

**This Agreement made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2014 .**

**BETWEEN:**

DEGELMAN INDUSTRIES LTD., in or in connection with its places of business in the City of Regina, in the Province of Saskatchewan, hereinafter referred to as the “Company”

**OF THE FIRST PART**

**AND**

UNITED STEEL, PAPER AND FORESTRY,  
RUBBER, MANUFACTURING, ENERGY, ALLIED  
INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL UNION  
(UNITED STEELWORKERS)

(hereinafter “the United Steelworkers)

LOCAL 5917- 23

**OF THE SECOND PART**

**TERM: November 6, 2013 – November 5, 2016**

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## **Article 1: Purpose**

- 1.01 It is the purpose of this Agreement, in recognizing a common interest between the Company and the Union in promoting the utmost cooperation and friendly spirit between the Company and its Employees, to set forth conditions covering rates of pay, hours of work and conditions of employment, which have been agreed to through collective bargaining, to be observed between the Parties. It is also a purpose of this Agreement to provide a procedure for prompt and equitable adjustment of grievances.
- 1.02 It is also the intent and purpose of this Agreement, in recognizing a common interest between the Company and the Union, to provide for the efficient operation of the Company, with full regard to economy of operation and the quality and quantity of work performance.
- 1.03 To these ends, this Agreement is signed in good faith by the two Parties.

## **Article 2: Recognition**

- 2.01 The Company recognizes the Union as the sole collective bargaining agency for the Employees covered by this Agreement, and hereby consents and agrees to negotiate with the Union or designated bargaining representatives on all matters relating to rates of pay, hours of work and other terms and working conditions of Employees.
- 2.02 The Union recognizes that the Company shall have the sole and exclusive right, except as otherwise specifically limited by the express provisions of this Agreement, to determine all matters pertaining to the Management of its affairs, and that the direction of Employees is fixed exclusively in the Company. In exercising its Management rights it shall not violate any of the specific provisions of this Agreement.

## **Article 3: Scope**

- 3.01 This Agreement shall cover all Employees of Degelman Industries Ltd. in Rural Municipality of Sherwood Park and the City of Regina, Saskatchewan, except office personnel, sales and service personnel, research and development personnel, supervisors and those Employees above the rank of supervisor.

## **Article 4: Clarification of Terms**

- 4.01 In this Agreement, wherever the words “he/she”, “him/her” appear, it shall mean any Employee, male or female covered by this Agreement.
- 4.02 Wherever the words “Employee” or “Employees” appear, it shall mean any person or persons covered by this agreement.
- 4.03 The terms “qualifications” or “qualified” shall include a combination of relevant knowledge, experience, skill and ability to do the job.
- 4.04 The term “Agreement” shall mean this Collective Bargaining Agreement.
- 4.05 Unless otherwise stated in this agreement the term “days” shall refer to calendar days
- 4.06 When the term” working days” is used in this agreement it shall refer to Monday to Friday consecutively, exclusive of Statutory Holidays as defined in Article 14.

## **Article 5: Union Security**

- 5.01 **Union Membership**  
The Company agrees that all employees who are now members of the Union, and all new employees hired subsequent to the effective date of this Agreement shall, within thirty (30) calendar days, as a condition of their hiring and continued employment:
- (a) become members of the Union effective from the date of hire, and remain members of the Union in good standing; and
  - (b) authorize the Company in writing to deduct from their pay Union dues, initiation fees, and assessments in the amount certified by the International Union in conformity with the constitution and bylaws from their pay. The Union will provide a Check-off Authorization card to the Company for this purpose. The “copy” portion of document, once executed, is to be mailed by the Company to the Union office of the United Steelworkers in Regina, Sask.; and
  - (c) complete and sign a Union Assistance Plan (Union Death Benefit card) provided by the Union to the Company for such purpose, which will be mailed to the servicing staff office with the Union portion of the Check-off Authorization.

5.02

**Check-Off: Process and Procedures**

- (a) The Company shall deduct from the pay of each member of the bargaining unit, an amount equivalent to the monthly dues, fees and assessments prescribed by the International Constitution of the United Steelworkers;
- (b) The Union will give reasonable notice to the Company of any changes in Union dues, fees or assessments, which the Company is required to deduct. All changes will coincide with the beginning of the Company's next pay period;
- (c) No later than ten (10) days following the last dues deduction of the month, the dues so deducted shall be made payable and remitted to:

International Secretary-Treasurer  
United Steelworkers  
P.O. Box 9083  
Commerce Court Postal Station  
Toronto, Ontario  
M5L 1K1

- (d) The monthly remittance shall be accompanied by a completed USW R115 Form (a summary of the dues calculations made for the month, each month), as well as a statement showing the names of each employee from whose pay deductions have been made and the total deducted for the month. Such statements shall also list the names of the employees from whom no deductions have been made and the reason why, i.e. W.C.B., sick leave, laid off, etc.;
- (e) A duplicate R115 Form and employee deduction statement as in (d) above shall be forwarded to the United Steelworkers, Servicing Staff Office;
- (f) The Company agrees to print the amount of total deductions paid by each employee for the previous calendar year on their annual statement of Remuneration (T4 slip);
- (g) The Union agrees to indemnify and save the Company harmless against all claims or other forms of liability that may arise out of, or by reason of deductions made or payments in accordance with this Article.

5.03

New Employees shall be introduced to a Shop Steward on the shift to which the employee is hired within the first three (3) days on the job.

## Article 6: Seniority

- (a) New Employees shall be on probation for a period of service consisting of four hundred and eighty (480) hours worked since the last date of hire. For the purpose of this article, the probation period may be extended by mutual agreement between the Parties for a period of up to an additional two hundred and forty (240) hours worked. The termination of a probationary Employee shall be deemed to be for just cause;
- (b) For the purposes of the implementation of the first increment in the schedule of Wages four hundred and eighty (480) hours worked shall be the equivalent of sixty (60) days worked;
- (c) Employees shall not acquire seniority nor any seniority rights until after successful completion of the probation. Seniority shall then be established from the date an Employee last entered the service of the Company;

6.02 The Company shall prepare a seniority list of all Employees in January, April, July and October of each year showing seniority date and specific job classification. The list shall be posted in places accessible to all Employees. Any errors in the seniority list shall be reported in writing to the Company within fifteen (15) working days from the date of posting. Any errors in the seniority list shall be corrected and a new seniority list shall be posted. In the absence of any reported errors, the seniority list shall be deemed to be correct. A copy of the updated list will be sent to the Union office, in addition to an updated list containing the last known addresses of the employees. The Union agrees that these addresses will be kept in strict confidence.

When two (2) or more Employees commence work on the same day, the procedure for establishing seniority shall be by alphabetical order beginning with the surname.

