

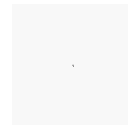
2005-2008

COLLECTIVE
LABOUR AGREEMENT

between

INGERSOLL FASTENERS
A DIVISION OF IFASTGROUPE 2004 L.P.
and

THE UNITED STEELWORKERS
OF AMERICA AND LOCAL 3683
OF THE UNITED STEELWORKERS
OF AMERICA



01727(08)¹

COLLECTIVE
AGREEMENT

between

INGERSOLL FASTENERS
A DIVISION OF IFASTGROUPE 2004 L.P.

at its plants in Ingersoll, Ontario, a company
existing pursuant to the laws of Canada,
hereinafter called "THE COMPANY" of the
first **part;**

and

THE UNITED STEELWORKERS
OF AMERICA AND LOCAL 3683

of The United Steelworkers of America,
hereinafter called "THE UNION" of the
second part,

2005 - 2008

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2005 - 2008

COLLECTIVE AGREEMENT

BETWEEN:

INGERSOLL FASTENERS, A DIVISION OF IFASTGROUPE 2004 L.P. at its plant in Ingersoll, Ontario, a company existing pursuant to the laws of Canada, hereinafter called "THE COMPANY" of the first part;

AND

THE UNITED STEELWORKER'S OF AMERICA AND LOCAL 3683 of The United Steelworkers of America, hereinafter called the " THE UNION " of the second part.

ARTICLE 1 - PURPOSE

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

ARTICLE 2 - SCOPE

Union **Exclusive** Bargaining Agency

2.01 The Company recognizes the Union as the sole **and** exclusive bargaining agency for all of its employees save and except salaried employees, timekeepers, foremen, sub-foremen, managerial, stockroom, **office**, clerical, metallurgist, combustion technician, tool crib attendants, plant **facilitator** and those employed in a **confidential** capacity. It is understood that all such employees are not subject to the provisions of this agreement.

2.02 The terms and conditions set forth in this agreement shall have full force and effect for all employees in the bargaining unit as described in the preceding clause.

2.03 Jobs covered by the terms of this collective agreement shall not be performed by salaried employees or others not in the bargaining unit, except ~~for~~ the purpose of instruction, experimentation, or when qualified employees are not available. The Company **will not wilfully** abuse this provision.

List of Supervisors, etc.

2.04 The Company will supply the Union with a list of foremen and other persons of authority, and will indicate by appropriate job titles the nature and extent of their authority. This will be posted on the bulletin boards and revised every six- (6) months.

ARTICLE 3 - UNION SECURITY

3.01 The Company shall deduct Union dues including, where applicable, initiation fees and assessments, on a weekly basis from the wages of each employee covered by this agreement. The amount of dues shall be calculated in accordance with Union's Constitution.

3.02 All dues, initiation fees and assessments shall be remitted to Union forthwith and in any event no later than 15 days following the last day of the month in which the remittance was deducted. The remittance shall be sent to the International Secretary Treasurer of the United Steelworkers of America, AFL-CIO-CLC, P.O. Box 13083 Postal Station "A", Toronto, Ontario, M5W 1V7 in such form as shall be directed by the Union to the Company along with a completed Dues Remittance Form R-115. A copy of the Dues Remittance Form R-115 will also be sent to the Union Office designated by the Area Coordinator.

(a) The remittance and the R-115 form shall be accompanied by the statement containing the following information:

- 1) A list of names of all employees from who dues were deducted and the amount of dues deducted
- 2) A list of names from whom no deductions have been made and reasons
- 3) This information shall be sent to both Union addresses identified in Article 3.02 in such form as shall be directed by the Union to the Company.

(b) The Union shall indemnify and save the Company harmless against all claims or other forms of liability that may arise out of any actions taken by the Company in compliance with this article.

(c) The Company, when preparing T-4 slips for employees, will enter the amount of Union dues paid by the employee during the previous year.

3.03 All new employees will be required to contribute the amount specified by the Union per month commencing with their first day of employment.

3.04 The Union agrees that Co-Up Students are not covered by this agreement but will nonetheless be required to pay regular Union dues. The Company agrees to limit such students to a maximum of two (2) at anyone time.

3.05 The Company agrees to erect two (2) bulletin boards in a conspicuous place for posting of notices and other material of interest to the Union. The Union agrees that the notices pertaining to the Union matters will be confined to the matters respecting Union Business of the United Steelworkers of America, and that all notices must be approved by the Manufacturing Manager prior to their being posted except notices pertaining solely to Local 3683 business meetings.

The Company will maintain the bulletin boards in good and satisfactory condition.

ARTICLE 4 - NO DISCRIMINATION

4.01 The Company and the Union agree that there will be no discrimination against any employee or any representative of the Company because of race, creed, colour, sex, sexual orientation, national origin, **handicap**, union member-ship, or union activity. It is understood and agreed to by both parties that permission for union activity on Company premises during his regular working hours will be requested from the Company by a union representative, and that this permission will not be unreasonably and/or unjustly withheld. Also it is understood and agreed to by both parties that whenever the male gender is used throughout the articles within this agreement, the female gender is an acceptable substitute whenever the feminine gender is applicable.

ARTICLE 5 - RESERVATION OF MANAGEMENT RIGHTS

5.01 The Union acknowledges that it is the exclusive function of the Company to:

- (a) maintain order, discipline, and efficiency;
- (b) hire, discharge, transfer, classify, promote, demote, or discipline employees, provided that a claim of discriminatory classification, promotion, demotion, or transfer, or a claim that an employee who has completed his probationary period has been discharged or disciplined without just and reasonable cause may be the subject of a **grievance** and dealt with as hereinafter provided;

5.02 The Union acknowledges that it is the exclusive function of the Company generally to manage the industrial enterprises in which the Company is engaged, and without restricting the generality of the foregoing, to determine the number and location of plants; the product to be manufactured; methods of manufacturing; schedules of production; kinds and locations of machines and tools to be used; processes of manufacturing and assembly; the engineering and designing of its products, and the controls of materials and parts to be incorporated in the products produced.

ARTICLE 6 - COMMITTEES

6.01 (a)- The negotiating committee will be comprised of the President and any three (3) of the following Vice-president, Recording secretary, Financial Secretary and Treasurer of the Local Union, **plus** one (1) member from the general membership.

(b) The Grievance Committee will be comprised of the President or the Vice-president, Chief Steward, Steward of the department concerned plus one (1) member to be appointed by the President.

The Company will recognize and deal with the said Committees with respect to any matter which properly arises from time to time during the term of this agreement.

(c) The Safety and Health Committee will comprise three (3) members from each party to discuss any matters pertaining to safety, to inspect the plant and to report their recommendations to management. Meetings will be set by mutual agreement.

The Company has acknowledged its obligation to make provisions in accordance with the requirements of the Workplace Safety and Insurance Board Act.

The Company will supply to the Union President or his designate, a copy of the WSIB Form 7 sent to the WSIB, representing any incident.

(d) The Company will meet with the Local Union Executive as soon as possible following the Union's regular monthly meeting.

6.02 It is clearly understood that the Negotiating Committee is a separate entity from the Grievance Committee, and that it will deal only with such matters as are properly the subject of negotiations including proposals for the renewal or modification of this agreement at the proper time. The Safety Committee is a separate entity from the Negotiating and Grievance Committees.

6.03 The Union acknowledges that members of the Negotiation Committee and Grievance Committee will continue to perform their regular duties on behalf of the Company, and that such persons will not leave their regular duties without obtaining permission from their foreman or immediate supervisor (such permission will not be unreasonably withheld) and when resuming their regular duties after being engaged in duties on behalf of the Union, that they will report to their foreman or supervisor, and will give any reasonable explanation that may be requested with respect to their absence.

