 12.02 In recognition, however, of the responsibility of the Employer for the operation of the plant, it is understood and agreed that in all cases referred to in Section 12.01, the Employer shall have the right to pass over any employee if it is established that the employee does not have the ability, qualifications and physical fitness to perform the work.
- 12.03 Employees have no seniority and are on probation until they attain seniority status by actually working for all or part of forty (40) shifts, including weekends and paid holidays. On passing probation, the employee's name shall be added to the seniority list from the last date of hire. Termination during the probationary period shall be subject to the grievance and arbitration procedure in accordance to standards applicable to probationary employees.
- 12.04 Seniority shall be on a Company-wide basis and shall mean total length of continuous service in the bargaining unit as defined in Article 2, including service for the predecessor OSF Inc.
- 12.05 Union Stewards will be issued an up-to-date seniority list when requested, with reasonable notice. Such list will contain the employee's name, payroll number, classification, date of hire and wage rate. A copy shall be permanently posted on the plant bulletin board for employee inspection. Not more than two (2) times a year the Employer will supply the Union with a computer disk containing the above information plus the addresses of all employees.
- 12.06 All stewards, including the Plant Chairperson plus the Local Union President when an employee of the Company, will be retained in employment without regards to seniority, within the numerical limits of 7.01, so long as there is work available that they are qualified and willing to perform. In addition, one health and safety representative shall be entitled to such preferential seniority.

12.07 Employees promoted to supervisory or other positions, which disqualify them from being subject to this agreement, shall accumulate seniority for a period of two (2) months following such transfer and should such employees decide to return to the bargaining unit or are returned by the Employer during the two (2) month period, they shall be returned to the job classification and department held by such employee immediately prior to such transfer. No employee subject to the above may return to the bargaining unit once the two (2) month period has expired, other than as a new employee.

12.08 Seniority shall be maintained and accumulated during:

- (a) absence due to lay-off, sickness or accident;
- (b) authorized leave of absence.

12.09 An employee shall lose seniority standing and shall be deemed to have terminated employment and the employee's name shall be removed from all seniority lists for any one of the following reasons:

- (a) if the employee voluntarily quits;
- (b) if the employee is discharged for just cause and is not reinstated through the grievance procedure;
- (c) if the employee, upon being recalled from lay-off, fails to report to work within five (5) working days after the mailing by courier or priority post of such notice of recall. A copy of such notice shall be given to the Union at the same time as it is sent to the employee. It will be the sole responsibility of employees to keep the Employer informed of their correct address and phone number at all times and the Employer only assumes responsibility for contacting employees at their last address on record.
- (d) if the employee has been on lay-off for lack of work for a period of more than twenty four (24) consecutive months;
- (e) if an employee is absent for three (3) consecutive working days, without notifying the Employer, unless the employee furnishes a reasonable explanation for that absence to the Employer. (This clause does not apply to employees whose absence is on medical grounds, notification of which is governed by Article 20.06 hereinafter);
- (f) if an employee fails to return to work upon termination of an authorized leave of absence, unless the employee furnishes an explanation reasonable to the Employer;
- (g) if an employee accepts gainful employment while absent or on leave of absence, without prior approval of the Employer;

(h) if an employee retires.

## Article 13 - Job Posting

- 13.01 All new jobs and all vacancies, within the bargaining unit, shall be posted in the plant for three (3) working days, and employees in the bargaining unit may apply. When the application period has expired, the Employer will post a list of applicants prior to determining who is successful. The positions will be filled in accordance with articles 12.01 and 12.02.
- 13.02 Employees shall be examined in declining seniority order to determine if the employee has the skills, ability, and physical fitness to perform the posted position. Trial and orientation on the job is a satisfactory method of establishing this. The Employer may override a senior applicant's right to undertake this trial and orientation, but only if, after thorough and fair examination, the applicant is demonstrably unqualified to do so. This examination may include but shall not be limited to practical production tests, interviews, review of personnel records and supervisor's assessment of the employee's prior work performance. Reading, writing and oral English skills shall be tested only to the extent that they are actually required for the performance of the position. Any test administered to applicants prior to trial and orientation shall be reviewed and discussed with the Joint Job Description Committee. Details of job award procedures are outlined in Letter of Understanding # 6, in Schedule "C" of this Agreement.
- 13.03 All classifications, under this article, shall be subject to a trial and orientation period as shown on the job description and in Schedule "B" of this agreement. During the trial and orientation period, the employee shall demonstrate skills competency to meet the production requirements. If the employee is unable to demonstrate this, the employee shall be returned at any time during the trial and orientation period, to the employee's original classification. Employees shall be informed of any deficiencies in performance and given an opportunity to correct them.
- 13.04 Should an employee be returned to the original classification during the trial and orientation period, any promotion which occurred as a result of the employee's promotion shall be reversed and all affected employees returned to their original classifications. In this instance only, all other seniority provisions of this agreement are superseded. Any employees, returned to the original classification due to this article, who have successfully passed their own trial and orientation period, shall have a notification placed in their personnel file indicating that they are qualified for the position. Should they subsequently be re-promoted to the position for which they have previously qualified, they shall not be subject to a trial and orientation period.
- 13.05 An employee selected on this basis, or who declines the position either during or after the trial and orientation period, will not be eligible to be promoted to another job for a period of six (6) months from the date of acceptance of the original promotion unless no other qualified employee has applied

for the later vacancy. If an employee fails to complete a trial and orientation period, or fails a prior test, he/she cannot undertake another trial or test for that same classification for a further six (6) months.

- 13.06 The Employer will select the successful applicant to a job posting within ten (10) working days following the expiry of the posting period. The Employer will post the name of the successful applicant to a job posting within a week of the selection. If the posted position is cancelled or there are no qualified applicants for the job posting, the Employer will post a notice indicating this. Only once it has been determined that there are no qualified bargaining unit applicants may the Employer hire from outside the bargaining unit. The company may post a position as a training position if no internal applicant is qualified.
- 13.07 If an employee is assigned to one shift and a permanent job vacancy occurs in his /her classification on another shift, the employee may transfer to that shift in accordance with seniority. A new job posting shall then be made for the vacant shift. The transfer will not occur until the new posting has been filled.
- 13.08 Whenever (a) an employee is awarded a posted position which is temporarily vacant or provisionally awarded due to the promotion or absence of another employee.
- And (b) the other employee returns to that position due to Article 12.07 (return to bargaining unit), Articles 13.04-13.05 (trial and orientation), Article 16.08-16.09 (maternity or parental leave) or Article 14.02 (vacation, personal leave, sickness, injury) then
- (c) the Employer may opt to “bump back” the interim replacement to his/her previous classification regardless of plant-wide seniority.

## Article 14 - Temporary Transfer

- 14.01 When employees are temporarily transferred to a higher paying job classification than their own, they shall receive the higher rate for each hour worked, if this lasts for four (4) hours. If employees are temporary transferred to a lower paying position, their rate shall not be thereby reduced.
- 14.02 A temporary transfer is defined as a transfer that is not expected to exceed thirty (30) continuous working days. When this maximum period is expected to be exceeded, a job vacancy shall be posted. If a transfer is expected to exceed thirty (30) continuous working days because of an employee’s absence, a temporary job vacancy will be posted. When the absent employee returns to active work, the appointee to the temporary vacancy may, at the Employer’s discretion, be returned to his/her previous classification and duties. If the absent employee quits, retires, is terminated, or if the Employer decides not to bump back, the incumbent of the temporary position shall be deemed the incumbent of a permanent position, without need for a new posting



14.03 A list of all temporary transfers where an employee receives a higher rate of pay in the previous week shall be given to the Plant Chairperson.

## Article 15 - Layoff Procedure

15.01 In the event of a lay-off due to lack of work, the Employer will give two (2) regular working days notice, or pay in lieu of notice. These provisions will not apply in the case of failure of utilities, sabotage, natural disasters or emergencies.

15.02 Where it becomes necessary for the Employer to reduce the work force, the following steps shall occur:

- (a) The Union shall be informed at least six (6) hours prior to the notice of any layoff and the Plant Chairperson or designee shall assist the Employer in the bumping procedures.
- (b) All probationary employees shall be terminated prior to the layoff of any employees that have seniority under this agreement, subject to 12.02.
- (c) The Employer shall post a notice declaring a surplus of employees within a specific classification or classifications and shall post the names of the most junior employees within the classification or classifications as the employees to be laid off. An up-to-date seniority list of all bargaining unit employees shall also be posted at this time.
- (d) An employee exempted from layoff because of the classification held by that employee shall not subsequently perform the work of a classification from which employees with more seniority have been laid off.
- (e) An employee displaced by the provisions of 15.02 (c) may exercise Company wide seniority and bump any employee with less seniority in a job classification that is equal to or lower paid than the displaced employee currently holds, and which the employee is capable of performing, without training, within a five (5) day trial period. Where the employee bumps into a classification which has a trial and orientation period greater than five (5) days (as per Schedule "B"), the employee must have had previous experience within the classification with the Company (including OSF experience), based on the current job description, and shall not receive the trial period but, instead, will be expected to successfully perform the job duties immediately. An employee is only allowed one bump, unless the employee is subsequently displaced by another bump. An employee who elects to bump shall receive the rate of pay for the classification bumped into on the date that the employee is actually moved into the classification.
- (f) Each laid off employee shall be individually notified in writing and shall have the right to consult with a Union Steward prior to any decision to bump. Notification of election to exercise bumping rights shall be in writing to the Employer on the appropriate form, as

promptly as possible, but within twenty four (24) hours. An employee who is bumped may, in turn, have the right to bump another employee with less seniority under the provisions of this article.