6.03 Seniority shall be administered on a Bargaining Unit wide basis otherwise specified in this Agreement.

6.04 Seniority shall be broken if an Employee:

- a) Voluntarily quits;
- b) Fails to return to work after recall from lay off within ten (10) working days, after receipt of notice, without good and sufficient reason satisfactory to the Company;
- c) Is discharged for just cause and is not reinstated in accordance with the provisions of this Agreement;

- d) Is laid-off for a period longer than twenty-four (24) months from the date of layoff or for a period of time equal to their accumulated seniority at the time of lay off, whichever is lesser.
- e) Fails to report to work without reason for his absence satisfactory to the Company.

6.05 If an Employee is transferred to an out of scope position, he shall be excluded from the coverage of this Agreement. Such an Employee shall accumulate his seniority for a period of three (3) months and shall retain his seniority for another three (3) months in the occupation from which he was transferred. In the event that he is relieved of or relinquishes his position within the said six (6) months, he shall have the right to return to the bargaining unit and be credited with seniority which he had at the end of his first six (6) months after being transferred to the out of scope position providing the said Employee pays his missed regular monthly dues and assessments, if any.

## **Article 7: Hours of Work**

7.01 The Company retains the right to schedule hours of work of Employees and additional shifts as may be necessary to provide for required production; the Company will, however, advise and discuss with the Union any changes to work schedules prior to implementation of the new schedule. Without limiting the generality of the foregoing, normal hours of work will be comprised of either five (5) days of eight (8) hours each in a week or four (4) days of ten (10) hours each in a week; as scheduled by the Company.

7.02 All Employees who are required to report for work on any day and do so report but for reasons of breakdown or lack of work are subsequently dismissed for a day, shall receive not less than four (4) hours' pay at regular rates. The Employees shall perform such duties as the Company may require during that four (4) hour period.

7.03 It is understood and agreed that the provisions of this Article do not provide a guarantee of minimum or maximum hours of work but are only to provide a basis for calculating overtime compensation.

7.04 If it is necessary to send Employees home because of a shortage of work during the work week, the Employees with the least seniority shall be sent home provided the remaining Employees are qualified and able to perform the remaining work in an efficient manner.

- 7.05 An Employee who is not advised prior to leaving work and is called back to work overtime not continuous with his regular working hours, either before or after, shall receive not less than three (3) hours pay at one and a half (1 ½) times regular straight time rates.
- 7.06
- (a) All authorized hours worked in excess of the hours set fourth in Article 7.01 above shall be paid at one and one-half (1-1/2) times the Employee's basic hourly wage rate. All overtime, in order to qualify for overtime compensation, must be authorized or approved in advance by the Employee's immediate out-of-scope Manager. Subject to the provisions of (b) below, overtime shall be voluntary;
  - (b) Distribution of overtime shall first be offered, as equitably as is practical, to Employees who are currently working in the classification. Overtime will then be offered to other qualified Employees as equitably as is practical. In the event that there are not enough volunteers to work the required overtime, employees who are currently working in the classification will be directed to work in inverse order of seniority among employees qualified to do the necessary work;
  - (c) Any Employee willing to work overtime will be required to place their name on the overtime signup sheet. A copy of the sign up sheet and the schedule will be provided to the Union at the plant;
- 7.07
- (a) All Employees who are working the eight (8) or ten (10) hour schedules shall be entitled to two (2) fifteen (15) minute rest periods, without deduction of pay, to be taken approximately midway during the first half and approximately midway during the second half of each shift;
  - (b) All employees who are requested to remain at work following their regular shift shall be entitled to a ten (10) minute break, without deduction of pay, for every two (2) hours of overtime worked, to be taken at the start of each two (2) hours of work. The employees must be returning to work following the break to be entitled to the break.
  - (c) Employees who work overtime on their non-scheduled work days shall be entitled to a fifteen (15) minute paid break, excluding lunch, for each two (2) hours worked.



- 7.08 Employees shall be entitled to a thirty (30) minute unpaid meal break as scheduled by the Company, during each shift.
- 7.09 The Company shall post work schedules in accordance with the requirements of the Labour Standards Act.
- 7.10 If an Employee is requested to work overtime for a period in excess of two (2) hours and has not been notified to do so at least two (2) hours before he reports to work, the Company shall supply him with a hot meal or ten (\$10.00) dollars.
- 7.11 There shall be no pyramiding of overtime in the calculation of overtime pay and no Employees shall be entitled to more than his regular straight time hourly rate plus applicable overtime payment in accordance with hours worked.
- 7.12 An Employee required to work a shift where the majority of hours fall between the hours of 5:00 pm and 6:00 am shall be paid a shift premium of one dollar and twenty cents (\$1.20) for all hours worked on that shift.

## **Article 8: Wages**

- 8.01 The minimum hourly wage rates for all Employees covered by this Agreement shall be set out in Appendix "A" attached hereto which shall form part of this Agreement.
- 8.02 Rates of pay applicable to any new classifications that may be established hereafter shall be subject to negotiations and a supplementary Agreement between the Company and the Union shall be executed. Notwithstanding the above, the Company reserves the right to establish a temporary rate of pay within the existing pay grid and to fill the position pending the conclusions of those negotiations. If a higher rate of pay is negotiated that rate of pay shall be applied retroactive to the date of appointment.
- 8.03 Employees shall be paid every two (2) weeks by direct deposit in accordance with Company policy. Employees shall receive an itemized statement of pay including overtime for each pay period.
- 8.04 New employees hired by the Company shall be placed on the wage and classification schedule having regard for the Company's assessment of their qualifications and ability.
- 8.05 An Employee who is promoted to a new classification shall have his rate of pay set at the first step in his new pay range which provides an increase to his current rate of pay. Thereafter, he shall receive pay increases as provided for that classification in the Schedule of Wages. Such change in pay will

take effect based upon the date of appointment to the new classification or thirty (30) days, whichever occurs first.

## **Article 9: Vacancies and Promotions**

9.01 Vacancies in permanent positions and temporary jobs of more than sixty(60) days in duration, shall be posted a minimum of seven (7) calendar days prior to filling the position. Employees will be required to apply in writing prior to the expiry date indicated on the posting.

The Company may transfer an Employee to any job on a temporary basis. An Employee who is temporarily transferred from his regular job for four (4) consecutive hours or more, shall be paid the standard hourly rate of the job to which he has been transferred provided such a rate is not less than that of his regular job. If the rate of the job to which he is temporarily transferred, but not as a result of layoff, is less than the rate of his regular job he shall be paid the rate of his regular job during the period of such temporary transfer. The word “temporary” in this section shall mean a period for up to and including sixty (60) days.

The Company will keep the Union apprised as to the status and time spent by any employee on a temporary transfer that lasts beyond 30 days.

9.02 Promotions to posted vacancies within the bargaining unit shall be based upon qualification established by the Company as follows:

- (a) The Company shall promote the senior applicant with the qualifications and ability to perform the duties of the classification in an efficient manner as determined by the Company.
- (b) The Company shall post the name of the successful bidder on the bulletin board immediately after advising the individual.
- (c) An employee may exercise his / her rights to claim a promotion no more than once in any 6 month period.