6.04 It is clearly understood that members of the Negotiating Committee and Grievance Committee will not absent themselves from their regular duties unreasonably in order to deal with the grievances of employees and that in accordance with this understanding, the Company will compensate such employees for time spent in dealing with employees'

grievances during regular working hours, and the Company reserves the right to withhold payment if the Committee men do not conform to the accepted practice when dealing with grievances or if any unreasonable or abnormal amount of time is consumed in dealing with such matters.

The Safety and Health Committee members will be paid at time and one-half (1½) their regular hourly rate for time spent dealing outside of the Committee members' regular working hours with the understanding that such meetings will be scheduled to take place outside of the regular working hours of the majority of the hourly paid members and the Committee members will work their ~~entire~~ regular scheduled shift in ~~addition~~ to the overtime.

The Company will compensate the Negotiating Committee for the time spent at negotiations, plus one (1) hour for travelling time, to a maximum of eight (8) hours per day at their *regular* hourly rate ~~of~~ pay plus C.O.L.A. dependent upon the employee's scheduled shift hours on the day(s) set for negotiations.

ARTICLE 7 - GRIEVANCE PROCEDURE

7.01 Management will not take disciplinary action without first warning the employee concerned unless the circumstances justify immediate discipline or discharge. Warnings given in lieu of disciplinary action shall be given in writing. A member of the Grievance Committee must be present when a non-probationary employee is to be suspended or discharged. All written warnings shall become null and void after a period of six (6) months from date of issue. An employee's record with respect to discipline beyond written notices, shall not be used in assessing further discipline after a period of nine (9) months has transpired since the last disciplinary notation.

7.02 STEP NO. 1:

Any employee having a grievance shall, within the period of one (1) calendar week from the date of his first opportunity of being aware of its occurrence, submit the matter in writing to his immediate foreman accompanied, if he desires such assistance, by his departmental Committee man. The foreman shall render his written decision within (2) working days thereafter.

7.03 STEP NO. 2:

Failing settlement, the matter may then be referred within two (2) working days of receipt of the foreman's decision to the Manufacturing Manager who shall render his written decision within two (2) working days thereafter.

7.04 STEPNO. 3:

Failing settlement, the grievance may then be appealed within five (5) working days of receipt of the Manufacturing Manager decision to a meeting between the Grievance Committee and the General Manager or **his** designate which shall be held within five (5) working days of such reference, unless this time limit is extended with the mutual consent of the parties. Management shall render its written decision within five (5) working days. Thereafter, either party may request arbitration proceedings **as** follows:

7.05 Within fifteen (15) working days after **having** issued or **received** the Company's final decision, where a difference arises between the parties relating to an interpretation, application, administration or alleged violation of this agreement, where an allegation is made **that** this agreement has been violated, or that an employee has been unjustly disciplined, either of the parties may, after exhausting the grievance procedure, **established by this agreement**, notify **the other party in writing within fifteen (15) work** days of its desire to submit the difference or allegation to arbitration. The notice shall contain the names of three (3) or more proposed arbitrators. The recipient of the notice **may** accept an arbitrator from the list or propose alternative arbitrators **until** one (1) is selected by mutual agreement of both parties. If the parties are unable to agree on an arbitrator **within thirty (30) calendar days from the commencement of this procedure**, they may then request the Ministry of Labour for the Province of Ontario to appoint an arbitrator.

7.06 The arbitrator shall hear and determine the matter and the award shall be final and binding upon the parties and upon any employee or employees affected by it.

7.07 The decision of the arbitrator shall be final and binding on both parties to this agreement.

7.08 The arbitrator shall not have jurisdiction to alter or change any of the provisions of this agreement, or to substitute any new provisions in lieu thereof, nor to give any decision inconsistent with the terms and provisions of this agreement or to **deal** with any matter not covered by this agreement.

7.09 The parties hereto will jointly bear the expenses of the arbitrator appointed to hear the dispute.

7.10 No person shall be selected as an arbitrator who has been directly involved in attempts to negotiate or settle the grievance.

7.11 No grievance shall be considered by the arbitrator unless it has been properly carried through all previous steps of the grievance procedure.

7.12 Subsequent to the first step in the procedure, a representative of the International Union organization may be called into the procedure at the request of either Management or the Grievance Committee.

7.13 A claim by an employee that he **has** been discharged or disciplined without just cause will be treated as a grievance if a written statement of the grievance is lodged with the Management (Manufacturing Manager) within three (3) working days after the employee ceases to work for the Company. AU preliminary steps of the grievance procedure may be eliminated in such cases, and discussion of the grievance will commence **at Step No. 3**. In cases involving discharge or suspension, the Company will advise the Local Union President or in his absence the Chief Steward, in writing, within twenty-four (24) hours of the action being taken, indicating the reasons for the disciplinary action.

7.14 **If it is determined or agreed, at any step in the grievance procedure, or decided** by an arbitrator that any employee has been disciplined or discharged unjustly, the management shall put him back on his job with no loss of seniority, and shall pay the employee the amount he would have earned had he been working, or by any other arrangement as to compensation which is just and equitable in the opinion of the conferring **parties, or** has been **recommended by** an arbitrator if the **matter has been** so referred.

7.15 Company complaints or grievances against the Union, its officers, stewards or members must be presented in written form to a Union representative within five (5) **days of the date of** the Company becoming **aware of the subject of the complaint or** grievance. Such complaint or grievance will be dealt with at the next meeting between the Union Grievance Committee and the Company; such meeting may be expressly convened for **this purpose or** may be at a regular meeting. Failing settlement at this meeting, the grievance may then be **dealt with under the** arbitration **regulations as herein** set forth.

7.16 At any stage of the grievance procedure, including arbitration, the conferring parties may have the assistance of the employee or employees concerned and any necessary witnesses, All reasonable arrangements will be made to permit **the** arbitrator or **his** appointee to have access to the plant and to view disputed operations and to confer with the necessary witnesses.

7.17 The Union shall have the right to initiate a group grievance or a grievance of a general nature at Step No. 2 of the grievance procedure.

ARTICLE 8 - NO STRIKES OR LOCK-OUTS

8.01 In view of the orderly procedure established herein for the disposition of the employees' complaints and grievances, the Company agrees that it will not cause or

direct any lock-outs of its employees for the duration of the agreement, **and** the Union agrees that there will be no strikes or other collective action which will stop or interfere with production for the duration of the agreement.

ARTICLE 9 - SENIORITY

9.01 The Company shall maintain seniority ~~lists~~ for all departments in the plant. Copies of such lists shall be posted for employee inspection. Copies shall also be provided to the Union. New lists shall be issued every six- (6) months. All employees shall promptly inform the Human Resource Department of any change of address, and/or telephone number.

9.02 (a) The seniority of each employee covered by this agreement shall be established after completing a probationary period of sixty (60) worked days. During the probationary period the employee may be released from employment at the discretion of the Company and shall have no recourse through the grievance or arbitration provisions of this agreement,

(b) In all cases, the seniority of an employee shall count from the date of last **hiring** upon completion of the above probationary period.

Effective date of ratification **where** employees **have the same** seniority date, ~~seniority~~ ranking shall be determined alphabetically by surname as of the date of hire.

(c) At the end of the initial thirty (30) working days of probation, the employee shall be entitled to receive statutory holiday pay should he be qualified in accordance with Article 20.01, **and** such other fringe benefits as would be applicable were *the total* probationary period only thirty (30) worked days.

(d) All probationary employees who have worked at least forty (40) days of their probationary period will be credited with these days for the purpose of acquiring seniority in the event that they are terminated **and** subsequently rehired within three (3) months of the date of such termination.