- (g) The Plant Chairperson shall be given a copy of any lay-off notice, written notification of all bumping which has taken place, and at the same time, an up-to-date seniority list.
- (h) Employees absent on maternity or parental leave at the time of layoff shall not be deemed laid off until they notify the Employer of their intention to return to work. Similarly, employees absent on WSIB or WI shall not be deemed laid off until they have been certified fit to return to work, but shall receive notice of impending layoff.
- (i) Employees on leave of absence at time of layoff, for reasons other than above, shall be issued a layoff notice in accordance with 15.01; any bumping rights they have must be exercised within 24 hours of their approved return from leave.

15.03

- (a) An employee who has bumped into another job classification shall have the first opportunity to return to the job classification from which the employee was originally bumped, when a vacancy occurs within that classification, and also first opportunity for any temporary transfer in that classification.
- (b) While an employee is laid off from a particular classification, temporary transfer for the work of that classification shall not be offered to other employees retained at work without prior consultation with the Union.

15.04 When the Employer decides to call laid off employees back to work, the following steps shall occur:

- (a) Recalls shall be in order of seniority. An employee shall be offered recall to the first vacant job which the employee is qualified to perform. Recall to a lower paying classification may be refused without loss of seniority rights; however, the Employer shall not recall the employee to any classification that the employee has refused recall to.
- (b) Employees may decline recall to their own classification because of the shift offered within 24 hours after receiving notification from the Employer, but only so long as junior employees in that classification are available for recall instead. Any employee who declines recall on this basis forfeits any right to future offers of recall to the refused shift. If no junior employee remains on lay-off, the employee must accept recall.
- (c) If a recall is expected to last fewer than 4 weeks, it shall be designated a “temporary recall”. This may be declined without a loss of seniority rights, but shall not be offered again to that employee during the same period of layoff.

- (d) Employees who are sick, certified by a medical practitioner, at a time when they are entitled to recall seniority, shall be issued a notice of impending recall. Once they are certified fit to return to work they will become eligible for the next recall, based on seniority. However, such an employee shall not be subject to termination under 12.09 (d) for the duration of the lay-off. In the case of employees who are on Maternity/Parental leave this recall shall become effective once they are certified fit to return to work, and give due notice of their intention to return from Maternity/Parental leave.
- (e) Laid off employees who expect to be away from their residence for a period of five days or more, shall indicate in writing that they are unavailable for recall and the dates. If a recall occurs in the meantime, they shall be passed over but still retain seniority rights, which they may exercise at the time of the next recall. Employees shall not exercise this option more than once per layoff and the leave shall not extend beyond two months from the date they were unavailable for recall, except in situations beyond the control of the employee.

## Article 16 - Leave of Absence

- 16.01 The Employer shall grant an employee a reasonable leave of absence without pay for a legitimate personal reason, provided that such leave does not interfere with the operation of the plant, except in a legitimate verifiable emergency situation when reasonable leave shall be granted. The employees agree that they will not exercise an emergency leave in an unreasonable manner. Unless they so desire, employees shall not be required to deduct emergency leave from their vacation entitlement.
- 16.02 An employee requesting a leave of absence shall make such request in writing to the Employer, on the appropriate form. The Employer shall signify that it grants or denies the leave of absence in writing on the form and shall return a copy to the employee, within one week of the date that the employee submitted the request or earlier in an emergency situation.
- 16.03 Employees who have been elected or appointed by the Union to attend Union conventions or conferences or other Union business shall be granted a leave of absence by the Employer up to a maximum of forty (40) days per year. The Union will notify the Employer in writing, as early as possible prior to the start of the leave, of the names of the members requiring leave. Seniority will accumulate during such period. No more than four (4) employees will normally be involved in each request. Approval of any more employees shall be granted provided the leave does not interfere with production needs as determined by the Employer.
- 16.04 The Employer shall notify the Local Union Steward or Plant Chairperson of any leave of absence granted pursuant to this Article.
- 16.05 The Employer agrees to continue the pay of any employee absent from work on Union business, and the Union shall reimburse the Employer for such wage payment upon receipt of a monthly

statement. Such leave of absence shall be authorized in writing by the Union.

- 16.06 The Employer will grant leaves of absence with pay up to a combined total of fifteen (15) days per contract year for employees who, upon written request of the union, attend union classes and training programs approved by the Employer.
- 16.07 The Employer agrees to grant an employee leave of absence without pay and benefits for up to one (1) year to work in an official capacity for the Union, provided such request is made by an authorized representative of the Union. In the event the employee wishes benefits, the employee will be entitled to all benefits, with the exception of weekly indemnity benefits, provided the employee pays the premiums as they become due.
- 16.08 Female employees shall be granted leave of absence without pay for pregnancy. Such leave shall commence at the employee's discretion, but no earlier than eleven (11) weeks before the expected birth date, and it shall end at the employee's discretion (subject to medical clearance) no more than seventeen (17) weeks after it began. The employee shall give the Employer two weeks written notice prior to commencing a leave of absence for pregnancy and a certificate from a legally qualified medical practitioner stating the expected birth date. She may then take an additional 35 weeks of parental leave, as per Article 16.09, which must begin immediately.
- 16.09 The Employer shall grant a leave of absence without pay for 37 weeks or less (at the discretion of the employee) (35 weeks if continuing pregnancy leave) for the purposes of Parental leave following the birth or adoption of a child (children). The employee must provide the Employer with documented proof of the birth or adoption, two weeks notice in writing of the date of the leave and, if the leave will be less than 37 (or 35) weeks in duration, four weeks notice of the return to work. The only exception to this would be if an adopted child came into custody sooner than expected and then the two weeks written notice could be waived. If the employee wishes to alter the date of the leave or the return to work, the same periods of written notice will be required. This leave is subject to the following conditions:
- (a) An employee must have been employed with the Employer for no less than 13 weeks in order to qualify for this leave.
  - (b) Parental leave may begin not more than 35 weeks after the day the child (children) is born or adopted or comes into the custody, care and control of the parent. If the employee has taken pregnancy leave it must begin immediately following this leave, provided that the child (children) has come into the custody, care and control of the parent.
  - (c) During the leave, the employees will continue to participate in all benefits related to their employment unless they elect in writing not to do so.
  - (d) Seniority continues to accrue during this leave and the Employer shall reinstate the

employee when the leave ends to the position most recently held if the position still exists, or to a comparable one if it does not, under the guidelines of seniority as outlined in this agreement. The wages will be the same as the employees would have been earning if they had worked throughout the leave.

(e) The Employer shall not intimidate, discipline, suspend, lay off, dismiss or impose penalty on any employee because of the employee's request to take advantage of this leave.

16.10 The Employer's payments toward all group benefits, except weekly indemnity, will be continued for a period of three months following the month of the commencement of the unpaid leave of absence; except in the case of pregnancy or parental leave when entitlement to benefits (except weekly indemnity) shall continue. They will be reinstated upon the return of the employee to full-time duty.

## Article 17 - Bulletin Board

17.01 The Employer agrees to provide two (2) Bulletin Boards in areas accessible to employees in the plant for the purpose of posting meeting notices and official Union information. Notices will be signed and posted only by officers of the Union and must be in keeping with the spirit and intent of this agreement. The Employer reserves the right to remove any posting and immediately meet with the Plant Chairperson or designate to discuss the appropriateness of such a posting.

## Article 18 - Reporting and Call-in Pay

18.01 Employees reporting for work as usual on a regular working day or requested overtime shift, unless notified by the previous day not to report, and for whom no work at their regular job is available, shall be offered four (4) hours employment in other work at the employee's current rate of wages, or, at the Employer's option, will be paid for four (4) hours pay in lieu of work.

18.02 Any employee who has completed the regular shift and leaves the plant and is then recalled to work shall receive a minimum of four (4) hours pay at the employee's regular straight time rate.