9.03 If the Company chooses to fill the position on a full time basis as a training position it will be posted and filled in accordance with the provisions of Article 9. Where there is no bargaining unit applicant who satisfactory meets the level of qualifications established for the classification, the Company may hire from any source.

9.04 An Employee who has successfully bid to a new classification or vacancy shall be on probation in that classification for a period of four hundred and eighty hours (480) worked. If during that probationary period the Company or the employee decides that he cannot adapt to the position, he shall revert

to his former position with no loss of seniority. The employee shall provide written notice of his request to revert to the Employer and the Employer will post for the position within seven (7) days. The Employee will be permitted to revert to his former position no later than forty-five (45) days after providing written notice of reversion.

For the purpose of this Article, the probation period may be extended by mutual agreement between the Parties for a period of up to an additional four hundred and eighty hours (480) worked. If the successful applicant has previously been employed in the classification and passed the probationary period, the probationary period shall be reduced to two hundred and forty (240) hours.

- 9.05 Employees who are promoted shall be paid at the first step in their new pay scale which is higher than the rate they were being paid prior to the promotion and shall move to the next step in accordance with normal step progression.

## **Article 10: Layoff and Recall**

- 10.01 A layoff shall be defined as a Company initiated reduction in the work force of any Employee(s) for a period of more than six (6) consecutive calendar days during which no work is available for the Employee. When layoffs of Employees are to be made, the Company shall determine what jobs are affected and the number of Employees to be laid off.
- 10.02 When laying off Employees or recalling laid off Employees, seniority shall prevail, subject to the Employees having the required qualifications and ability to perform the remaining work in an efficient manner, as follows:
- a) When reducing the number of Employees in a classification the Employee with the least seniority shall be displaced.
  - b) An Employee about to be displaced from a classification may exercise his seniority to claim a position within the Bargaining Unit, providing the Employee has the required qualifications and ability to perform the work in an efficient manner. In such event the employee with the least seniority in the classification affected shall be the Employee who is displaced. An employee who wants to exercise his seniority rights to claim a position must advise management of their intention within four (4) four working days from notification of displacement.
  - c) An Employee displaced from his classification who elects not to exercise his seniority rights or who does not have the seniority and/or the required qualifications and ability to claim another position shall be laid off.

d) If a position in an Employee's former classification becomes available, the Employee will be returned to that position.

10.03 When the Company wishes to recall an Employee who has been laid off, they shall notify such Employee by Registered Letter addressed to the Employee's last known address. The Employee shall have forty-eight (48) hours after being notified by the Company to advise the Company of his intention to return to work, and must return to work within ten (10) working days of having received the notices of recall. The Company may recall an Employee by telephone, however such recall will be confirmed by registered letter. An Employee shall be deemed to have received the notice seven (7) calendar days after the date of mailing.

10.04 The Company shall not discharge or lay off any Employee without giving that Employee at least the notice or pay in lieu thereof as required by the Labour Standards Act.

10.05 No new Employees shall be hired until all laid off Employees have been given the opportunity to return to work, however, the Company may temporarily fill the vacancy while waiting the return of recalled Employees.

## **Article 11: Severance Pay**

11.01 When employment is terminated by the Company due to the permanent closure of the plant or a department, or a "technological change" affecting a "significant number" of employees, both as defined in the Trade Union Act the Company, in addition to accrued vacation pay, shall pay:

- a) No severance pay will be paid for service up to one (1) year;
- b) One-half (1/2) week current earnings will be paid for each full year continuous service up to five (5) years.
- c) One (1) week current earnings will be paid for each full year of continuous service in excess of five (5) years to a maximum of fifteen (15) weeks of severance pay in total.

11.02 The Employee shall notify the Company when he desires the payment of the severance. The Company shall pay the severance pay within two (2) weeks of the notification from the Employee. The Employee may exercise the option of having the payment delayed for up to twelve (12) months.

## **Article 12: Grievance and Arbitration Procedure**

12.01 The purpose of this Article is to establish procedures for discussion, processing and settlement of grievances as defined in 12.03 of this Article.

12.02 Shop Stewards will be designated in writing by the Union to the Management, such lists to be provided on a quarterly basis. For the purpose of meeting with Management representatives, the grievance committee will consist of not more than two (2) members as designated by the Union plus the griever(s) and Representative of the International Union.

12.03 a) Any disagreement or difference of opinion between the Company, the Union or the Employees covered by this Agreement concerning the interpretation, alleged violation, or application of the terms and provisions of this Agreement shall be considered a grievance. All grievances shall set out the matter complained of, the specific provisions of the Agreement allegedly violated, the remedy sought, and must be signed by the griever. It shall not be sufficient to allege a violation of the Agreement as a whole.

b) All grievances of Employees shall be submitted in writing and be taken up within ten (10) working days of their occurrence with the Employee's immediate out of scope supervisor who shall render a written decision within ten (10) working days to the Union.

c) If a satisfactory settlement cannot be reached under 12.03 (b) of this Article, grievances shall be taken up within ten (10) working days with the Production Manager who shall render a decision in writing within ten (10) working days thereafter to the Union. It is understood and agreed that the Company has the right to file grievances with the Union. Such grievances shall be submitted, in writing, by the Company to the Union Committee, with a copy mailed to the local Union office, who shall reply in writing within five (5) working days.

d) If a satisfactory settlement cannot be reached under 12.03 (c) above, the grievance may be referred to arbitration within but not after ten (10) working days of the date of the decision rendered under 12.03 (c). The Parties to this Agreement agree to establish an independent Board of Arbitration in the following manner:

The Company and the Union shall, within ten (10) days after the referral to Arbitration, each select a member to represent them on a Board of Arbitration. The Company and the Union nominee shall then, within ten (10) days, thereafter, select a Chairman who is acceptable to both Parties. Upon failure to agree on a Chairman within the time limit specified, both nominees shall forthwith request the Minister of Labour for

Saskatchewan to appoint a Chairman. It is agreed that the expenses of the Chairman of the Board of Arbitration shall be shared equally by both Parties to this Agreement.

- e) A decision of the Board of Arbitration shall be final and binding upon the Parties. The Board may not, by its decision, modify, waive, abridge, or alter or extend any of the terms of the Agreement, render a decision which is inconsistent with the terms of this agreement, nor deal with any matter not covered by this Agreement. The Board of Arbitration shall not deal with any matter not set forth in the copy of the grievance referred to in 12.03 (b) of this Article.

12.04 Meetings between the Parties concerning grievances of Employees shall be held during regular working hours, unless otherwise mutually agreed upon. It is agreed that no Employee duly appointed by the Union to the Grievance Committee or the grievor shall suffer loss of regular pay while taking part in meetings or negotiations with the Company with respect to grievances.