9.03 Seniority shall be maintained and accumulated during:

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

9.04 An employee shall lose his seniority standing and his name shall be removed from all seniority lists and shall be deemed terminated for any of the following reasons:

(a) If the employee voluntarily quits.

If the employee is discharged for just cause and is not reinstated in accordance with ~~the~~ provisions of the agreement.

(c) If the employee is laid off and fails to report for work within five (5) working days after he has been notified to do so by the Company by registered mail or other communication of such notice. The Union will be notified of this recall.

(d) If the employee overstays a leave of absence granted by the company without securing an extension of **such** leave.

(e) If the employee is absent from work without good and satisfactory reason for more than three (3) consecutive days without securing leave of absence.

9.05 If the employee has **been** absent for any reason, his name shall be maintained on the seniority list of his department for a period of time equal to his length of service **up** to a maximum period of thirty-six (36) months.

9.06 In the event of any termination of employment under 9.04, the Union President or the Union Vice-president will be notified of such terminations immediately.

ARTICLE 10 - TRANSFER OF EMPLOYEES

Temporary Transfers

10.01 The Company has the right to make temporary transfers for periods not exceeding thirty (30) calendar days without following the job posting procedure. The Chief Steward and the steward of the department will be given written notice of temporary transfers in excess of five (5) days.

Notwithstanding the above if a temporary transfer **arises** from a temporary absence of a duration longer than thirty (30) calendar days due to illness, **work-** related disability or authorized leave of absence, such temporary transfer shall be for the duration ~~of~~ the absence.

It is understood that when the employee whose absence had created the temporary **transfer returns to work**, all employees affected by his **absence** will return to **their** former positions.

If an employee is transferred from a machine or operation for which there is both work available and the machine is operable, then the employee so transferred will be paid at the rate **at which he** was working immediately prior to **the transfer or at the rate of** the **job** to which he is transferred whichever is the greater.

If an employee is transferred because there is no work available for his job or the machine is inoperable, then he will be paid at the rate of pay which is at the same "working days" progression as he had before the transfer, for the job to which he is transferred.

10.02 No transfers, other than temporary as in 10.01, shall be made without job posting procedure as in 11.01 being employed. If there are no suitable applicants, the Company shall select the employee(s) to be transferred having due regard to ability and seniority. Any claim of discriminatory transfer is a proper subject for grievance procedures.

10.03 The appointment or selection of employees for supervisory positions or for any position not subject to the provisions of this agreement, is not covered by the agreement, but if any employee on a seniority list is so transferred or appointed, and later is transferred back to a position which is covered by the agreement, his seniority date shall be the date he held at the time of the transfer less the amount of time of the transfer. During transfers to positions outside of the **scope** of the **bargaining unit**, seniority **shall** not accumulate. Effective from the coming into effect of this agreement employees appointed thereafter to positions outside the bargaining unit shall have no seniority standing after twelve (12) months if they are transferred back into the bargaining unit.

10.04 When an **employee such as a maintenance or toolroom employee** is directed to carry out work at a plant different from the one at which he is normally employed, he will be paid a mileage allowance of thirty (\$0.30) cents per kilometer for the use of his own vehicle. Greasy or **dirty** components or hazardous chemicals will be transported by company vehicles.

10.05 When an employee is temporarily transferred in accordance with Article 10.01 for a period of time in excess of five (5) consecutive days the employee, for the purpose only of establishing eligibility of overtime shall be deemed to have the group average of overtime hours and shall be offered overtime, after the first five (5) working days, in the position on that basis.

During the first five- (5) days of the temporary transfer, the employee so transferred is **stiff** entitled to overtime work in the position he was transferred from.

If the temporary **transfer** in excess of five (5) **days is made** because of a **known** absence due to sickness, accident, leave of absence the employee transferred into that position shall be entitled to overtime in the job he/she was transferred to from the first day of transfer.

During the transfer the employee will not be eligible for overtime in the classification he/she held prior to the transfer, subject to the above conditions.

ARTICLE 11 - JOBPOSTING

11.01 Vacancies of more than one (1) month's duration and newly created positions **will** be posted for five (5) full working days on bulletin boards provided for Union purposes.

Employees may apply, in writing, for posted vacancies within the said five (5) days. The Company has the right to fill such vacancies temporarily during the five- (5) day period and permanently thereafter if no applications are received.

The President or Chief Steward shall be notified, in writing, of probationary employees entering the Plant.

Vacancies and newly created positions may arise from any of the following: employees who retire, quit, are fired or die, or the installation of additional equipment.

Only the original vacancy and the vacancy resulting from the **filling** of the original vacancy shall be posted. Employees bidding on postings will not be allowed to withdraw their application after the posting is awarded.

11.02 (a) To select the most suitable applicant, the *Company* shall, in consultation **with** the Union Committee consisting of the Local President, the Steward of the department concerned, and one other member, consider the seniority, skill and ability.

(b) **In** the considerations to select the most suitable applicant to a job posting, any additional qualifications an employee may have acquired as the direct result of filling temporary vacancies **will** not be taken into account.

(c) Employees who do not fulfill the requirements of the job **within** the established training period will be returned to their original position. Any employee occupying a position as a result of the original posting **will** also revert to their former positions. Any vacancy caused by the **original** reversion shall be offered to the next qualified applicant from the original posting.

11.03 If agreement has not been reached, further discussions shall then take place between the General Manager or his designate, Manufacturing Manager, and this Union Committee. The Company may select the employee(s) to be transferred having due regard to ability and seniority. Any transfer will be proper subject for grievance procedure.

11.04 Among applicants of approximately equal skill and ability, seniority shall govern. Successful and non-successful applicants shall be notified within five (5) working days from the expiry date of the posting. The Company will advise the President of the Union of the names of all **applicants and** the name of the successful applicant.

11.05 An employee who has successfully applied for a vacancy shall not apply for another vacancy for a period of twelve (12) months unless the job, which he obtained, terminates or the employee is not assigned to the position he/she was awarded within six (6) months from the date of the award

11.06 No employee shall have the right to apply for a job, the classification of which carries a rate of pay lower than that which he presently occupies. All applications shall be for equally rated or higher rated jobs. This will not apply to employees where age or health is a factor.

11.07 When vacancies are posted the classification, pay rate and number of available positions will be clearly indicated.

11.08 Employees transferred (not on a temporary basis) to a higher occupational group shall be placed in a pay category equal to that which he leaves or failing that, into the next higher category. From there, he will follow normal progression.

ARTICLE 12 - LEAVE OF ABSENCE

12.01 (a) The Company will grant leave of absence to an employee for a stated period, retroactive or otherwise, for legitimate reasons including illness, accident, or to transact personal business. Extension of leave of absence for legitimate reasons will be granted on mutual agreement of the Company and the Union.

It is understood that for the purpose of preparation for negotiations, reasonable time will be permitted the Negotiating Committee for such purpose. The Union agrees to give reasonable notice of its requirements to the Company.

(b) Seniority will accumulate ~~during~~ any period of leave of absence with permission.

12.02 An employee who has been elected or appointed by the Union to attend Conventions or Conferences shall be granted a leave of absence without pay for this purpose. The Union will inform the Company of the names of the delegates.

12.03 The Company shall grant an employee a leave of absence for a stated period not to exceed two (2) years to enable him to work in an official capacity for the Local or International Union. The employee must request this leave in writing, and the union must approve it. Seniority will be maintained and accumulated during such leave of absence.

12.04 A request for leaves of absence must be made in writing as follows:

(a) Where the request is for one (1) day of leave, the request must be received by the Company at least two (2) work days before the date of the leave; and

(b) Where the request is for more than one (1) day of leave, the request must be received by the Company at least five (5) calendar days before the date of leave.