18.03 In the event of failure of utilities, sabotage, natural disaster or emergency, two hours' notice by telephone is sufficient to avoid reporting pay, and if any employees already at work are sent home, they shall receive two (2) hours pay in lieu of further work, or the balance of their shift, whichever is less. In the event of machinery breakdown, the Employer shall assign employees to other work within the plan affected.

## Article 19 – Outside Assignments

- 19.01 If any employees in an emergency situation not related to a work stoppage are ordered to perform work in another location not covered by this collective agreement, the Union shall be notified and that the employees have the right to refuse such an outside assignment. If the assignment is accepted, all terms and conditions of this agreement shall apply.
- 19.02 Whenever employees are requested to use their personal automobile for transport on the Employer's business, the employees shall be reimbursed at the rate of thirty two (32) cents per kilometre.
- 19.03 All employees required to perform work for the Employer outside of the city of Toronto area, shall have all transportation and reasonable living expenses incurred paid by the Employer. This shall be limited to reasonable and customary meal expenses (supported by receipts) and the actual cost of room accommodation and transportation approved by the Employer.
- 19.04 The Employer agrees to pay (at straight time rates) for all actual time spent on any day traveling to and from any job outside the city of Toronto area. This traveling time pay shall not exceed eight (8) hours in any twenty-four (24) hour period. If the job is a distance of 400 or more kilometers from Toronto City Hall, and last for more than one (1) month, the employee shall be entitled to return home once per month, and shall be paid for the travel expense in accordance with article 19.02 and 19.03 above.

## Article 20 – Incapacitated Employees

- 20.01 In the event that an employee is injured in the performance of work associated duties, such employee shall, to the extent that the employee is required to stop work and receive treatment, be paid all lost wages for the time necessarily away from work up to a maximum of the remainder of the employee's regular shift. If it is necessary, the Employer will provide or arrange for suitable transportation for the employee to the hospital and back to the plant or to the employee's home, at the Employer's option.
- 20.02 In the event that employees become physically incapacitated as a result of a workplace injury, occupational disease, or non-work related disability, the Employer will attempt to provide such suitable employment as is available. To benefit from this, employees whose incapacity is not work-related shall be solely responsible for providing the Employer with full medical information from the treating physician.
- 20.03 The Employer and the Union agree to continue a Joint Modified Work Committee for the purpose of studying all opportunities for modifying existing jobs or supplying light duties to employees in order to assist them in returning to work from an illness or injury. The committee shall be comprised of two (2) members from the union and two (2) members of the Employer and shall work with and receive

advice from the Employer medical staff, if applicable. The committee shall be empowered to examine the scope and parameters of a program and develop, implement and monitor this program.

- 20.04 Accommodation shall be guided by the following principles:
- [a] The Employer shall first seek ways of modifying the employee's existing job to accommodate the employee's disability.
  - [b] If the Joint Committee agrees that it is physically or technically impossible, or financially prohibitive, to modify the employee's job, the employee shall be offered an alternative job or modified alternative job within the bargaining unit considered suitable by the committee.
  - [c] If the joint committee agrees that reduced hours in a work hardening program are in the best interests of the employee, the Employer shall accommodate this wherever possible, and provide documentation to the employee, with a copy to the Joint Committee, outlining the return to work guidelines. Under such a program, the Employer will make its best efforts to arrange top-up payment by the benefits provider or WSIB, when the employee works all the modified hours scheduled; otherwise, the employee will receive pay only for the hours actually worked.
- 20.05 An employee's reinstatement after sick leave shall be conditional on the employee supplying, when requested, a certificate from a physician that the employee is sufficiently recovered from a sickness which caused the absence and is fit to perform the work to which the employee is returning.
- 20.06 Employees absent on Weekly Indemnity or Workers' Compensation shall supply the Employer with a written certificate of incapacity from their treating physician within one week of their initial absence, but shall inform the Employer by telephone within the first three (3) days of the absence. If this information is not promptly forthcoming, the Employer shall send a letter by courier or Priority Post to the employee's address on record stating that failure to provide such information within three (3) working days of the letter's mailing will entail immediate disciplinary action up to and including dismissal.
- 20.07 An incapacitated employee, if otherwise eligible under the collective agreement, shall be given the opportunity to apply for and fill any posted job vacancies, provided that medical restrictions allow the employee to perform all the essential duties of the job. However, the layoff and recall provisions of the collective agreement shall apply in the same manner as if the person had not been incapacitated, subject to 15.02(h) and 15.04 (d).
- 20.08 The Employer agrees that there will be no reduction in any employment benefit due to hours absent because of sickness or injury which the WSIB (or its successors) determines has arisen out of or in the course of the employee's employment, including but not limited to pension credits or medical/dental coverage but not including Weekly Indemnity or other sick leave benefits.
- 20.09 The cost of any medical report, certificate or document, which an employee has been required or specifically asked to obtain by the Employer, shall be reimbursed or entirely paid by the Employer.

- 20.10 If the Company makes a medical professional available for consultation by employees during working hours, use of his/her services is voluntary, and no disciplinary action shall be taken against employees who decline to see him/her.

## Article 21 - Jury Duty

- 21.01 Any employee who is required to serve on a jury or who is subpoenaed as a Crown Witness to appear in court shall continue to receive their regular hourly rate for such services. Payment of the employee's current hourly rate for the time lost from regularly scheduled work by reason of such service is subject to the following provisions:
- (a) employees must notify their supervisor one week prior to the scheduled appearance for jury duty or Crown Witness duty;
  - (b) any employee called for jury duty or Crown Witness duty and who is temporarily excused from attendance at court must report to work if a period of time remains to be worked on the employee's shift;
  - (c) in order to be eligible for such payments, an employee must furnish a written statement from the appropriate public official showing the date and the time worked and the amount of pay received;
  - (c) Coroner's Inquest only with regard to an accident in the plant.
- 21.02 If the employee fails to provide the documentation outlined in Article 21.01 (c) within four (4) weeks, the employer is authorized to deduct the monies paid out from future pay cheques.

## Article 22 - Safety and Health

- 22.01 The Employer and the Union acknowledge their common concern for maintaining a healthy and safe working environment. In order to effect a thoroughly understood and accepted Health and Safety Program for employees at work, it is agreed that joint and creative methods should be encouraged. To this end a joint Health and Safety Committee will be established consisting of at least three (3) members elected or appointed by the Union and at least three (3) members appointed by the Employer. The Employer and the Union will each designate one member as Co-Chairperson of the Committee. If the Employer commences operations in a new location(s), the union may appoint one (1) additional committee member for each new location.
- 22.02 The Employer will continue to make rules and provisions for the Health and Safety of its employees



and will continue its existing safety devices and practices for the purpose of protecting employees from injury, accident and unhealthy conditions subject to such improvements or changes as may be introduced by the Employer from time to time. The Union agrees to co-operate with the Employer's efforts to ensure compliance. In making any changes affecting any employee with respect to the Health and Safety program, or a personal protective program, it is the intention of the Employer to discuss such changes prior to their introduction at a meeting of the joint Health and Safety Committee.

22.03 The Employer and the Union agree to co-operate fully in developing and maintaining a strong sense of safety awareness among employees. In this connection, it is recognized that every employee has the right and the duty to report unsafe conditions and practices to the immediate supervisor without prejudice and/or fear of reprisal.

22.04 The Joint Health and Safety Committee will:

- (a) Schedule a regular monthly meeting for the purposes of reviewing the on-going Health and Safety Program of the Employer, exchanging and discussing health and safety information and considering specific health and safety problems within the Employer. The Committee may make recommendations concerning matters discussed to the Employer.
- (b) Designate one member selected by and from the Union, and one member selected by and from the Employer, to form an inspection team. This inspection team will conduct a monthly safety inspection at a mutually agreed time. As far as is practical, the monthly safety inspection will immediately precede the monthly committee meeting. The findings and recommendations of the inspection team will be reported at this meeting.
- (c) Designate one Union member from the Committee, selected by the Union to accompany a Ministry of Labour official (subject to the official's consent), during an official inspection tour. Should any or all of the present responsibilities of the Ministry of Labour be transferred to any other government agency, then the representative of such agency will be recognized. Such member will be given a leave of absence with pay for the time taken for the tour.
- (d) Designate one member selected by and from the Union, and one member selected by and from the Employer, to form an accident investigation team. They will investigate promptly all critical injuries and unsafe conditions or practices, which may be reported. Such investigations will include accidents, which might have caused a critical injury to an employee, whether or not such injury occurred.
- (e) Consider and exchange published material pertaining to potentially hazardous materials and/or substances.

- (f) Review and discuss the performance of and changes in the Health and Safety program and in personal protective equipment programs and make recommendations concerning such matters to the Employer.
- (g) When mutually agreeable, for the purpose of clearing up misunderstandings on matters of Health and Safety, inspection trips will be arranged to view the operation or area under discussion.
- (h) Review, assist in the development and monitor the effectiveness of health and safety training programmes for employees.
- (i) Review and monitor the effectiveness of first aid training of designated employees, to ensure adequate coverage at each Employer location and on each shift.