12.05 Time limits specified in this Article are mandatory and not merely directory and may only be extended by Agreement of the Company and the Union in writing. In the absence of such Agreement, the following shall apply:

- i) Should the Company fail to reply within the required time limits, the Union shall have the right to proceed to the next step.
- ii) Should the Union fail to proceed to the next step within the required time limits, the grievance shall be considered settled in accordance with the Company's answer at the last step, and the grievance shall be deemed to be abandoned.

12.06 The Company and the Union may by mutual agreement appoint a single Arbitrator to act in the place of an Arbitration Board.

### **Article 13: Vacations and Vacation Pay**

13.01 Employees shall be entitled to annual vacations with pay in accordance with the Employee's completed years of service as follows:

After one (1) year (anniversary date), fifteen (15) working days paid at the rate of 3/52nds of total earnings during the year in which the entitlement was earned.

After ten (10) years, twenty (20) working days paid at the rate of 4/52nds of total earning during the year in which the entitlement was earned.

After fifteen (15) years, twenty-five (25) working days paid at the rate of 5/52nds of total earnings during the year in which the entitlement was earned.

After twenty-five (25) years, thirty (30) working days paid at the rate of 6/52nds of total earnings during the year in which the entitlement was earned, provided, however, that the Company reserves the right to make a payment in lieu of the 6<sup>th</sup> week of vacation.

For the purposes of administering this Article, the vacation entitlements shall be earned and calculated based on the Employee's anniversary date of employment.

13.02 In order to ensure operational efficiency, the Company reserves the right to limit the number of Employees permitted to be on vacation at one time in a manner which ensures that sufficient qualified Employees are at work at all times. In so far as operational requirements will permit, vacations shall be awarded on the following basis:

- a) The preferred position in the selection and allocation of vacation periods shall be awarded on the basis of seniority as defined in Article 6;
- b) The Company will post, no later than February 1<sup>st</sup> of each calendar year, dates for a plant shut down. The vacation schedule shall be posted by February 1<sup>st</sup> for the current year. Employees within each Department shall designate their vacation preference by seniority not later than March 1<sup>st</sup>. Employees shall not unduly hold up the vacation schedule. Employees who fail to designate their preference by March 1<sup>st</sup> shall not thereafter be able to exercise seniority to displace junior Employees from vacation dates already selected;
- c) The approved vacation schedule shall be prepared by the Company and posted no later than April 1<sup>st</sup>;
- d) Notwithstanding the above, the Company reserves the right to schedule all Employees for up to ten (10) days of annual vacation during a plant shutdown during the months of July or August.

13.03 Upon making application in writing not less than ten (10) working days in advance, Employees shall receive their vacation pay on a date not later than the pay period prior to the date on which their vacations are scheduled to start.

13.04 If the employment of any Employee is terminated at any time after the commencement of his employment, the Company shall pay to him, in

addition to all other amounts due to him, any unused earned vacation entitlements.

- 13.05 When a statutory holiday occurs during an Employee's vacation, the Employee shall be granted an extra day's vacation if the holiday is one for which the Employee would have received pay had he been working.
- 13.06 Employees are required to take their vacations by the end of the year following the year in which the entitlement was earned.

#### **Article 14: Statutory Holidays**

- 14.01 The following days shall be considered paid statutory holidays:
- |                  |   |               |
|------------------|---|---------------|
| New Year's Day   | Good Friday                                     | Victoria Day  |
| Canada Day       | Saskatchewan Day                                | Labour Day    |
| Thanksgiving Day | Remembrance Day                                 | Christmas Day |
| Boxing Day       | Family Day (3 <sup>rd</sup> Monday in February) |               |
- 14.02 Should any holiday fall on an Employee's day off, by mutual Agreement between the Parties another day shall be observed as the holiday. In the absence of such agreement either the preceding Friday or the following Monday, as determined by the Company, shall be observed as the holiday.
- 14.03 Any Employee who works on any holiday as set out in 14.01 of this Article shall be paid in addition to his pay for the statutory holiday, an amount equal to one and one-half (1 ½) times his regular rate for all hours worked.
- 14.04 When any holiday or holidays as set out in 14.01 of this Article fall in an Employee's work week, the work week shall be reduced by eight (8) or ten (10) hours as applicable for the purposes of calculating overtime.
- 14.05 An employee shall receive Statutory Holiday pay equal to the number of hours they would normally work at their regular rate including Lead Hand and experience premiums where applicable for each of the Statutory Holidays.



## **Article 15: Sick Leave**

15.01 When taken ill or injured and unable to report for work, the Employee shall personally, if possible notify his department head at the earliest possible opportunity. The Employee shall offer proof satisfactory to the Company of his illness, if requested to do so by the Company. The Company shall, upon proof of payment, reimburse the Employee for the fee charged by the medical professional for providing a medical certificate. The Company agrees to be invoiced directly by the Dr.'s office for charges for obtaining the required documentation.

In addition, when so requested by the Company, an Employee shall fully participate in and be required to authorize and instruct their Medical Doctor, as soon as possible, thereafter using the form provided by the Company to provide the Company with all information necessary to establish an individual workplace accommodation, fitness to return to work and/or graduated return to work.

15.02 After completion of their probationary period, permanent full-time Employees shall be credited with four (4) hours of sick leave credits for each full month of service to be paid out as follows:

- a) Employees on sick leave shall be paid at the applicable hourly rate for sick days not covered by the Short Term Disability Plan.
- b) Unused sick leave credits remaining at the end of November in each calendar year shall be paid out to the Employee at the Employee's regular hourly rate prior to Christmas. Employees retiring or resigning and having in excess of one (1) year of service will be paid out their unused sick leave on their final pay. Laid off Employees on the active recall list shall receive this payment.

## **Article 16: Leaves of Absence**

16.01 If an Employee is elected or appointed as an official delegate to attend conventions or business meetings in connection with the affairs of the Union, a maximum of two (2) Employees shall, upon giving the Company not less than ten (10) days notice in writing, be granted such leave of absence for up to seven (7) calendar days on any one occasion, without pay but with maintenance of seniority and benefits, as may be necessary to enable him to attend such meetings or conventions. The Company may grant a leave of absence under this Article with less than ten (10) days notice, subject to the requirements of the operation. In the case of bargaining meetings with the Company three (3) Employees shall be granted such leave of absence without pay.

- 16.02 An Employee may be allowed up to a thirty (30) day leave of absence without pay for personal reasons if he requests it in writing at least thirty (30) days in advance. The Company will respond to such request within seven (7) calendar days and supply the Unit Chair of the names of the Employees granted leaves of absences and the duration. A leave of absence may be extended for additional periods of up to thirty (30) days. The Employee must request the extension in writing before his current leave expires.
- 16.03 The Company shall pay an Employee who is required for jury service or who is subpoenaed as a Crown witness the difference between the amount of straight time earnings he would have received from the Company and the amount of pay received from the Court. In order to qualify for any compensation by the Company under this Article 16, the Employee shall also present proof of service and the amount of pay received from the Court. However, the Company shall not be required to pay for time lapsed during a postponement or recess if the Employee could have returned to work at the Court's consent.