(c) All Union related leave requests must be approved by the local president or his designate, in writing.

12.05 Leaves of absence without pay will not affect any employee's seniority rights when used for the purpose granted provided he returns to work at the **expiry** of his leave.

ARTICLE 13 - LAY-OFFS

13.01 In the event of a lay-off, all probationary employees, except those occupying positions in the skilled trade's classifications set out in schedule "A", will be laid off before employees with seniority.

Probationary employees who occupy skilled trade positions as identified above, will not perform work outside of the skilled trades classifications while employees with seniority are on lay off.

A layoff of employees with seniority will be made on the basis of seniority lists, provided that the employees who are entitled to remain on the basis of seniority are willing and qualified to do the work, which is available. Recall of employees who have been laid off will be made on the same basis.

In the event it **does** become necessary to **reduce** the work force in a **department and** an employee is to be laid off, the employee may, if he so wishes, take the position of the most junior employee in either Group 2 (Secondary Operations) or in Group 3 & 4 (Service Operations).

Prior to an employee in the primary operations having to **exercise his** seniority in accordance with the above procedure, he may first exercise his seniority to take the position of the most junior employee in the Primary Operations (who is in a lower rated group) provided the employee has the ability and qualifications, after a brief familiarization period to perform the work of such position.

Any employee with seniority who is laid off will have the right to displace any student engaged during the school vacation period providing he notifies the Company he wishes to do so within forty-eight (48) hours of receiving notice of lay-off. This shall not apply to students engaged to perform weekend work. Nothing here in shall result in students becoming **part** of the bargaining unit or the work, which is performed, by such students being considered jobs covered by the Collective Agreement.

Lay-off Notice

13.02 In the event of a lay off, the Company undertakes to provide no less than three (3) shifts notice to employees affected, for a lay off of five (5) or more days and not less than one full ~~shift~~ notice to employees affected, for a lay ~~off~~ of less ~~than~~ five (5) days.

ARTICLE 14 - SAFETY AND HEALTH

14.01 The Company and the Union agree that they mutually desire to maintain high standards of safety and health in the plant in order to prevent industrial injury and illness.

14.02 The Company shall make reasonable provisions for the safety and health of the employees during the hours of their employment. Protective devices and other equipment deemed necessary to protect employees properly from injury shall be supplied by the Company. The Company shall supply safety equipment as deemed necessary by the Occupational Health and Safety Act.

14.03 (a) The Company will provide one (1) pair of standard safety glasses with side-shields to each employee including those wearing contact lenses.

(b) For those employees who require prescription safety glasses, the Company, in lieu of providing the glasses referred to above, will pay effective October 20th, 2005 - one hundred and forty dollars (\$240.00) once every twenty-four (24) months toward the cost of standard prescription safety glasses with fixed side-shields.

Effective June 1, 2007 this amount will increase to one hundred and fifty dollars (\$150.00) once every twenty-four (24) months for prescription safety glasses with fixed side-shields.

This will apply to employees who have completed their probationary period.

(c) During an employee's probationary period, the Company will provide the employee with a pair of safety plastic goggles to be worn by the employee, if necessary, over the employee's own prescription glasses.

14.04 (a) The Company will replace free of charge the standard safety glasses referred to in 14.03 (a) above when damaged by fair wear and tear.

(b) When prescription safety lenses need replacement due to fair wear and tear, the Company shall pay one hundred percent (100%) of the cost of adding the safety feature to the lenses.

c) When either of the above replacements are required due to carelessness, negligence, or wilful damage, the full replacement cost will be the responsibility of the employee.

NOTE: In view of the joint concern of the parties with respect to eye injuries and in an effort to reduce the risk of such injuries it is agreed that all employees must wear the eye protection referred to in 14.03 (a), (b), or (c) above while in the plant areas.

14.05 The Company will provide coveralls as necessary for maintenance mechanics and maintenance welders. A pool of coveralls will be provided for others who are occasionally required to do dirty work.

14.06 SAFETY FOOTWEAR: The Company will reimburse all employees other than probationary employees towards the cost of approved safety footwear with proof of purchase the following amounts:

Effective October 20th, 2005 and for the duration of the contract - one hundred and thirty dollars (\$130.00) per contract year (June 1 - May 31)

For re-imbusement allowance **purposes combined** receipts for *footwear* towards the maximum allowance **will** be accepted provided the receipts are submitted within the contract year in which they are purchased.

This will also apply to new employees upon completion of their probationary period. However, no employee will be entitled to receive this allowance more than once in either contract year.

The outside forklift operator, and the outside truck driver, **will** be entitled to one (1) pair of insulated safety footwear once every twenty-four (24) months to a maximum of one hundred and sixty dollars (\$160.00).

Labourers who perform outside duties during the winter months will be entitled to one pair of insulated safety footwear to a maximum of one hundred and sixty dollars (\$160.00) during the lifetime of the contract.

It is understood **that** all employees shall be required to wear such safety footwear as a condition of employment and continued employment with the Company.

ARTICLE 15 - SOCIAL WELFARE PROVISIONS

15.00 The Company agrees to **pay** one hundred percent (100%) of the premium for a Group Insurance Plan, which provides the following benefits for employees with seniority, in accordance with the rules and regulations of the carrier:

& D. In the amount of thirty-six thousand dollars (**\$36,000.00**) effective October 20th, 2005.

Effective June 1, 2006 the principal sum above will rise to thirty-eight thousand dollars (\$38,000.00).

Effective June 1, 2007 the principal sum above will rise to forty thousand dollars (\$40,000.00).

Dependent Life Insurance

Spouse Life Insurance will be as follows:

Effective October 20th, 2005 - **Three** thousand five hundred dollars (\$3,500.00)

June 1st, 2006 - Four thousand dollars (\$4,000.00)

June 1st, 2007 - Five thousand dollars (\$5,000.00)

Each Dependant Child effective October 20th, 2005 and for the duration of the contract - Two thousand dollars (\$2,000.00)

Dependant child must be 24 hours to 21 years of age.

(b) **All** employees with ten (10) years or more continuous service immediately before retirement and who retire after October 23rd, 2001 will receive a life insurance policy of two thousand five hundred dollars (\$2,500.00).

(c) **WEEKLY INDEMNITY** - Effective October 20th, 2005, and for the duration of the contract the benefit shall be equal to **66 2/3%** of gross weekly wages up to a maximum of six hundred and fifty dollars (**\$650.00**) per week or the U.I.C. applicable maximum if higher than six hundred and fifty dollars (\$650.00) per week.

Benefits will be payable **from** the first day if admitted to hospital [i.e., an admission in excess of eighteen (18) hours] or if having outpatient surgery, fourth day non-occupational sickness or accident for a period not exceeding twenty-six (26) weeks and will be taxed at source.

The Union, on behalf of the bargaining unit employees, accepts this and other benefits as a full and complete settlement of the company's obligation in respect of all and/or any amounts required by the Unemployment Insurance Act to be paid to or for the benefit of employees as a consequence of the reduction of any insurance premiums, and discharges the Company of the related obligations contained in the Legislation.

(d) O.H.I.P. coverage for an employee or an employee with dependent family.

(e) **MAJOR MEDICAL:** The overall maximum benefit payable during the lifetime of each employee or insured member of the employee's family effective October 20th, 2005 is twenty-seven thousand five hundred dollars (\$27,500.00). However, up to six thousand five hundred dollars (\$6,500.00) of this maximum is automatically reinstated at the beginning of each calendar year.

Effective June 1st, 2006 the overall maximum benefit payable and reinstatement during the lifetime of each **employee or** insured member of the employee's family **will** increase to twenty-eight thousand dollars (\$28,000.00). Up to seven thousand dollars (\$7,000.00) of this maximum is automatically reinstated at the beginning of each calendar year.