- 22.05 The Employer will provide the Joint Health and Safety Committee with a report on the status of matters referred to in (f) above, at the next regular committee meeting.
- 22.06 The Employer will use its best efforts to provide minutes of the Joint Health and Safety Committee meetings to its members, within five (5) regular working days. At the following meeting, discussion of the minutes will normally be the first order of business.
- 22.07 The Employer will provide the Joint Health and Safety Committee once a month with a monthly summary of injuries and copies of WSIB Form 7s for review and discussion by the Committee. The Employer will also provide a list of employees who the Employer is aware have applied for WSIB benefits for occupational illness and/or disease, indicating which claims the Employer has questioned.
- 22.08 All employees are required to wear safety shoes, and upon completion of their probationary period, the Employer will contribute up to ninety-five dollars (\$95) per contract year toward the purchase of safety shoes. The employee will be required to submit a receipt indicating that safety shoes were purchased.
- 22.09 The Employer will provide those employees who require safety glasses for work and who wear prescription glasses, with prescription safety glasses not more often than once every two (2) years. These will be of a standard determined by the Employer. Employees who prefer to purchase prescription safety glasses from an independent supplier will be reimbursed up to ninety dollars (\$90) single vision or one hundred and fifteen dollars (\$115) bifocal once every two years. A receipt shall be submitted to the Employer showing that CSA approved safety glasses were purchased. In order for an employee to claim for repair or replacement of prescription safety glasses due to breakage or serious scratching, the employee must file an accident report and provide the damaged pair of glasses to the Human Resources office.
- 22.10 The Employer shall furnish such other protective devices, safety apparel and equipment as the

Employer determines necessary to protect employees from injury due to accident or health hazard. Initial and replacement issuances will be made at no cost to the employee, when such replacements are necessary because of normal wear and tear and the worn or broken item is returned to the Employer. Reasonable provisions shall be made by the Employer for the cleaning and maintenance of such protective devices and safety apparel and equipment.

- 22.11 Newly hired employees will be trained and instructed on all health and safety matters relating to the job and the responsibility of the employee, the Supervisor and fellow employees. Such training and instruction shall include, but shall not be limited to, the Workplace Hazardous Materials Information System programme. All employees in departments whose operations have been identified as particularly hazardous shall receive training in safe operating procedures. Safety training will be provided to all employees to instruct and inform them of changes in regulations or the introduction of new hazards or new safety techniques in the workplace.
- 22.12 Employees have the right to refuse work that is unsafe or hazardous to their health. If an employee refuses work on these grounds, the supervisor shall immediately call in the designated certified health and safety representatives from the Employer and Union (or, in the absence of one or both of them, another representative from each side of the Joint Health and Safety Committee) to investigate the hazard complained about. At this time, the work in question shall be suspended, and alternate work shall be found for the complainant(s) during the regular shift. If the two representatives agree that the work is unsafe or hazardous, it shall not be performed until the situation has been rectified. If they disagree between themselves, or if they both conclude that the work (with or without modification) is not in fact unsafe, the employee retains the right to request an investigation by a Ministry of Labour Inspector, pending which the employee shall be assigned to alternate work.
- 22.13 All members of the Joint Health and Safety Committees shall be given certification training, according to Ministry of Labour specifications, at no wage loss.

## Article 23 - Paid Holidays

- 23.01 The following shall be recognized as holidays to be paid for on the basis of the employee's straight time hourly rate multiplied by the number of hours the employee would normally Have worked on that day, exclusive of shift premium:

New Year's Day  
Good Friday  
Easter Monday  
Victoria Day  
Canada Day  
Civic Holiday  
Labour Day

Thanksgiving Day  
Christmas Eve  
Christmas Day  
Boxing Day  
Plus one (1) Floater Days (to be observed during the Christmas holiday)

Or days celebrated in lieu thereof, regardless of the day on which it falls, subject to the following conditions. The Employer and the Union shall meet at least three (3) months prior to any statutory holiday for which one party would like to change the date of observance, to determine whether such a change is agreeable to the other party.

23.02 Employees will be paid for a holiday provided they:

- a) work their last scheduled shift immediately preceding and their first scheduled shift immediately following the holiday unless permission to leave early or return late is asked for and granted beforehand. However, employees shall not lose the holiday if absent on either or both qualifying days because of non-occupational illness which is verified by a certificate signed by a duly recognized medical doctor, provided they work within three (3) regular working days prior to or after the holiday. In addition, anyone on an approved leave of absence will not lose the holiday pay provided the employee worked three (3) days before or after the holiday.
- b) are on the active payroll of the Employer and not on WSIB or lay-off.

23.03 If employees work on any of the said holidays, they shall be paid for all hours worked at 1 ½ times their regular rate of pay, in addition to holiday pay.

23.04 If any of the above holidays fall or are observed during an employee's vacation, the employee shall receive pay for that day, at the regular straight time hourly rate and shall not lose vacation entitlement for that day.

## Article 24 - Vacations and Vacation Pay

24.01 An employee who on the 1st day of July in each year, has:

- (a) completed the probationary period but less than one (1) year of continuous service with the Employer, shall receive one (1) day of vacation for each complete month of service up to a maximum of ten (10) days vacation, and will be paid at the rate of 4% of earnings.
- (b) one (1) year or more of continuous service with the Employer but less than five (5) years of continuous service, shall receive two (2) weeks vacation per year, and will be

paid at the rate of 4% of earnings, until the July 1<sup>st</sup> after completion of four (4) years continuous service, when the rate becomes 6%.

- (c) five (5) years or more of continuous service with the Employer shall receive three (3) weeks vacation per year, and will be paid at the rate of 6% of earnings, until the July 1<sup>st</sup> after completion of nine (9) years continuous service, when the rate becomes 8%.
- (d) ten (10) years or more continuous service with the Employer shall receive four (4) weeks vacation per year, and will be paid at the rate of 8% of earnings, until the July 1<sup>st</sup> after completion of seventeen (17) years continuous service, when the rate becomes 10%.
- (e) eighteen (18) years or more continuous service with the Employer shall receive five (5) weeks vacation per year, and will be paid at the rate of 10% of earnings.

- 24.02 The standard vacation year shall be from July 1st of one year to June 30th of the following year. Earnings include premiums and any lump sum adjustments. In the third week of July each year, an additional payment shall be made of the applicable percentage of the total weekly vacation pay paid out between July 1st of the previous year and June 30th of the current year.
- 24.03 For Employees who wish to extend their vacation period, the Employer is prepared to grant an employee a maximum of four (4) weeks Leave of Absence at a time that is mutually agreed upon by the Employee and the Employer. The employee must request this additional Leave of Absence for the purpose of extending their vacation at the time they select their mandatory vacation.
- 24.04 Vacation pay shall be paid on a weekly basis, as part of the regular wage deposit. The Employer shall deposit the vacation portion into a separate account if the employee so directs.
- 24.05 Any employee who is hospitalized in Canada because of sickness or accident while on scheduled vacation will be considered as being on sick leave during the period of such illness, provided that documentation satisfactory to the Employer is submitted when requested by the Employer. Any unused vacation time may be re-scheduled at a future date mutually agreeable to the employee and the Employer.
- 24.06 Requested vacation dates for the coming vacation year shall be submitted in writing on the standard form to the employee's supervisor, who shall forward it to Human Resources. If submitted by May 15 all requests for leave of absence under Article 24.03, and/or vacation will be processed in accordance with bargaining unit seniority, respecting anticipated staffing requirements within each department. In case of scheduling conflicts or difficulties, every reasonable effort will be made to discuss possible date adjustments with the employee(s) involved. Requests submitted after May 15th will be processed on an "as received" basis and should be made at least four (4) weeks prior to the first vacation date proposed.