## **Article 17: Health and Safety**

- 17.01 The Company shall make provisions for safe and healthy working conditions of Employees during working hours in full compliance with the provincial Occupational Health and Safety Regulations. There shall be an Occupational Health and Safety Committee composed of equal representation from the Company and the Union and regular meetings shall be held. Special meetings may be called to deal with legitimate pressing safety concerns. Time expended on committee work by Committee Members designated by the Union shall be considered hours worked and shall be compensated for by the Company.
- 17.02 A Representative of the Union may have access to Company property, with the prior permission of Management, to discuss health and safety matters with Management or to assist in an inspection or accident investigation.
- 17.03 The Company shall furnish equipment, protective work clothing and any other supplies as required by applicable provincial legislation or by current Company policy, to protect Employees from injury and illness, at no cost to the Employees. The Company will consult with the Safety Committee in developing new safety policies.
- 17.04 (a) The Company shall provide a safety boot allowance to a maximum of one hundred and seventy five dollars (\$175.00), plus applicable taxes upon commencement of employment and every year thereafter to Employees who require safety boots in the performance of their

duties. This amount can be carried over to a subsequent year if not used. Under no circumstances will an employee be entitled to more than three hundred and fifty dollars (\$350.00), plus applicable taxes in any two (2) year period. Payment shall be made on presentation of proof of purchase of CSA approved safety boots with instep protectors. Employees shall be required to wear the safety boots at all times while on duty. If an Employee leaves employment with less than three months of service the Company shall have the right to deduct from the Employees final pay the cost of the boots or the amount of subsidy paid to that Employee.

- (b) Notwithstanding the above, employees who work in the positions of painters and shot blasters, shall be provided their boots at no cost to the employee. In order to qualify for replacement boots, such employees must present the damaged boots to the employer.

17.05 Recognizing that 'Yard Department' Employees must work during severe weather changes and in severe weather the Company agrees to provide at no cost to these Employees winter safety boots, safety gloves/mittens, headgear, and coveralls/parka. All of which must be rated to at least minus 40 degrees Celsius. Such clothing and equipment remain on Company premises and will be replaced as deemed necessary by the Company.

17.06 An Employee hurt on the job shall be paid for the time lost on the day he was injured at his standard hourly rate or overtime rate plus any applicable shift differential. To qualify for the above pay, the Employee must provide evidence of receiving medical attention. The cost charged by the Doctor for providing such evidence shall be paid by the Company.

17.07 The Company shall provide transportation and pay for the time spent by Employees during their regular shift hours for medical treatment required as a result of an industrial accident or disease.

17.08 It is not the intent of the above provisions to make the Company responsible for the payment of such time and transportation which is compensated by the Workers' Compensation Board.

## **Article 18: Discrimination and Harassment**

18.01 No Employee shall be discriminated against in any manner by either party to this Agreement because of Union activities, or in the contravention of the Saskatchewan Occupational Health and Safety Act or the Saskatchewan Human Rights Code.

- 18.02 The Union and the Company recognize the right of Employees to work in an environment free from harassment as defined in the Occupational Health and Safety Act, and the Company undertakes to discipline any person employed by the Company engaging in the harassment of another Employee.
- 18.03 The policy statement as contained in Appendix “B” of this Agreement shall be used as a guideline to deal with harassment.
- 18.04 Grievance under this Article will be handled with all possible confidentiality and dispatch. Under this Article, any step of the grievance procedure may be waived by mutual Agreement of the Company and the Union.

### **Article 19: Employee Benefits**

- 19.01 The Company agrees to continue providing the group benefits, which were in effect on the date of signing of this Agreement. The Company will pay sixty percent (60%) of the cost of the group benefits plan and employees will pay forty percent (40%) of the cost of the group benefits plan.
- 19.02 Benefits available to Employees and eligibility for coverage shall be as set forth in the respective contracts between the Company and the carrier.
- 19.03
- a) In the event of a death of a spouse, parent, brother, sister or child, parent-in-law, step parent, and step child, grandchild, an Employee will be given up to four (4) days of bereavement leave without loss of regular straight time pay;
  - b) In the event of a death of a grandparent, an Employee will be given up to two (2) days of bereavement leave without loss of regular straight time pay;
  - c) In the event of a death of a brother-in-law or sister-in-law an Employee will be given one (1) day of bereavement leave without loss of regular straight time pay;
  - d) Employees will be provided unpaid leave to a maximum of one (1) day for time to attend the funeral of other family members not named above. In cases of extended bereavement leaves, the bereaved Employee may use vacation time to recover lost wages.

19.04 The Company shall maintain its present Registered Retirement Pension Plan. The Company shall continue to contribute on behalf of each bargaining unit Employee one percent (1%) of each Employees gross annual wages for every year of service with the Company to a maximum of five percent(5%).

## **Article 20: Union Representation**

20.01 A Representative of the Union may be admitted to the lunchroom to conduct the legitimate affairs of the Union, with the prior permission of Management, provided there is not a disruption of the Employees or their working schedules.

20.02 The Company shall continue to supply the existing lunchroom with a bulletin board exclusively for the use of the Union, for the posting of messages and communications related to Union business. Should the Company expand or relocate its operations, the Parties will mutually agree upon a more suitable location for the bulletin board, or the need for, and locations of, more bulletin boards. The Union will submit all material to the Company for authorization prior to posting.

20.03 The Union shall notify the Company in writing of the names and persons authorized to represent the Union.

20.04 The Union shall notify the Company in writing of the names and positions of the Employees authorized to represent the Union for the purpose of this Agreement. Further, the Union shall promptly notify the Company in writing of any changes in these names.

## **Article 21: General**

21.01 Employees shall take all necessary and reasonable care and precaution so as to ensure against loss, damage, or destruction of Company premises and equipment. The Employee must report any loss or damage to premises or equipment, immediately to his Department Manager.

21.02 Employees shall not use Company premises, equipment, or supplies for other than the business of the Company, except with the prior written approval of the Company.

21.03 Nothing in this Agreement or otherwise shall be deemed as a restriction on the right of non-bargaining unit personnel to perform on a temporary basis, any function normally performed by bargaining unit personnel. No in-scope Employee shall suffer a loss of regular hours or a loss of employment as a result of such work.

Temporary basis as used above shall be defined as periods of time encompassing activities for the purposes of instruction, response to emergencies or experimentation. It shall also permit activities to meet customer demand, such as loading of trucks, when in-scope Employees are not immediately available.

21.04 The Company will continue its present policy with respect to providing Employees with parking for the life of this Agreement.

## **Article 22: Discipline, Discharge and Termination of Employment**

22.01 The Company shall inform the Employee that he has the right to Union representation prior to the imposition of any discipline which will become a matter of written record.

22.02 Employees shall, upon making suitable arrangements with the Company, have access to any disciplinary record or appraisals contained in their person file.