Effective June 1st, 2007 the overall maximum benefit payable and reinstatement during the lifetime of each employee or **insured** member of the employee's family will increase to twenty-eight thousand five hundred dollars (\$28,500.00). Up to seven thousand five hundred dollars (\$7,500.00) of this maximum is automatically reinstated at the beginning of each calendar year.

(i) **SEMI-PRIVATE** hospital accommodation

(ii) **EXTENDED HEALTH CARE**, including the difference in costs between semi-private and private hospital room (see Benefits Booklet)

(iii) **DRUG PLAN:** One Dollar (**\$1.00**) deductible per prescription card plan. Generic Drugs definition.

(f) **DENTAL PLAN** - The present Dental Care Plan will continue based on current O.D.A. Schedule for each year of the Collective Agreement in accordance with the provisions of the Company's Dental Plan.

Effective, October 4th, 1995, Orthodontic Coverage **will** be added to the plan (children coverage only to age 21).

* Co-insurance: 50%

Lifetime maximum fifteen hundred dollars (\$1,500.00) per child.

(g) **LONG TERM DISABILITY** - Effective October 20th, 2005 all eligible employees who are effectively at work (not disabled) on that date, will be provided with a LTD plan as follows:

- A monthly benefit of one thousand dollars (\$1,000.00) payable to the earlier of death, retirement or recovery.
- Effective June 1st, 2006 all eligible employees, who are effectively at work (not disabled) on that date, will be provided with a monthly benefit of one thousand and fifty dollars (\$1050.00) payable to the earlier of death, retirement or recovery.

- Effective June 1st, 2007 all eligible employees who are effectively at work (not disabled on that date, will be provided with a monthly benefit of one thousand one hundred dollars (\$1,100.00) payable to the earlier of death, retirement or recovery.
- Benefit Waiting Period: forty-one (41) weeks or twenty-six (26) weeks if the employee is not eligible to receive UIC Disability Benefits after the first twenty-six (26) weeks.
- Maintenance of benefits to continue as per article 15.03 of the Collective Agreement.
- Article 9.05 of the Collective Agreement shall apply, however, the LTD benefit will continue as out-lined above.
- **NOTE:** Definition of Total disability shall be in accordance with the rules and regulation of the Insurance Carrier.

(h) VISION CARE: Effective October 20th, 2005 the Vision Care benefit for all employees and their eligible dependants, will provide a refund of two hundred and ten dollars (\$210.00) maximum for the purchase of prescription contact lenses and eye-glasses (lenses and frames) per individual, in any 2 year period.

Effective June 1st, 2006 the Vision Care benefit shall increase to two hundred and twenty dollars (\$220.00) per individual, per twenty-four months (24)

Effective June 1st, 2007 the Vision Care benefit shall increase to two hundred and thirty dollars (\$230.00) per individual, per twenty-four months (24).

(i) When an employee is laid off, benefit premiums shall be continued for the month of lay-off and one (1) additional month thereafter.

(j) Should the Company or benefit carrier require a Dr.'s note the Company shall effective October 20th, 2005 and for the duration of the contract reimburse the employee for the cost thereof to a maximum of twenty five dollars (\$25.00) per occasion and one hundred dollars (\$100.00) per year upon submission of receipts.

15.02 The Company further agrees that the afore-mentioned commitment shall also apply to any plan of any carrier who may be assigned as the underwriter. Should the Company change carriers, negotiated benefits outlined herein shall not be reduced in any way.

15.03 In all cases of absence from work due to sickness or accident, an employee who is in receipt of weekly indemnity payments, or Workplace Safety & Insurance payments, will have made on his behalf by the Company a further twelve (12) monthly payments for

maintenance of the following benefits - Life Insurance, Sickness and Accident and Ontario Health Insurance Plan and Extended Health Benefit Plan and Drug Plan.

An employee who is in receipt of LTD benefits will have made on his behalf by the Company up to a further ~~twenty-four~~ **(24)** months, monthly payments for maintenance of the following benefits - medical benefits, Extended Health Benefit Plan and Dental Benefits.

The above will be limited to one occasion per calendar year. Moreover, the employee must have worked twenty (20) continuous scheduled working days after his return to work before being eligible for further payments in accordance with clause 15.03. Any employee may request coverage to be continued beyond the above stated periods by agreeing to pay monthly to the Company the required premiums.

15.04 PENSION PLAN:

(a) The non-contributory pension plan, which was in effect in 1976, was and remains frozen. The Company undertakes to continue its contributions to this plan in order to fund the payment of the vested pensions.

(b) In place of the above plan the Company introduced, in 1976, an employee contributory plan in which the employees contributed four ~~(4%)~~ percent of earnings and the Company contributed the amount required to provide a pension for employees at age 65 equal to thirty (30%) percent of the employees contributions made prior to July 1, 1980, thirty-five (35%) percent of the employee contributions from July 1st 1980 to May 31st 1986 and forty (40%) percent of the employee contributions from June 1 1986.

In this plan, membership was mandatory after five (5) years of service and ~~thirty~~ **(30)** years ~~of~~ age and voluntary after two (2) years of service and twenty-five (25) years of age.

Employees are fully vested after ten (10) years of membership in the plan.

(c) Effective October 1st, 1989 a non-contributory benefit was introduced and such benefit formula applies to years of service ~~from~~ October 1st, 1984 retroactively. This benefit is subject to the specific terms and conditions set out in the official pension plan text, which governs this non-contributory pension plan.

The general pension benefit payable under the Refined Benefit plan only for current employees hired prior to October 20th, 2005 is as follows:

Effective October 20th, 2005 the benefit for employees shall be forty-eight dollars (\$48.00) per month per year of credited service.

Effective June 1st, 2006 the benefit for employees shall increase to forty-nine dollars (\$49.00) per month per year of credited service.

Effective June 1st, 2007 the benefit for employees shall increase to fifty-one dollars (\$51.00) per month per year of credited service.

Past service to October 1st, 1984.

Early Retirement (on a window basis)

Effective October 20th, 2005 and for the duration of the contract the Early Retirement window to remain open until legal strike or lockout date.

Effective October 20th, 2005 and for the duration of this agreement unreduced pension benefits shall be payable to qualifying members who retire during this period as follows:

To qualify members must have:

- attained age sixty (60) and
- have at least twenty (20) years of credited service at the time of retirement

Qualifying members shall receive the following Bridge Benefit depending on their date of retirement:

Bridge Benefit - for years of credited service from October 1st, 1984 and after, benefit payments from unreduced early retirement date to age 65 - or death, if earlier:

Bridge Benefit Level - Effective October 20th, 2005 for those who retire after that date - Twenty-two (\$22.00) dollars per month per year of credited service from October 1st, 1984.

Effective June 1st, 2006 for those who retire after that date - Twenty-three (\$23.00) dollars per month per year of credited service from October 1st, 1984.

Effective June 1st, 2007 for those who retire after that date - Twenty-five (\$25.00) dollars per month per year of credited service from October 1st, 1984.

Benefits during early retirement period as follows:

The employer shall maintain the current drug plan applicable to active employees who take early retirement until such employees reach age 65 or death if earlier, subject to all applicable deductibles.

Employees retiring under the Bridge supplement shall not experience any reduction in their basic monthly benefits established under prior Pensions Plans.

(c) Retention Bonus - Effective October 20th, 2005 and for the duration of the contract for those employees ~~meeting~~ the 60/20 retirement provision for every full year (based on their anniversary date) worked past the age of 60 to the age of 65 - the Company will pay five thousand (\$5,000.00) dollars minus applicable taxes.