## Article 25 – Wages, Job Descriptions and New Classifications

- 25.01 Employees shall be classified and paid in accordance to Schedule “A” which forms part of this Collective Agreement.
- 25.02 Payment of Wages - All employees shall be paid weekly by direct deposit to their bank account on Fridays. Employees shall be given a detailed record of this payment by the end of their Thursday shift. The pay week runs from the Monday to Sunday prior to pay day.
- 25.03 The Employer and the Union shall continue to participate in a Joint Job Description Committee consisting of two (2) members of the Employer and two (2) members from the union for reviewing all job descriptions for the classifications listed in Schedule “A” and any new job descriptions. Job descriptions shall be reviewed annually, if necessary, to ensure accuracy.
- 25.04 (i) New Jobs - Should any new job classifications be established by the Employer, within the bargaining unit, during the life of this Agreement, the Employer will notify the Joint Job Description Committee of the new job classification, provide a job description and a recommended wage rate for such classification. Within a period of five (5) days from the date of notice, a meeting will take place with the Joint Job Description Committee, where the proposed job description and wage rate shall be discussed. The finalized content of the job description may or may not include the recommendations from the committee. The length of the trial and orientation period shall be mutually agreed to by both sides of the committee.
- (ii) If the Employer and the Union are unable to agree on the wage rate for a new job classification, a temporary rate shall be assigned by the Employer and the disputed wage rate will be treated as a grievance and shall be filed at the arbitration step of the Grievance Procedure. If the matter is referred to arbitration, the sole arbitrator shall only have the right to establish the new wage rate by comparing the new job classification and description with existing wage rates of the other job classifications established in this Agreement. It is understood that the new wage rate will be paid retroactive to the date an employee was transferred to the new job classification. The parties agree that every effort shall be made to complete this process prior to the posting of the job and the commencement of production.
- 25.05 Technological Change - The parties to this agreement recognize that changes in equipment and subsequently in methods and processes of operation are desirable in improving the quality of the product and the competitiveness of the Employer and shall therefore be encouraged. It is also recognized that technological changes of this type can have significant impact on employees. Therefore when the Employer plans to introduce new equipment or to modify existing equipment or layout(s) to gain efficiencies or reduce costs, the following process will occur:
- (a) the Employer will meet with the Joint Job Description Committee, as soon as a decision has been made to introduce a technological change, in order to explain the role of the

new equipment or the modifications to existing equipment or layouts and the possible impact on employment levels or job classifications. As soon as possible, the Employer will provide an interim job description and follow the procedure outlined in 25.04.

- (b) Wherever possible and practical, the Employer shall first choose active employees for training on the new or modified equipment.
- (c) Employees will be selected by the job posting method as herein provided with the understanding that they will be required to have a basic set of skills and abilities which will be improved and enhanced through the training process.

25.06 If a reduction in employment levels is anticipated, the Employer and the Union shall immediately form a task force comprised of three (3) members from the Employer (including a minimum of one (1) from the Human Resources department and two (2) others) and three (3) members from the union (which may include the Chief Steward, Plant Chairperson, and/or Staff Representative; at the union's discretion). The task force shall be empowered to:

- (a) determine if the affected employees can be absorbed elsewhere in the organization.
- (b) determine if retraining is required and if there are government programs which can be used for this purpose.
- (c) determine if job search coaching and preparation is required and can be provided by the Employer or the Union.
- (d) present a final report containing the task force's recommendations to the Employer.

25.07 The Employer agrees to act upon the task force's recommendations, where reasonable and practicable, in order to minimize the effects on employees whose employment is adversely affected by the technological change.

## Article 26 - Hours of Work and Shifts

26.01 The provisions of this article are intended only to provide the basis of the work day and the work week and shall not be construed as a guarantee of hours of work per day or days of work per week.

26.02 The regularly scheduled workweek shall consist of forty (40) hours. The regularly scheduled workday shall consist of eight (8) hours, Monday to Friday, exclusive of a thirty (30) minute unpaid lunch period each workday. However, at the Employer's discretion, all employees within a job classification or within a department or all employees in the bargaining unit may be scheduled to work eight (8) hours per day, inclusive of a twenty-five (25) minute paid meal period. Such employees working eight (8) hours per day inclusive of a twenty-five (25) minute paid meal period

shall only be entitled to one (1) ten (10) minute rest period during the eight (8) hour period, notwithstanding Article 26.06.

- 26.03 a) The day shift shall be established as 7:30 a.m. to 4:00 p.m. The afternoon shift shall be established as 4:00 p.m. to 12:30 a.m. The midnight shift shall be established as 12:00 a.m. to 8:30 a.m.
- b) It is understood and agreed that the starting time and the quitting time may be varied at the discretion of the Employer up to a maximum of one (1) hour for each shift.
- 26.04 In addition to the hours of work specified in Article 26.03, the Employer has the right to establish a regular Monday to Friday shift, in the Shipping Receiving department, based on a 12:00 p.m. start time and a 8:30 p.m. quit time (which includes a half hour unpaid meal break). Employees working on this shift shall be entitled to the second shift premium for all hours worked on that shift. Permanent transfers to this shift will be done on a voluntary basis. Notwithstanding this fact, the Employer can transfer employees from another shift on a temporary basis until such time as the shift is staffed with experienced employees. If the Employer needs to transfer an employee(s), the junior employee(s) in the classification will be transferred.
- 26.05 The Employer agrees that any changes to be made to shift or hours of work will be effective on the following Monday. It is understood that the minimum notice will be two (2) working days. When the Employer requires employees to make a long-term change of shift, senior employees in the affected classification(s) shall be given first option to move, and if there are insufficient volunteers the requirement to change shift shall be imposed in reverse order of seniority.
- 26.06 The Employer agrees to schedule for all employees a ten (10) minute rest period during the first four (4) hours of work each day and a further ten (10) minute rest period during the last four (4) hours of work each day.
- 26.07 The Employer agrees to schedule a ten (10) minute rest period for any employee performing work for two (2) hours beyond the end of his/her regular shift.
- 26.08 The Employer shall pay a premium rate of fifty (50) cents per hour for hours worked on the afternoon shift and seventy-five (75) cents per hour for hours worked on the night shift.
- 26.09 Any shift that starts at 2:00 p.m. or later shall be considered the afternoon shift. Any shift that starts at 10:00 p.m. or later shall be considered the night shift.
- 26.10 If employees wish to make a long-term change of the shift to which they are assigned, for legitimate family or personal reasons, a request shall be made in writing to the Human Resources Department. The Employer shall accommodate such a request if it determines that the following conditions are met:



- (a) there is available work and work stations on the preferred shift, and available personnel on the shift to be left, or
- (b) the employee identifies another employee in the same classification on the other shift who is willing to exchange assignments. (However, if another employee has already requested a shift change that has not been accommodated because of condition (a) above, the senior employee shall have first preference in such an exchange).

Employees changing shift in this manner may not be allowed to shift back again within a six-month period, except at the Employer's sole discretion.

- 26.11 If an employee wishes temporarily to change shifts, for a period of one to three days, for legitimate family or personal reasons, such request shall be made to the Human Resources Department and shall be accommodated unless it is determined that production would be unduly prejudiced by such a temporary switch.
- 26.12 Employees shall not lose any pay for lateness of up to three (3) minutes after the start of their shift. However, the Employer does not condone lateness, and disciplinary action may be taken against late employees, even though no pay was deducted.

## Article 27 - Overtime

- 27.01 Overtime at the rate of time and one-half (1-1/2) the employee's regular rate of pay shall be paid for:
  - a) all work performed in excess of eight (8) hours per work day;
  - b) all work performed on Saturday, provided the hours worked on Saturday are not part of the employee's normal workweek.
- 27.02 Overtime at the rate of double the employee's regular rate of pay shall be paid for all work performed on Sunday, provided the hours worked on Sunday are not part of the employee's normal work week. The midnight shift may commence its workweek as early as 11:00 p.m. on Sunday at straight time.
- 27.03 Shift premiums shall not be included in earnings for the purpose of computing overtime, but shall be paid in addition to the overtime rates.
- 27.04 If an employee works more than three (3) hours more than the regular scheduled hours on any day, and provided that such hours were not scheduled prior to that day, the Employer will provide a meal or a meal allowance of seven dollars and fifty cents (\$7.50).

- 27.05 All overtime shall be voluntary, provided overall staff requirements are met from among employees normally performing the work to be done in a specific department.
- 27.06 The Employer and the Union agree that, while sometimes necessary, overtime is undesirable and should be avoided. However, when overtime is necessary, the opportunity for overtime shall be distributed as equitably as practical amongst the employees in the classification which normally performs the work to be done.
- 27.07 The Employer will not use overtime to circumvent the recall process for laid off employees and shall be governed by Letter of Understanding # 5 in Schedule "C". If employees on layoff are offered and accept recall for work under Letter of Understanding # 5 in Schedule "C" of this Agreement, but then are laid off again within a period of five (5) days, the notice provision under Article 15.01 of this Agreement shall not apply. Employees shall be informed of the short-term nature of the recall, and shall not forfeit their employment status if they decline.
- 27.08 The Employer shall keep records of those employees asked to work overtime, and, of those asked, those that accepted or refused. The Union Plant Chairperson shall receive a weekly report of actual hours worked, to verify individual employee queries, and keep an accurate accounting. The Employer shall post a summary of these records on the bulletin board every month, by job classifications, departments and shifts together with a "year-to-date" calculation for each employee.
- 27.09 Equitable Distribution is based on the following concept:
- a) The employee with the lowest number of overtime hours in a specific job classification shall be given the first opportunity to work available overtime, until such time as the hours are equalized. Disparities of 30 hours shall not be allowed to continue beyond three months. These disparities shall be rectified by the allocation of future overtime hours.
  - b) Any hours of overtime opportunity refused will be recorded as if worked, for the purpose of equalization. If employees have committed to work and then do not show, they get credited with a "refusal" for those hours. Employees absent through sickness, accident, leave of absence or vacation shall be credited with the average number of overtime hours worked by employees in their department, shift and job classification during such absence.
  - c) New hires or newly promoted/transferred employees shall be considered to have worked the average year-to-date overtime hours charged to all employees in their new department, classification and shift.
- 27.10 In computing overtime, hours compensated for at overtime rates under any provision shall not be counted further for any purpose in determining overtime liability under the same or any other provision.