22.03 Records of written reprimands and discipline shall not be used against an Employee after a lapse of twelve (12) months in which the Employee has had a clear disciplinary record. Records of more serious disciplinary sanctions such as disciplinary suspensions shall be removed from an employee's file after a period of twenty-four (24) months provided the employee has had a clear disciplinary record during that period of time.

22.04 An Employee, other than a probationary Employee as provided in Article 6.01, who claims to have been unjustly disciplined or discharged shall have the right to have the matter heard through the grievance and arbitration procedure.

## **Article 23: No Strikes – No Lockouts**

23.01 The Union will not cause or permit its members to cause, nor will any member of the Bargaining Unit take part in, any strike either sit down or stay in, or any other kind of interference or any other stoppage, total or partial, of any of the Company's operations, during the term of this Agreement. The Company will not cause, engage in or permit a lockout of any of its operations during the term of this Agreement.

**Article 24: Duration of Agreement**

24.01 This Agreement shall be effective from November 6, 2013 and shall remain in effect until November 5, 2016, and thereafter from year to year, however either party may, not less than thirty (30) days or more than sixty (60) days before the expiry date of this Agreement, give notice in writing to the other party to terminate this Agreement or to negotiate a revision thereof.

**DATED** at Regina, Saskatchewan, this \_\_\_\_\_ day of \_\_\_\_\_ 2014.

Signed on Behalf of the Company:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signed on Behalf of the Union

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**APPENDIX “A”**  
**Degelman Industries Ltd.**  
**Wages and Classifications**  
**November 6, 2013 to November 5, 2014**

<b>CLASSIFICATION</b>	<b>START WAGE UP TO 60 DAYS</b>	<b>60 DAY SERVICE</b>	<b>1 YEAR SERVICE</b>	<b>2 YEAR SERVICE</b>	<b>3 YEAR SERVICE</b>
<b>Welder Level 1</b>	19.05	20.30	21.54	22.16	22.79
<b>Welder Level 2</b>	19.68	20.99	22.45	23.48	23.93
<b>Robotic Welding Operator</b>	19.86	21.24	22.71	23.80	24.24
<b>Brake Operator</b>	18.13	19.36	20.80	21.74	22.19
<b>Saw Operator</b>	17.93	19.05	20.46	21.43	21.88
<b>Torch Operator</b>	17.93	19.05	20.46	21.43	21.88
<b>Shotblast Operator</b>	17.93	19.05	20.46	21.43	21.88
<b>Whitney Plasma/Punch</b>	17.93	19.05	20.46	21.43	21.88
<b>Machinist Journeyman</b>	22.79	24.28	25.79	26.76	27.20
<b>Machinist Non-Journeyman</b>	19.25	20.48	21.94	22.91	23.35
<b>Maintenance Mechanic</b>	19.43	20.68	22.13	23.09	23.54
<b>Toolmaker</b>	21.54	22.97	24.51	25.47	26.04
<b>Inside Shipper/Receiver</b>	17.49	18.43	19.83	20.80	21.24
<b>Outside Shipper/Receiver</b>	18.13	19.36	20.80	21.74	22.19
<b>Painter</b>	18.62	19.86	21.29	22.26	22.71
<b>Material Handler</b>	18.62	19.56	20.97	21.94	22.39
<b>General Assembly</b>	16.56	17.49	18.87	20.33	20.80
<b>General Labour</b>	15.32	16.24	17.25	18.22	18.66

**Note:**

Service means time at work.

Lead Hands will be paid \$1.50 per hour above the highest rate in the group they are leading.

Employees with 10 years active service or more will be paid \$0.25 per hour above their regular rate of pay.



**APPENDIX “A”**  
**Degelman Industries Ltd.**  
**Wages and Classifications**  
**November 6, 2014 to November 5, 2015**

<b>CLASSIFICATION</b>	<b>START WAGE UP TO 60 DAYS</b>	<b>60 DAY SERVICE</b>	<b>1 YEAR SERVICE</b>	<b>2 YEAR SERVICE</b>	<b>3 YEAR SERVICE</b>
<b>Welder Level 1</b>	19.75	21.00	22.24	22.86	23.49
<b>Welder Level 2</b>	20.38	21.69	23.15	24.18	24.63
<b>Robotic Welding Operator</b>	20.56	21.94	23.41	24.50	24.94
<b>Brake Operator</b>	18.83	20.06	21.50	22.44	22.89
<b>Saw Operator</b>	18.63	19.75	21.16	22.13	22.58
<b>Torch Operator</b>	18.63	19.75	21.16	22.13	22.58
<b>Shotblast Operator</b>	18.63	19.75	21.16	22.13	22.58
<b>Whitney Plasma/Punch</b>	18.63	19.75	21.16	22.13	22.58
<b>Machinist Journeyman</b>	23.49	24.98	26.49	27.46	27.90
<b>Machinist Non-Journeyman</b>	19.95	21.18	22.64	23.61	24.05
<b>Maintenance Mechanic</b>	20.13	21.38	22.83	23.79	24.24
<b>Toolmaker</b>	22.24	23.67	25.21	26.17	26.74
<b>Inside Shipper/Receiver</b>	18.19	19.13	20.53	21.50	21.94
<b>Outside Shipper/Receiver</b>	18.83	20.06	21.50	22.44	22.89
<b>Painter</b>	19.32	20.56	21.99	22.96	23.41
<b>Material Handler</b>	19.32	20.26	21.67	22.64	23.09
<b>General Assembly</b>	17.26	18.19	19.57	21.03	21.50
<b>General Labour</b>	16.02	16.94	17.95	18.92	19.36

**Note:**

Service means time at work.

Lead Hands will be paid \$1.50 per hour above the highest rate in the group they are leading.

Employees with 10 years active service or more will be paid \$0.25 per hour above their regular rate of pay.

**APPENDIX “A”**  
**Degelman Industries Ltd.**  
**Wages and Classifications**  
**November 6, 2015 to November 5, 2016**

<b>CLASSIFICATION</b>	<b>START WAGE UP TO 60 DAYS</b>	<b>60 DAY SERVICE</b>	<b>1 YEAR SERVICE</b>	<b>2 YEAR SERVICE</b>	<b>3 YEAR SERVICE</b>
<b>Welder Level 1</b>	20.45	21.70	22.94	23.56	24.19
<b>Welder Level 2</b>	21.08	22.39	23.85	24.88	25.33
<b>Robotic Welding Operator</b>	21.26	22.64	24.11	25.20	25.64
<b>Brake Operator</b>	19.53	20.76	22.20	23.14	23.59
<b>Saw Operator</b>	19.33	20.45	21.86	22.83	23.28
<b>Torch Operator</b>	19.33	20.45	21.86	22.83	23.28
<b>Shotblast Operator</b>	19.33	20.45	21.86	22.83	23.28
<b>Whitney Plasma/Punch</b>	19.33	20.45	21.86	22.83	23.28
<b>Machinist Journeyman</b>	24.19	25.68	27.19	28.16	28.60
<b>Machinist Non-Journeyman</b>	20.65	21.88	23.34	24.31	24.75
<b>Maintenance Mechanic</b>	20.83	22.08	23.53	24.49	24.94
<b>Toolmaker</b>	22.94	24.37	25.91	26.87	27.44
<b>Inside Shipper/Receiver</b>	18.89	19.83	21.23	22.20	22.64
<b>Outside Shipper/Receiver</b>	19.53	20.76	22.20	23.14	23.59
<b>Painter</b>	20.02	21.26	22.69	23.66	24.11
<b>Material Handler</b>	20.02	20.96	22.37	23.34	23.79
<b>General Assembly</b>	17.96	18.89	20.27	21.73	22.20
<b>General Labour</b>	16.72	17.64	18.65	19.62	20.06

**Note:**

Service means time at work.