It is not the Companies intention now or in the future to require employees hired before the date of ratification of the 2005 - 2008 agreement to **become** a member of the defined contribution plan.

15.05 - DEFINED CONTRIBUTION PLAN

Employees hired after October 20th, 2005 will not participate in the non-contributory Company Pension Plan. All employees hired after October 20th, 2005 will participate in a defined contribution plan as follows:

<u>YEARS OF SERVICE</u>	<u>EMPLOYER BASIC</u>	<u>EMPLOYEE VOLUNTARY CONTRIBUTION</u>	<u>EMPLOYER MATCH</u>
0 - 5	2%*	—	—
5 - 10	2 %	2 %	2 %
10 - 15	2 %	3%	3 %
15 and more	2%	4%	4%

*All percentages apply to basic compensation payable to the employee, including supplemental hours, if any.

ARTICLE 16 - HOURS OF WORK AND OTHER WORKING CONDITIONS

16.01 The parties hereto have mutually agreed upon this schedule of hours of work for each department, conditions governing overtime work, and conditions governing reporting for work when work is not available.

16.02 This schedule is intended to provide a basis for calculating overtime and shall not be construed as a guarantee of work to any employee for such hours or any other hours.

16.03 The following are the starting and stopping times for the various departments in the plant but any changes in the starting and/or stopping time in any department or section of the plant will be put into effect **only** after consultation with the Union, except in cases of extreme emergency in which instance the meeting will take place at the earliest possible opportunity.

16.04 (a) One Shift Operation - 7:00 a.m. - 3:30 p.m. with half (1/2) an hour unpaid lunch break to be **taken** as scheduled.

(b) Two Shift Operation - 7:00 a.m. - 3:30 p.m.; 3:30 p.m. to 12:00 a.m. (midnight). On each of the above two shifts a half (1/2) an hour unpaid lunch break to be taken as scheduled.

(c) Three Shift Operations starting times shall be: 7:00 **am.**, 3:00 p.m., 11:00 p.m.

On the above continuous three-shift operation a paid twenty- (20) minute lunch period will be allowed - payment to be at the employee's basic hourly rate.

16.05 (a) It is agreed that all employees working on occupational classifications **requiring** more than one (1) shift per day will take their turns equally on all shifts on a schedule suitable to the department in which they work. Any exception to **this** rule can **only** be made by negotiating with the Company and the Union.

However, it has been agreed with **the Union** that a non-rotating third shift will be operated on the headers, boltmakers and roll threaders, Vacancies on this third shift will be posted in accordance with the provisions of the collective agreement and filled as so provided. Any vacancy not filled through the job posting procedure will be filled from outside sources.

The Company and Union hereby agree in the assignment of employees to **the** headers, boltmakers and roll threaders, that where reasonably practicable, the Company will assign the junior person to the non-rotating third shift on such machine assignments, having regard however for available skills and productivity. Both parties recognize that there **will** be occasions where assignment of the junior employee to the night shift will not be practical due to varying skills and abilities of the employees available, and the production schedules of the Company. The Company will endeavour to increase the cross

training of personnel where it is practical to do so, in an effort to minimize these situations.

Subject to the approval of the Company, where a senior employee working the first (1st) or second (2nd) shift wishes to work on the third shift, he shall seek a volunteer of comparable skill and ability from the third (3rd) shift. Should the two (2) employees agree to switch shifts, the period of the switched shifts must be mutually agreed to, in writing between the Union and the Company.

(b) The Company agrees that the President shall, notwithstanding anything to the contrary in this agreement, work the day shift.

16.06 An employee who is injured while at work and is sent home for the balance of the shift by his foreman shall be paid for the balance of this shift on which the injury occurred.

It is not the intent of the above provision to make the Company responsible for the payment of such time, which is compensated by the Workplace Safety and Insurance Board.

16.07 Employees who are scheduled and who report for work at the commencement of their regular turn, shall be paid, in the event no work for which they are scheduled is available, for four- (4) hours' work at the occupational rate of the occupations at which they were scheduled. At the discretion of the Company, the employees scheduled or notified to report may be assigned to other work for which they may be qualified in lieu of their being released. If any employee is assigned to work beyond the four- (4) hours, he shall be paid his regular job classification rate of pay. In case an employee does not work the four (4) hours, but is paid for same, the four (4) hours shall be considered allowed time and shall not be used in overtime calculations, but the fact that he is paid the four (4) hours shall not prevent him from working a full forty (40) hour week at regular rates of pay.

16.08 Employees who are scheduled and report and actually begin work on the job for which they were scheduled at the start of a turn and through no fault of their own work less than four (4) hours, shall be paid for a minimum of four (4) hours, at their occupational rate. If the employee works only part of these four- (4) hours, the unworked part shall be considered as allowed time and shall not be included in overtime calculations.

16.09 The provisions of paragraph 16.07 and 16.08 will not apply in the event that strikes, stop-pages in connection with labour disputes, fires, storms, floods, power or major mechanical failures interfere with work being provided.

16.10 **An** employee who has already left the premises of the Company after completion of his scheduled shift, and who is recalled to work shall be paid at the rate of time and one-half (1 1/2) his regular straight time hourly rate for all hours worked on recall up to the starting time of his scheduled shift, but in any event he shall be paid not less than two (2) hours at time and one-half (1 1/2) his straighttime hourly rate.

16.11 Employees reporting late for work will swipe the time clock and proceed immediately to their workstation. Deductions from pay for lateness will be made in six minute intervals; thus; **an** employee up to six minutes late will lose six minutes' pay. Between six and twelve minutes late, he will lose twelve minutes' pay, etcetera.

If an employee swipes out before the regular stopping time for his department, deductions from his working hours will be calculated and made.

It is understood that employees will no longer be required to swipe out at the lunch break provided the employee remains on Company premises during the break. Should the employee leave the premises at lunch break they must swipe out at the time clock

16.12 The Company agrees that certain privileges enjoyed by the employees in the past may be continued. **These** privileges are specifically:

(i) Three-minute wash-up periods before lunch, quitting time, on buzzer signal may be continued.

(ii) One ten-minute rest period will be arranged per shift.

(iii) Cold drink machines to be placed at convenient and suitable spots in the plant. Maintenance of these machines in these positions or any position by the Company depends entirely upon satisfactory conditions concerning their use by the employees. If this privilege is abused, it may mean a complete elimination of such equipment from the plant.

16.13 **The** Company agrees to replace tools broken or worn out in the service of the Company including verniers and micrometers, subject to the approval of the Supervisor concerned.

It is also understood that all employees are responsible for their tools.

16.14 In order to distribute in as fair a manner as possible the employment required by the Company's **annual** inventory taking, the Company **has agreed** to the following:

(a) The Union will be advised of those employees who, because of special skills or knowledge, will be so employed.

(b) From the remainder of the volunteers for this type of work from each department, ~~the~~ Company will select the number required by the Company. It is understood that the Company will from year to year rotate the names of all eligible employees on the list in order that all employees will have equal opportunity to perform this type of work.

(c) Employees who perform general inventory taking procedures **will** be paid at the rate of pay for the category of Sorter outlined in Wage Schedule "A". However, employees who perform inventory taking procedures in their regular work category shall be paid in that category.

ARTICLE 17 - OVERTIME

17.01 (a) *All* Shifts will be paid on a daily basis at time and one half (1½) of the employee's basic rate for all hours worked in excess of eight (8) hours per day.

17.02 Overtime will be paid for all work performed on Saturdays at the rate of one and one-half (1½) times the employees' regular hourly rate. Overtime will be paid for work performed on Sundays and Statutory Holidays at the rate of twice (2) the employee's regular hourly rate. Overtime will not be paid to employees on fixed shift jobs whose regular hours of work fall on such days. Fixed shift jobs are Watchmen, Firemen, Engineers, and Guards.