27.11 The Employer reserves the right to deny Saturday and Sunday overtime to any employee who was absent from work without a reasonable excuse during the previous week.

## Article 28 - Group Insurance Plans

28.01 The Employer shall arrange for prompt and fair delivery of the following benefits for all employees on completion of the probationary period. The Employer shall furnish the Union with the Master Benefit Plan document(s) as soon as it becomes available. The Employer shall not vary the terms or coverage provided without the express written consent of the union. Note that the term "spouse" also encompasses same-sex partners.

Coverage is based on positive enrollment.

1. Life Insurance: \$45,000
2. Dependent Life Insurance: \$5,000 (for spouse and each child)
3. AD&D: \$45,000
4. Dependent AD&D: \$5,000 (for spouse and each child)
5. Weekly Indemnity: (1-1-5-26) 66 2/3% of regular weekly earnings up to the maximum payable under the Employment Insurance Commission or \$460, whichever is greater.
6. Major Medical: Maximum benefit \$50,000 lifetime. \$500 maximum per calendar year on all paramedical services. Semi-Private hospital coverage. Annual deductible of \$10.00. Prescription drugs only.
7. Dental Plan: Current ODA Fee Guide
  - i. 100% Basic and Preventative Treatment
  - ii. 50% Orthodontic Treatment for dependent children under the age of 18 with a lifetime maximum of \$2,000
8. Vision Care: Up to \$150 every two (2) calendar years for employees and dependents.

28.02 Except for weekly indemnity benefits, the Employer shall continue coverage for all employees for three (3) months following the month of layoff. When coverage of laid off employees is about to be cancelled, the Employer shall give at least five (5) working days' notice by courier.

28.03 Employees off work because of sickness or accident shall have their benefits covered for a period of two (2) years following the commencement of the sickness or accident.

28.04 In consideration of the above level of benefits, it is agreed that the employee's share of any refund

that may be receivable from Employment Insurance, shall be transferred to the Employer and applied against the cost of benefits.

- 28.05 None of the benefit plans are applicable to students.
- 28.06 The Employer agrees that if an employee is claiming WSIB benefits and the claim is rejected or under investigation, the employee shall be entitled to apply for weekly indemnity benefits upon submitting of a written release to the WSIB ensuring that, if the claim is finally allowed, all money paid under the weekly indemnity plan will be returned to the benefit carrier by the WSIB.
- 28.07 A Benefits Committee shall be established, consisting of a representative from the Employer, who shall be chairperson, and a representative from the Union. It will meet as required, to assist employees with any problems they may experience with the carrier. A representative from the insurance carrier, or third party administrator, may attend if requested by either party.
- 28.08 Prior to making the final decision to change benefit carriers, the Employer will discuss the need for the change with the Union. The Union may call a meeting with the Employer to discuss the benefit carrier's performance. The Employer retains the exclusive right to make the final decision on the choice of carrier.
- 28.09 On July 29<sup>th</sup> of each year, the Employer will contribute ten dollars (\$10.00) per employee actively at work as of that date, to the United Steelworkers of America Lifeline Program, for its services.
- 28.10 Employees with more than one year's service may apply for tuition reimbursement for a course taken at an accredited educational institution under the following conditions:
- (a) The employee must have prior approval for the course before registering.
  - (b) The course or courses must add skill and knowledge in line with the employee's career path within the Company.
  - (c) Upon successful completion of the course, the employee shall submit a copy of his/her marks and the receipt for tuition fees and the Employer shall reimburse the employee 100% of the tuition fees.
  - (d) The Union shall be informed of applications made, and approved or not approved, under this program

## Article 29 - Pension Plan

- 29.01 The Employer shall contribute to the Registered Pension Plan designated by the Union.

29.02 For all employees who have completed their probationary period, the Employer will contribute sixty (60) cents for each regular hour the employee works up to a maximum of 2000 regular hours during the calendar year (January 1 to and including December 31) on a weekly basis.

## Article 30 - Bereavement Leave

30.01 In the event of the death of a member of an employee's family, the employee will be granted a leave of absence for a reasonable time and will be reimbursed for time necessarily lost from work up to a maximum of three (3) days. This allowance will be made where the circumstances require the employee's absence from work to prepare for the funeral or funeral service. The term "member of an employee's family" means a husband, wife, child, parent, brother, sister, grandparent, grandchild, sister-in-law, brother-in-law, mother-in-law, father-in-law, common-law wife and common-law husband, and same-sex spouse. An employee will not be entitled to a duplication of payment. However, if a death in the family occurs during a planned vacation, the applicable number of bereavement days will be added to the end of the vacation. The Employer may require verification of bereavement after the leave is taken; if not readily available, a signed statement by the employee will be accepted.

## Article 31 – Employee Facilities

31.01 The Employer shall provide changing facilities ensuring privacy for both men and women at any work site where at least twenty (20) employees are located. This space will be separate from washroom and lunchroom space. Lockers may be provided.

31.02 Shop coats or overalls will be supplied where required.

31.03 Lunchrooms at any work site where at least twenty employees are located shall be equipped with a sink, microwave oven(s) and a refrigerator for employee use at break times.

## Article 32 - Interpretation and Status of Agreement

32.01 Wherever the male gender is used in this Agreement, the female gender is an acceptable substitute wherever applicable.

32.02 Where the singular is used in this Agreement, the plural is an acceptable substitute wherever applicable.

- 32.03 The Employer and the Union desire every employee to be familiar with the provisions of this agreement, and for this purpose the Employer agrees to pay for and to use its best efforts to furnish a printed copy of the agreement within two (2) months of ratification to each employee. In addition, the Employer will provide the Union with a copy of the agreement on computer disk.
- 32.04 It is understood by both parties that the provisions of this agreement shall be conclusive as to all bargaining matters relating to wages, hours of work and working conditions. Therefore, the Employer and the Union each agree that the other shall not be obliged to bargain collectively with respect to any such matter referred to or governed by this agreement unless the Employer and the Union agree to alter, amend, supplement, or modify any of its provisions.

## Article 33 - Duration

- 33.01 This agreement shall become effective on the date of execution and remain in effect until July 17, 2005.
- 33.02 Either party desiring to renew or amend this agreement may give notice in writing of its intentions during the last ninety (90) days of its operation.
- 33.03 If the notice of the intention to renew or amend is given by either party pursuant to the provisions of the preceding paragraph, such negotiations shall commence not later than fifteen (15) days after such notice or as soon thereafter as is mutually agreed.
- 33.04 If pursuant to such negotiations, an agreement is not reached on the renewal or amendment prior to the current expiration date, the agreement shall continue in effect in accordance with the terms of the Ontario Labour Relations Act.
- 33.05 All employees shall accrue full wages retroactive to July 29<sup>th</sup> for all paid hours, including overtime hours. For the current contract, this clause is not applicable.

Dated this 23<sup>rd</sup> day of February, 2004 at the City of Toronto in the Province of Ontario.

**For the Union**

**For The Employer**

---

G. Murray

---

P.Ewald

Staff Representative

V.P. Human Resources

---

G. Darteh  
Plant Chairperson

---

P. Henry  
Committee Member

---

F. Brusco  
Committee Member

Schedule "A" Job Classifications

Note: probationary employees receive \$2.00 less per hour.