Lead Hands will be paid \$1.50 per hour above the highest rate in the group they are leading.

Employees with 10 years active service or more will be paid \$0.25 per hour above their regular rate of pay.

## **APPENDIX “B”**

### **HARASSMENT POLICY**

1. Definition: (section 2(1)(1) of The Occupational Health and Safety Act, 1993):

“Harassment” means any objectionable conduct, comment or display by a person that:

- i) is directed at a worker;
- ii) is made on the basis of race, creed, religion, colour, sex, sexual orientation, marital status, family status, disability, physical size or weight, age, nationality, ancestry or place of origin; and
- iii) adversely affects the worker’s psychological or physical well-being and that the person knows or ought reasonably to know would cause a worker to be humiliated or intimidated; and
- iv) constitutes a threat to the health or safety of the worker.

Harassment does not include any reasonable action that is taken by an Employer or a Manager or Supervisor employed or engaged by an Employer relating to the management and direction of the Employer’s workers or the place of employment.

2. Worker right:

Every worker is entitled to a working environment that is free of harassment.

3. Company obligation:

The Company will ensure that no worker is subjected to harassment at this place of employment.

4. Worker obligation:

No worker shall cause or participate in the harassment of another worker.

5. Procedure for dealing with harassment concerns:

All complaints will be taken seriously. The rights of all concerned will be respected. Worker are encouraged to use these steps to address incidents of alleged harassment internally.

5.1 A worker who believes that he or she has been subjected to harassment is encouraged to first clearly and firmly make known to the alleged harasser that the harassment is unacceptable.

5.2 Where this cannot be done, or is unsuccessful, the worker should report the alleged harassment to the Company or to one of the following persons designated by the Company to receive complaints of harassment:

Operations Manager  
Human Resources Manager

5.3 Once a person designated by the Company to receive complaints of harassment receives a complaint, that person shall immediately bring the complaint to the attention of the Company.

5.4 The Company will: notify the alleged harasser of the complaint; provide the alleged harasser with information concerning the circumstances of the complaint; and undertake a confidential investigation.

5.5 Following the conclusion of the investigation, the Company will inform the complainant and the alleged harasser of the results of the investigation.

6. Resolution and corrective action:

Where harassment has been substantiated, the Company will take appropriate corrective action to resolve the complaint. Where harassment has not been substantiated, no action will be taken against a worker who has made a complaint in good faith.

7. Confidentiality:

The Company will not disclose the identity of the worker or the circumstances of the complaint, except where disclosure is necessary for the purposes of investigating or taking disciplinary action in relation to the complaint, or where such disclosure is required by law.

8. External complaints:

Nothing in this policy prevents or discourages a worker from referring a harassment complaint to the Occupational Health and Safety Division under: The Occupational Health and Safety Act, 1993; particular sections 3 and 4; and the Occupational Health and Safety Regulations, 1996; particular section 36. A worker may also file a complaint with the Saskatchewan Human Rights Commission under the Saskatchewan Human Rights Code, particular sections 16, 17, 18 and 27. A worker retains the right to exercise any other legal avenues available.

## **Letter of Understanding**

**Between**

**Degelman Industries, ltd. (the Company)**

**-and-**

**UNITED STEEL, PAPER AND FORESTRY,  
RUBBER, MANUFACTURING, ENERGY, ALLIED  
INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL UNION (UNITED  
STEELWORKERS)  
(hereinafter “the United Steelworkers”)**

### **Re: 12 hour shifts**

During the negotiations for a renewed collective agreement in 2006, the Parties discussed the imposition of 12 hour shifts for a weekend shift to meet peak production demands. The Parties agree that when 12 hour shifts are to be implemented the following principles will be followed:

- Prior to the imposition of a 12 hour schedule, the Company will post the details of the expected duration, positions and number of employees required. Prior to commencing work on the 12 hour work schedule, a minimum of 24 hours rest period will be provided to all employees who are assigned to work the 12 hour shift schedule.
- Without limiting the rights of the Company provided in Article 7.01 it is agreed that during the period of imposition of 12 hour shifts, the Company may introduce complimenting 10 hour day and night shifts for the balance of the operation to be worked on the off days for the 12 hour shift schedule.
- The work week for 12 hour shifts will be comprised of Saturday and Sunday, and either the preceding Friday or the following Monday. 12 hour shifts will be made up of three shifts of 12 hours worked over three consecutive days. There will be two fifteen (15) minute unpaid meal breaks and two (2) paid twenty (20) minute coffee breaks spread relatively evenly throughout the shift. The employees working the shift and the supervisors can ammend the breaks by mutual agreement.
- Employees who are assigned to work the weekend shift will be entitled to a premium of eleven and a half percent (11.5%) of the rate of pay they are paid for the work being done in addition to their regular rate of pay. Under no circumstances will the premium be paid at over time rates or for overtime hours worked.
- In the event that a holiday falls during the work week and work is not assigned for the holiday, employees will be paid for the work week as if having worked the statutory holiday. (ie Employees will be paid 12 hours pay including the eleven and one half percent (11.5%) premium)

- Employees will be entitled to volunteer to work the 12 hour shift. It is agreed that the 12 hour shift must have a basic complement of skills, and experience. In order to meet an appropriate mix of skill and experience the following principles will be followed:
  - In the event that there are not enough employees who volunteer to work the 12 hour shifts, or that there are not enough volunteers to meet the required pool of skills, then employees will be assigned by the Company in accordance with seniority, competency considered.
  - In the event that there are more volunteers to work the 12 hour shifts than are required, the employees will be assigned in order of seniority, competency considered.
  
- Employees who do not volunteer to work the 12 hour shift schedule and are subsequently assigned as outlined above, will be rotated off the schedule each 4 work weeks. Other employees who are not working the 12 hour schedule and possess the necessary skills will be rotated to be assigned to work the 12 hour schedule in accordance with their seniority. It is agreed that all employees who possess the necessary skills will be required to take a rotation in turn of their seniority before any employee is required to take a second rotation.
  