17.03 The shift which commences on a Statutory Holiday shall be overtime work. Such overtime work, if performed, shall be paid for at the rate of double time.

17.04 Overtime shall be on a voluntary basis except that if sufficient suitable volunteers for the work required are not available, employees who normally perform such work shall be required to work overtime as assigned by the Company. However, during the months of July and August overtime will be voluntary.

17.05 Whenever possible, the Company will give notice to employees affected of coming **overtime** work. ~~For~~ overtime to be scheduled on weekends, the Company will make every reasonable effort to advise the affected employees on or before the Wednesday of the week concerned.

17.06 Opportunities for overtime work will be distributed as equitably as possible amongst those employees normally performing *the* work. Where an

employee refuses overtime, it will be deemed worked for the purpose of equitable distribution.

More specifically:

(a) Overtime shall be distributed amongst those employees normally performing the work in the department to which they are regularly assigned. The Company shall endeavour to equalize such overtime amongst the employees concerned, after twenty (20) overtime hours have been worked by any one employee in any given department.

(b) Departmental overtime records shall be posted on a list and kept current. This list shall be visibly accessible to all employees at all times

(c) Such records will indicate hours worked and hours declined which will be deemed, for the purpose of distribution of overtime, as hours worked and will be recorded as such on the posted records mentioned in (b) above,

(d) When an employee returns from an absence of more than one (1) of his shifts, his overtime hours shall be deemed to the average of the department and/or group he returns to, regardless of his past overtime hours, for the purpose of further overtime assignments. This shall also apply to a temporary transfer(s). The average overtime of the department and/or group shall be calculated based on the deemed hours worked by the employees of that department and/or group, excluding the hours of the absentee and excluding the absentee.

(e) Employees asked to work overtime, outside of their department, will have those hours assigned to their total overtime hours worked.

17.07 The provisions of Clause 17.02 shall not apply when continuous three-shift, seven (7) day week working is scheduled on the heat treatment furnaces. In such cases the normal working week for this job category shall be considered as from 00.01 hours Monday to 23.59 hours Sunday. The heat treatment furnace employees will be paid 150% of their regular hourly rate for all hours worked on their first day off and 200% of their regular hourly rate for all hours worked on their second day off during any consecutive seven (7) days. A premium of one-dollar (\$1.00) per hour for all Saturday shifts and one-dollar and fifty cents (\$1.50) per hour for all Sunday shifts will be paid. This will be in addition to normal shift premium.

17.08 An employee who works more than two (2) hours of overtime in continuance, before or after his regular shift, shall be entitled to a meal allowance of four-dollars and fifty cents (\$4.50). An employee who works fourteen (14)

or more continuous hours shall be entitled to a further lunch allowance. The employee is responsible for submitting the claim through **his** foreman for lunch allowance.

ARTICLE 18 - VACATIONS

18.01 The parties hereto have mutually agreed upon the following schedule of vacation privileges which contains the conditions upon which employees shall take vacation with pay.

18.02 The purpose of this vacation plan is to promote goodwill by providing vacations with pay for wage earner employees in recognition of their regular and continuous service over a number of years, and to enable those employees to enjoy a period of rest.

18.03 Effective October 20th, 2005,

(a) Each employee who has completed three (3) years or more ~~of~~ continued service with the Company by June 30th of each year shall receive three (3) weeks' vacation with pay equivalent to 6.125% of his gross earnings.

(b) Each employee who has completed ten (10) years or more ~~of~~ continuous service with the Company by June 30th of each year shall receive four (4) weeks' vacation with pay equivalent to 8.33% of **his** gross earnings.

(c) Each employee who has completed eighteen (18) years or more of continued service with the Company by June 30th of each year shall receive five (5) weeks' vacation with pay equivalent to 10% of his gross earnings.

(d) Each employee who has completed twenty-four (24) years or more continued service with the Company by June 30th of each year shall receive five-(5) week's vacation with pay equivalent to 10.425% of his gross earnings.

(e) Each employee who has completed thirty (30) years or more of continuous service with the Company by June 30th of each year shall receive five- (5) weeks' vacation with pay equivalent to 12% of his gross earnings.

18.04 Employees with less service than that stated above shall receive vacation allowances in accordance with the Employment Standards Act of the Province of Ontario RSO 2000 **as amended**.

18.05 "Gross Earnings" throughout this vacation-with-pay plan is to be understood as meaning monies received for effort expended in the service of the

Company and shall not include vacation pay, or any bonuses which are not **earned** by effort - i.e., gratuities. Cost-of-living adjustments are included.

18.06 The Company shall post notice **of** annual shutdown on or before February **1st of that year offering employees the opportunity of** requesting, before March 1st of that year, the particular week or weeks' vacation to be outside the scheduled shutdown period. Management's response to these requests will be given before March 15th of that year. When conflicting requests are made, all of which cannot be granted because of production or other reasons, the steward of **the** department concerned, together with the chief steward, will recommend **an** appropriate solution. If they are **not** able to recommend a solution acceptable to all parties, a decision will be made by Management having due regard for seniority.

18.07 All employees, except the Maintenance Department, are expected to take their vacation time at the time **of** the Annual Shutdown period. The Company will determine after discussion and consultation with the Union when this shutdown will occur.

However, **such** shutdown shall be scheduled no earlier than July 1st **and** no later than **August 31st of any year and shall be for a maximum** (not more than) **three (3)** consecutive weeks.

When the Company determines that **work** is required during the vacation shutdown period such opportunities of work shall first be offered by order of **seniority to those employees who normally perform such work** within the employee's group. Should the Company not have enough volunteers from the employees who normally perform the work required, the Company shall then seek qualified volunteers by order of plant-wide seniority.

18.08 The vacation year shall be **deemed to be July 1st to June 30th, and each** annual entitlement shall be **taken** within this period. An employee shall be paid his vacation pay by direct deposit on the normal payday - Thursday of the week the vacation is taken (except in weeks where statutory holiday's occur).

18.09 Vacation time may be taken in whole or ½ **shift blocks** if **mutually agreed** by **the** employee and their supervisor; up to a maximum of forty **(40)** hours.

ARTICLE 19 - WAGE RATES AND RANGES OF WAGE RATES AND JOB CLASSIFICATIONS

19.01 Attached and forming part of this agreement are:

Schedule "A", being wage rates for non-incentive jobs.

19.02 New job rates and classifications will be determined by mutual consent by the parties. However, in the event that an agreement is not reached the rates and classifications as proposed by the Company, shall be put into effect. Such rates and classifications will be proper subject for grievance procedure.

19.03 SHIFT PREMIUM: The following premiums shall be paid to employees who work either of the under mentioned shifts:

(a) Afternoon shifts (3:00 p.m. To 11:00 p.m. OR 3:30 p.m. to 12:00 a.m. (midnight):

Effective June 1st, 2002 and for the duration of this agreement - ~~fifty-two~~ cents (\$0.52) per hour worked

(b) Night Shift (11:00 p.m. to 7:00 a.m.):

Effective October 20th, 2005 - sixty cents (\$0.60) per hour worked.

June 1st, 2006 - sixty-three cents (\$0.63) per hour worked

June 1st, 2007- sixty-five cents (\$0.65) per hour worked

(c) It is also agreed that the afternoon shift premium as outlined in 19.03 (a) above, will be paid for hours worked, after 3:30 p.m., to employees assigned to work in the shipping department outside of the standard day shift hours.

19.04 The afternoon and night shift differentials are separate items of pay and are not to be included in the rates for the purpose of calculating overtime.