<b>Classification</b>	<b>Rate</b>
<b>Maintenance Department</b>	
Maintenance Electrician	\$ 26.49
Maintenance Mechanic	\$ 20.03
<b>Paint Department</b>	
Paint Line Controller	\$ 20.28
Material Controller-Paint line	\$ 19.42
Spray Painter	\$ 17.21
<b>Electrical Assembly Department</b>	
Electrical Fixture Assembler	\$ 19.39
Electrical Assembler	\$ 15.20
<b>Assembly Department</b>	
Assembler	\$ 17.08
<b>Brake Press Department</b>	
CNC Set Up Operator	\$ 20.62
Sheet Metal Layout	\$ 19.02
Brake Press Set Up Operator	\$ 17.74
Shear Set Up Operator	\$ 17.38
Punch Press Set Up Operator	\$ 17.21
Brake Press Lead Hand	\$ 19.09
<b>Shelving Department</b>	
Shelf Line Set Up Operator	\$ 18.88
Roll Mill Set Up Operator	\$ 17.68
C.L. Post Crimping Set Up Op.	\$ 17.08
Shelf Line Lead Hand	\$ 19.38
<b>Saw Department</b>	
Panel Saw Set Up Operator	\$ 16.42
Metal Saw Set Up Operator	\$ 16.42
<b>Welding Department</b>	
Welder Fitter	\$ 18.89



Spot Welder Set Up Operator \$ 17.08

**Polishing Department**

Polisher Lead Hand \$ 18.02

Polisher \$ 17.52

**Stock Keeping Department**

Material Store Keeper \$ 15.89

**Shipping Receiving Department**

Inventory Data Verifier \$ 19.11

Shipping Dispatcher \$ 17.95

Shipper Receiver \$ 17.17

Shipper-Packer \$ 16.87

Lift Truck Operator \$ 15.75

**General Help**

Janitor \$ 15.28

Machine Operator \$ 14.91

## Schedule "B" Trial and Orientation

Trial and orientation periods shall be included in the job descriptions and used in conjunction with the job posting procedure in Article 13 of this agreement. The trial and orientation period is measured in days worked.

<b>Classification</b>	<b>Trial &amp; Orientation Period (days worked)</b>
<b>Maintenance Department</b>	
Maintenance Electrician	60
Maintenance Mechanic	45
<b>Paint Department</b>	
Material Controller-Paint line	30
Paint Line Controller	30
Spray Painter	20
<b>Electrical Assembly Department</b>	
Electrical Fixture Assembler	25
Electrical Assembler	15
<b>Assembly Department</b>	
Assembler	25
<b>Brake Press Department</b>	
CNC Set Up Operator	25
Sheet Metal Layout	25
Brake Press Set Up Operator	25
Shear Set Up Operator	25
Punch Press Set Up Operator	25
Brake Press Lead Hand	30
<b>Shelving Department</b>	
Shelf Line Set Up Operator	25
Roll Mill Set Up Operator	25
C.L. Post Crimping Set Up Op.	25
Shelf Line Lead Hand	30
<b>Saw Department</b>	
Panel Saw Set Up Operator	30
Metal Saw Set Up Operator	30
<b>Welding Department</b>	

Welder Fitter	25
Spot Welder Set Up Operator	15

**Polishing Department**

Polisher Lead Hand	30
Polisher	25

**Stock Keeping Department**

Material Store Keeper	20
-----------------------	----

**Shipping Receiving Department**

Inventory Data Verifier	30
Shipper Receiver	20
Lift Truck Operator	10

**General Help**

Janitor	10
Machine Operator	0

Schedule "C" – #1

LETTER OF UNDERSTANDING

BETWEEN

6012621 CANADA INC.

AND

UNITED STEELWORKERS OF AMERICA, LOCAL 5338

RE: CONTRACTING OUT

This letter forms part of the Collective Agreement in conjunction with Article 2.04

1. The Company shall use bargaining unit employees to perform work normally done by the bargaining unit.
2. The company and the union agree that a consistent, managed and joint approach to contracting out is necessary to provide security for employees, a more effective, productive organization and excellent products for the customer.
3. The parties agree that the determination of when work is to be done by non-USWA members it will be through a joint decision-making process designed to achieve efficiency and customer service and at the same time ensure that the impact of these decisions on continuing employment is minimized.
4. Issues shall be resolved internally where possible with consultation and timely decision-making consistent with the need to get work done.
5. When the company wants to contract out work, it shall prepare a business case justifying such proposal and arrange a meeting with the union chairperson or his/her designate.
6. The representatives of the parties shall meet and assess the substance of such proposal including:
  - The scope of work to be done
  - The duration and location of the work to be done
  - The value of the work as defined in the tender/bid/contract or estimate documents
  - The quality and availability of resources required
  - The results required
  - The skills required and their availability internally
  - Whether some work should be done internally
  - Other relevant factors
7. Except in cases of emergency, the union will make its representatives available for a discussion by the

representative of the company.

8. Except in cases of emergency, the company will endeavour to obtain agreement from the union to such contracting out.
9. The company will meet with the union and provide all relevant information even in cases of emergency where agreement between the parties is preferred. The union will endeavour to respond quickly to a request for a meeting in an emergency situation.
10. Where there is no agreement to a proposed contracting out, either party may refer such dispute to Martin Teplitsky, Q.C. who shall endeavour to facilitate a resolution but, if there is no agreement between the parties, he may rule on whether the company can proceed with the proposed contracting out and his ruling shall be final and binding.
11. In cases where the union disputes that there has been an emergency or where the company contracts out work without the union's agreement, the dispute shall be referred to Mr. Teplitsky. Mr. Teplitsky shall have the power and authority of an arbitrator under the Labour Relations Act. He shall have the authority to assess the business case advanced by the company and where he finds there to have been no valid business case supporting the contracting out, he shall have the authority to make whatever orders he deems appropriate to give full effect to his decisions. He shall have the authority to remedy, to the extent he deems appropriate, the consequences of contracting out where there has been no agreement or where there has been no emergency.
12. The company shall not be able to establish a valid business case solely on the basis of being able to find cheaper labour externally.
13. This contracting out provision is a temporizing provision and shall be null and void on the last day of the agreement and at that time shall be replaced by the following article:

The Employer shall not contract out work which bargaining unit employees are capable of performing where such work would cause a layoff of bargaining unit employees or would prevent a recall of bargaining unit employees. If the employees on layoff are offered and accept a recall but then are laid off within five (5) days of recall, the notice provisions of 15.01 shall not apply.

For the Employer

For the Union

---

---

Schedule "C" – #2

LETTER OF UNDERSTANDING

BETWEEN

6012621 CANADA INC.

AND

UNITED STEELWORKERS OF AMERICA, LOCAL 5338

RE: RED CIRCLED RATES

Upon ratification of this Agreement, any employee with a red-circled rate will receive the rate for their respective classification as outlined in Schedule "A" of this Agreement.

For the Employer

For the Union

---

---

LETTER OF UNDERSTANDING

BETWEEN

6012621 CANADA INC.

AND

UNITED STEELWORKERS OF AMERICA, LOCAL 5338

RE: FOSTERING GOOD LABOUR RELATIONS

The Employer recognizes the importance of the Local Union President in fostering good Labour/Management relations.

- a) Where he or she is a member of this or a related bargaining unit, the Employer shall grant the Union President access to all plant facilities at a time convenient to the parties, or during non-working hours, to meet with union officers, members and management personnel.
- b) Where the President of the Local is a Company employee, the Union shall have the use of an enclosed office space, with a desk, filing cabinet, computer and telephone.

The parties also recognize the importance of good communication. A monthly "JUMBO" meeting shall be held between the Union Plant Chair and representatives from Human Resources and Production Management. The agenda, to be mutually agreed upon, shall cover common concerns and issues not involved in the grievance procedure. Minutes shall be circulated beforehand.

For the Employer

For the Union

---

---

Schedule "C" – # 4

LETTER OF UNDERSTANDING

BETWEEN

6012621 CANADA INC.

AND

UNITED STEELWORKERS OF AMERICA, LOCAL 5338

RE: HOURS OF WORK AND SHIFTS

The Employer and the Union agree that during peak periods, the Employer may implement a Monday to Friday shift based on a 12:00 p.m. start time and a 8:30 p.m. quit time (which includes a half hour unpaid meal break), for classifications not covered in Article 26.04. Employees working on this shift shall be entitled to the second shift premium for all hours worked on this shift.

The Employer will fill vacancies on this shift in accordance with Article 26.05.

This letter shall be in effect for the duration of this Agreement.