- Overtime will be afforded in accordance with Article 7 of the Collective Agreement subject to the following:
  - Overtime will commence for Employees who are working the 12 hour shift following thirty-six (36) hours of work each work week.
  - Overtime will be paid for hours worked outside the 12 hour shift regular work week. In the event that an employee works on a day other than the regularly scheduled work week, such work will be considered the overtime shift. This would not apply in the circumstances where an employee is using the additional shift to make up time, in which case the employee will be paid the premium rates.
  
- Where possible the Company will provide the Employees, with a carbon copy (CC) to the Union, with at least two (2) weeks notice prior to cancelling the weekend shift.

This Letter of Understanding will expire at the end of the term of the Collective Agreement between the Parties unless it is renewed by mutual agreement.

**DATED** at Regina, Saskatchewan, this \_\_\_\_\_ day of \_\_\_\_\_ 2014.

Degelman Industries Ltd.

United Steelworkers, Local 5917

\_\_\_\_\_  
Blair Flavel

\_\_\_\_\_  
Sonny Rioux

\_\_\_\_\_  
Bill Humney

\_\_\_\_\_  
Allen Donald

\_\_\_\_\_  
Steve Miller

\_\_\_\_\_  
Trevor Boyce

\_\_\_\_\_  
Calvin Erlendson

**Letter of Understanding Between**

**Degelman Industries, Ltd. (the Company)**

**-and-**

**UNITED STEEL, PAPER AND FORESTRY,  
RUBBER, MANUFACTURING, ENERGY, ALLIED  
INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL UNION  
(UNITED STEELWORKERS)**

**(hereinafter “the United Steelworkers”)**

**Re: Personal Appointment Leave**

Subsequent to discussions between the Parties relating to the above, it is agreed that Employees will be entitled to unpaid leave to attend to appointments of a personal nature during working hours, subject to the following terms:

Each employee shall be entitled annually to twenty-four (24) hours of leave to attend to appointments of a personnel nature or to attend to urgent family matters that are beyond the control of the Employee. Whenever possible, Employees are required to provide at least seven (7) calendar days notice of such leave. It is agreed that, in so far as it is possible, Employees will book appointments to coincide with the beginning or end of shift.

This Letter of Understanding will expire at the end of the term of the Collective Agreement between the Parties unless it is renewed by mutual agreement.

**DATED** at Regina, Saskatchewan, this \_\_\_\_\_ day of \_\_\_\_\_ 2014.

Degelman Industries Ltd.

United Steelworkers, Local 5917

\_\_\_\_\_  
Blair Flavel

\_\_\_\_\_  
Sonny Rioux

\_\_\_\_\_  
Bill Humney

\_\_\_\_\_  
Allen Donald

\_\_\_\_\_  
Steve Miller

\_\_\_\_\_  
Trevor Boyce

\_\_\_\_\_  
Calvin Erlendson

**Letter of Understanding**

**Between**

**Degelman Industries, ltd. (the Company)**

**-and-**

**UNITED STEEL, PAPER AND FORESTRY,  
RUBBER, MANUFACTURING, ENERGY, ALLIED  
INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL UNION (UNITED  
STEELWORKERS)**

**(hereinafter “the United Steelworkers”)**

**Re: Benefit Premium Rates**

Subsequent to negotiations between the Parties relating to the above, it is agreed that the Company will retain all current benefit premium rate costs as per the Company’s document dated November 18, 2008 for the term of the agreement.

This Letter of Understanding will expire at the end of the term of the Collective Agreement between the Parties unless it is renewed by mutual agreement.

**DATED** at Regina, Saskatchewan, this \_\_\_\_\_ day of \_\_\_\_\_ 2014.

Degelman Industries Ltd.

United Steelworkers

\_\_\_\_\_  
Blair Flavel

\_\_\_\_\_  
Sonny Rioux

\_\_\_\_\_  
Bill Humney

\_\_\_\_\_  
Allen Donald

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Steve Miller

\_\_\_\_\_  
Trevor Boyce

\_\_\_\_\_  
Calvin Erlendson



**Letter of Understanding**

**Between**

**Degelman Industries, ltd. (the Company)**

**-and-**

**UNITED STEEL, PAPER AND FORESTRY,  
RUBBER, MANUFACTURING, ENERGY, ALLIED  
INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL UNION (UNITED  
STEELWORKERS)**

**(hereinafter “the United Steelworkers”)**

**Re: Payout of Accrued Annual Vacation**

**WHEREAS** the Union has request the Employer to provide an option for the payout of accrued annual vacation to employees contrary to the provisions of Article 13. Vacations and vacation pay as provided in the Collective Agreement between the Parties dated November 6, 2010 – November 6, 2011;

**AND WHEREAS** the Employer wishes to accommodate the request of the Union and the Employees subject to operational efficiencies;

Employees with more than ten (10) days (2/52nds of current annual earnings) of accrued vacation pay may submit a written request for a payout of their accrued vacation pay in excess of (2/52nds of current annual earnings). This payout shall be provided no more than twice in each year of the Collective Agreement.

This Letter of Understanding will expire at the end of the term of the Collective Agreement between the Parties unless it is renewed by mutual agreement.

**DATED** at Regina, Saskatchewan this \_\_\_\_\_ day of \_\_\_\_\_, 2014

Degelman Industries Ltd.

United Steelworkers of America

\_\_\_\_\_  
Blair Flavel

\_\_\_\_\_  
Sonny Rioux

\_\_\_\_\_  
Bill Humney

\_\_\_\_\_  
Allen Donald

\_\_\_\_\_  
Steve Miller

\_\_\_\_\_  
Trevor Boyce

\_\_\_\_\_  
Calvin Erlendson

**Letter of Understanding**

**Between**

**Degelman Industries, Ltd. (the Company)**

**-and-**

**UNITED STEEL, PAPER AND FORESTRY,  
RUBBER, MANUFACTURING, ENERGY, ALLIED  
INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL UNION (UNITED  
STEELWORKERS)**

**(hereinafter “the United Steelworkers”)**

**Re: Vision Care**

During the negotiations for a renewed collective agreement, the parties discussed the addition of a Vision Care benefit to the Group benefit plan for employees and their dependent family members of \$250.00 over a 24 month period. It is agreed that the Company will pay sixty percent (60%) of the cost of this vision care benefit and the Employees will pay forty percent (40%) of the cost.

This Letter of Understanding will expire at the end of the term of the Collective Agreement between the Parties unless it is renewed by mutual agreement.

**DATED** at Regina, Saskatchewan this \_\_\_\_\_ day of \_\_\_\_\_, 2014

Degelman Industries Ltd.

United Steelworkers of America

\_\_\_\_\_  
Blair Flavel

\_\_\_\_\_  
Sonny Rioux

\_\_\_\_\_  
Bill Humney

\_\_\_\_\_  
Allen Donald

\_\_\_\_\_  
Steve Miller

\_\_\_\_\_  
Trevor Boyce

\_\_\_\_\_  
Calvin Erlendson