For the Employer

For the Union

---

---



Schedule "C" – #5

LETTER OF UNDERSTANDING

BETWEEN

6012621 CANADA INC.

AND

UNITED STEELWORKERS OF AMERICA, LOCAL 5338

RE: OVERTIME IN LAID-OFF CLASSIFICATIONS

1. Further to Article 27.07 of the CBA, a small amount of weekend overtime may be worked in classifications hit by layoff, on the following conditions:
  - (a) It is due to a specific production urgency, which cannot be rectified during the normal workweek. It is designed to ease small-scale, short-term production bottlenecks, when a regular recall of employee during the week is impractical in terms of volume or distribution of work.
  - (b) It is first offered to employees on layoff from the specific job classification(s) required. If too few are available or willing to come in, employees still at work may then be asked.
  - (c) A maximum of seven (7) Machine Operators may work on any one weekend, up to a combined total of 42 hours. Other classifications may be included if the Union agrees.
  - (d) The Employer shall consult with the Union by early on Friday morning at the latest before each weekend as to the number and classifications it would like to call in.
2. Fully laid-off employees (i.e. those not currently at work as a result of having bumped) are deemed to accept employment for a specific task for specific weekend hours, and they remain on uninterrupted layoff notwithstanding. Their recall rights under Article 12.07 (d) are not thereby extended; their return to layoff does not require a new notice period (Article 15.01); they cannot exercise seniority rights (Article 15.04); they do not reacquire insurance coverage (Articles 28.02); and they cannot claim any other benefit to which they would not otherwise be entitled, including jury duty (Article 21), paid holidays (Article 23) and bereavement (Article 30).
3. Notwithstanding Articles 27.01- 27.03, fully laid-off employees shall be paid at straight time for Saturday or Sunday work. Hourly pension plan contributions shall accrue, if they otherwise qualify.
4. Laid-off employees who are still at work, having bumped, shall receive second preference in weekend assignments for their original classification - after fully laid-off employees, but before employees not laid off

at all. "Bumped" employees shall receive the overtime rate stipulated in Articles 27.01- 27.03.

5. Hours worked by laid-off employees under this Letter of Understanding shall not count as overtime hours under Article 27.09 (equalization).

6. Fully laid-off employees may not work "overtime" assignments during the regular workweek.

7. Whenever weekend work becomes available, the Employer will call laid-off employees in the specific classification(s) required, at the phone number on record, once, on the day before. The most senior laid-off employee will be called first, and so on. If there is no answer, the employee will be passed over. If the employee answers, an immediate response is required.

8. If the Employer errs in this procedure, affected employee(s) may be given other assignments as they occur. They shall not be paid for time not worked.

9. No penalty shall result from refusal of a weekend assignment. However, if employees accept the work then fail to show up, they may forfeit future assignments, unless they provide an explanation acceptable to the Employer.

10. Fully laid-off employees who waived their bumping rights, or declined regular recall, shall not be eligible for these assignments.

For the Employer

For the Union

---

---

LETTER OF UNDERSTANDING

BETWEEN

6012621 CANADA INC.

AND

UNITED STEELWORKERS OF AMERICA, LOCAL 5338

RE: INTERNAL JOB POSTING

In order to comply with the Collective Agreement regarding the selection and subsequent appointment of candidates to posted jobs, the following procedure will be followed once all candidates have been identified. This process will be administered by the Human Resources Office.

**UNDERLYING PRINCIPLE:** The senior-most employees who are qualified will be awarded the position for which they have bid. Therefore the process must begin and be completed by each employee in order of seniority until a successful candidate or candidates is/are identified. Circumstances may require that the first part of the selection process (Candidate Reviews) may be done concurrent with more than one employee, but they are to be independent of each other and the senior employee(s) receive(s) preference. There may be rare occasions when the second part (Practical Testing) may be done for more than one candidate at a time, with the same conditions. However, the final part (Trial & Orientation) shall not be performed by more than one candidate at a time, unless there are multiple vacancies, when the corresponding number of candidates may be simultaneously assessed.

**1. CANDIDATE REVIEW**

This initial screening of candidates will include:

- Human Resources interview
- review of the Human Resources file
- establishment of required qualifications
- Supervisor's assessment of prior work performance

The use of the Job Description will be used to define the essential duties required, and outline the desired experience

**2. PRACTICAL TESTING**

The premise for practical testing is to screen out candidates who should not be taking the Trial and Orientation period. Practical assessments may continue through the Trial & Orientation period.

The practical test must be valid (job specific). It will be designed by two members of the Joint Job Description Committee (Union - Plant Chairperson; Management -HR Manager) and the results evaluated

by them, plus the immediate Supervisor and one other representative from Management.

### 3. TRIAL AND ORIENTATION PERIOD (T & O)

Since the main concern of the Employer is to select an individual who can perform the job, it is accepted that the most important part of the selection process is the actual on-the-job evaluation of the candidate.

It is also accepted that Supervisors play an absolutely critical role during the T & O, for they must provide feedback, encouragement and ongoing assessment to the candidate. As part of this, they will monitor and document the candidate's performance.

The T & O must approximate regular production requirements - at the least it must cover the essential duties of the position as set out in the Job Description. It must also be used to advise the candidate of the safety hazards of the position and ensure the safety rules are followed.

This is NOT a time for the candidates to "learn" the position; implicit in their bidding is the assertion that they can do the essential duties of the job. However, it is understood that they will not be at production speed on the first day, but they should be at that point by the end of the T & O period.

The assessment must be reasonable and fair; however, a candidate may not necessarily complete the T & O period.

Once these 3 parts of the selection process are completed, the underlying principle will have been achieved: the senior-most employees who are qualified will be awarded the position for which they have bid.

For the Employer

For the Union

---

---

Schedule "C" – #7

LETTER OF UNDERSTANDING

BETWEEN

6012621 CANADA INC.

AND

UNITED STEELWORKERS OF AMERICA, LOCAL 5338

RE: UNION INPUT ON EMPLOYEE FACILITIES

In planning production and warehouse facilities, the Union Committee is invited to make recommendations to management concerning space and resources for the employee change rooms, lunchroom facilities (and related applicable appliances), medical facilities, parking, phones, shop garment programs and other such related items. These recommendations will receive due consideration, and where practical and feasible as determined by the Employer, will be implemented.

For the Employer

For the Union

---

---

Schedule "C" – #8

LETTER OF UNDERSTANDING

BETWEEN

6012621 CANADA INC.

AND

UNITED STEELWORKERS OF AMERICA, LOCAL 5338

RE: STUDENTS EMPLOYED DURING THE SCHOOL VACATION PERIOD

The parties agree that students hired between May 1 up to and including August 31 in any current year are deemed to be students employed during the school vacation period.

The parties agree that students employed during the school vacation period are not entitled to group benefits under Article 29 and are not eligible to join the Pension Plan under Article 34.01 of the Collective Agreement, notwithstanding anything that may be to the contrary in the Collective Agreement.

The parties agree that students shall be paid \$2.00 below the probationary rate for the job classification they are assigned to.

The parties further agree that notwithstanding anything that may be to the contrary in the Collective Agreement students cannot accrue seniority during the period May 1 to August 31 in any current year. The exception to this non-accrual of seniority is if the Employer elects to hire the student on a permanent basis as of September 1 in any current year. In such case, the student will be given seniority back to his/her most recent date of hire.

For the Employer:

For the Union:

---

---

Schedule "C" – #9

LETTER OF UNDERSTANDING

BETWEEN

6012621 CANADA INC.

AND

UNITED STEELWORKERS OF AMERICA, LOCAL 5338

RE: RECALL RIGHTS

The parties agree that for the term of this agreement clause 12.09 (d) is amended such that recall rights are extended to 36 consecutive months from date of last lay off provided that termination pay has not been paid out. Once an individual accepts termination pay all recall rights cease. This agreement expires July 15, 2005 at which time recall rights revert to 24 months as set out in clause 12.09 (d).

For the Employer

For the Union

---

---

Schedule "C" – #10

LETTER OF UNDERSTANDING

BETWEEN

6012621 CANADA INC.

AND

UNITED STEELWORKERS OF AMERICA, LOCAL 5338

RE: PAYMENT OF VACATION PAY

The parties agree that all unpaid vacation pay accumulated by active employees for the period from July 1, 2002 until the date of execution of this collective agreement shall be paid on or before the third week of July, 2003. The parties further agree that the unpaid vacation entitlement shall be calculated in accordance with the entitlement set forth in article 23 of the collective agreement between Ontario Store Fixtures (Standard Metal Division) and the Union whose term expired on July 16, 2002.

The parties also agree that this entitlement to vacation pay has not been compromised or otherwise affected by the Plan of Arrangement instituted pursuant to the CCAA protection obtained by the employer on Ontario Court file 02-CL-4670.

For the Employer

For the Union

---

---



Schedule "C" – #11

LETTER OF UNDERSTANDING

BETWEEN

6012621 CANADA INC.

AND

UNITED STEELWORKERS OF AMERICA, LOCAL 5338

RE: PAYMENT OF OUTSTANDING BENEFIT CLAIMS

The parties agree that all unpaid benefit claims filed by active employees prior to the date of execution of this collective agreement shall be paid by the company and or the insurer. These claims shall be paid in accordance with the entitlement set forth in article 29 ("Group Insurance Programs") of the collective agreement between Ontario Store Fixtures (Standard Mental Division) and the Union whose term expired on July 16, 2002. The parties agree that the claims will be paid once their validity has been determined by the appropriate authority.

The parties also agree that none of these claims has been compromised or otherwise affected by the Plan of Arrangement instituted pursuant to the CCAA protection obtained by the employer in Ontario Court file 02-CL-4670.

For the Employer

For the Union

---

---