19.05 Employees shall be paid by direct deposit into the financial institution of their choice. Payment will be made on a weekly basis and the pay will be available to employees on Thursday (except in weeks where statutory holiday's occur).

ARTICLE 20 - PAYMENT FOR STATUTORY HOLIDAYS

20.01 Subject to the following provisions, employees will be paid for the following holidays when no work is performed:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	One full day before Christmas Day
July First	Christmas Day
Civic Holiday	Boxing Day
	One full day before New Year's Day

The present two (2) floaters are to be taken, one on the Friday before the "Victoria Day Holiday", the second during the Christmas ~~Break~~ Period.

When "Civic Holiday" falls **during** the course of **the** plant annual shutdown, it will be transferred to the period between Christmas and **New Year's**.

When a holiday listed above is observed during **an** employee's vacation period, the vacation period shall be **extended** by one (1) **day** when **so** requested,

20.02 All employees on the Company roll **at** the occurrence of these holidays shall be paid **at their** straight **hourly rate** for the **number of hours** constituting a normal work day as listed in Clause 16.04 for each holiday concerned, after he **has worked** for the Company a total of thirty (30) working days.

20.03 Employees required to work on statutory holidays shall be paid at **the** rate of twice **their** regular hourly rate. This is in addition to the regular *statutory* holiday pay. (See 20.01 - 20.02).

20.04 To qualify for such statutory holiday pay including the premium referred to in 20.03, the employee must either:

(1) Be present **for his** full shift immediately preceding and succeeding the holiday; or

(2) If absent on either or both **of** these days, the absence **must** be due to **sickness** for which benefit **is** not payable, accident for which compensation is not payable, death in the immediate family, jury duty, lay-off not exceeding two (2) weeks prior **to** the holiday, or leave of absence not in excess of two (2) weeks duration, approved in writing and signed by **the Human Resource** Manager.

(3) Notwithstanding Clause 20.04 (1), an employee will be permitted lateness **at** the start **of** the preceding and succeeding **shifts totalling** not **more** than **thirty** (30) minutes before holiday pay is forfeited.

When more **than** one statutory holiday **is** taken at one period, for example, between Christmas and **New Year's**, a notice posted will define the qualifying

days. Failure to work all of one qualifying shift, or equivalent lateness will not result in the loss of more than two days statutory holiday pay.

Statutory holiday pay will not be paid to employees who have not worked in the twenty-six (26) weeks immediately preceding the statutory holiday.

ARTICLE 21 - BEREAVEMENT PAY

21.01 An employee shall be compensated at his regular hourly rate for a period not exceeding five (5) consecutive days absence from work due to the death of spouse, son or daughter (as legally defined). In the case of grandchildren, sister, brother, father, mother, father-in-law, mother-in-law three (3) consecutive days and in the case of the grandfather, grandmother, son-in-law and daughter-in-law, one (1) day, provided that the employee attends the funeral and the day or days required fall upon regularly scheduled working days of the employee. Not more than one (1) of the three (3) days referred to above may be the day after the funeral and this will be granted only where the funeral is so distant that the employee cannot reasonably be expected to be back at work for the day following the funeral.

ARTICLE 22 - JURY DUTY

22.01 In the event that an employee is called for jury duty or as a subpoenaed crown witness, he will on the following basis be compensated for this time by the Company.

The Company will pay the employee the difference between his earnings at his hourly rate for one (1) shift and the monies paid him by the Government for jury duty or witness duty. This compensation will be made for each day of jury duty or appearance as a subpoenaed crown witness.

ARTICLE 23 - COST-OF-LIVING

23.01 The wage schedule "A" incorporates the cost-of-living allowance accumulated to May 31st, 2005 on the following basis:

Date of ratification (October 20th, 2005) - thirty-six (\$0.36) cents incorporated into the basic wage rate.

May 31st, 2006 - thirty-six (\$0.36) cents incorporated into the basic wage rate.

May 31st, 2007 - thirty-six (\$0.36) cents incorporated into the basic wage rate before the general increase.

January 1st, 2008 - thirty-eight (\$0.38) cents incorporated into the basic wage rate.

C.O.L.A. to continue under present formula.

23.02 In addition to ~~the~~ wage rates of each employee and subject to the conditions set forth below, a cost-of-living allowance shall be paid to each employee upon hours worked in the week following publication of changes in the Consumer Price Index as now published by the Dominion Bureau of Statistics and herein after referred to as C.P.I. (1972 equals 100).

Adjustments in the cost of living allowance shall be made quarterly, as follows, using ~~the~~ C.P.I. for February 2005 (published in March 2005) as the base figure,

First Monday following June 20th, 2005 based upon May 2005 C.P.I.

First Monday following September 20th, 2005 based upon August 2005 C.P.I.

The above two- (2) adjustments to be paid for hours worked after October 20th, 2005.

First Monday following December 20th, 2005 based upon November 2005 C.P.I.

First Monday following March 20th, 2006 based upon February 2006 C.P.I.

First Monday following June 20th, 2006 based upon May 2006 C.P.I.

First Monday following September 20th, 2006 based upon August 2006 C.P.I.

~~First~~ Monday following December 20th, 2006 based upon November 2006 C.P.I.

First Monday following March 20th, 2007 based upon February 2007 C.P.I.

First Monday following June 20th, 2007 based upon May 2007 C.P.I.

First Monday following September 20th, 2007 based upon August 2007 C.P.I.

Fist Monday following December 20th, 2007 based upon November 2007 C.P.I.

First Monday following March 20th, 2008 based upon February 2008 C.P.I.

The **amount** of **the** cost-of-living adjustment which **shall** be effective for three month **quarterly** period shall be one cent (\$0.01) **per hour** for each zero **point** three zero (**0.30**) increase or decrease in the C.P.I.

The cost-of-living allowance will not be **used** in calculated overtime **pay** or bonus earnings.

No adjustment retroactive or otherwise shall be made due to any revisions which may later be made in any published Statistics C.P.I.

ARTICLE 24 - 'TERMINATION CLAUSE






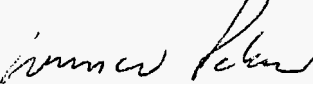


24.01 **This** agreement shall remain in effect until the **expiry** date, May 31st, 2008 **and** unless either **party gives** to the other **party** written notice of termination, or of a desire to amend **the** agreement, **then** it shall continue in effect for a further year without change, **and so** on from year to year thereafter.

24.02 Notice that amendments are required, or that either **party** intends to terminate the agreement may **only** be given within **ninety** (90) days prior to the above termination date.

24.03 If Notice of Amendment or termination is given by either party, the other **party agrees** to meet for **the** purpose of negotiations within ten (10) days after **the** giving **of** such notice or as arranged by the principals hereto. **Such** negotiations shall not continue beyond the **expiration date** of the agreement unless the **parties** mutually agree to extend the **period** of negotiations.

24.04 It is understood that during any negotiations following upon notice of termination or notice of amendment, either party may bring **forward** counter proposals arising out of, or related to, **the** original proposals.

DULY EXECUTED by the parties **hereto** the *9th* day of *Dec.* 2005.

FOR THE COMPANY	FOR THE UNION
 CHARLES R. BIRCH	 STEPHEN R. BANKS
 DOROTHY SMITH	 GARRY PORCHAK
	 RICK LAMPMAN
	 LARRY PARKER
	 WAYNE SCHNEIDER
	 PATTI RYAN

SCHEDULE "A" WAGE RATES

SKILLED TRADES

		OCT. 20, 2005	MAY 31, 2006	MAY 31, 2007	JAN 1, 2008
GROUP 1	ELECTRICIAN I TOOLMAKER 1	\$26.96	\$27.57	\$28.18	\$28.56
GROUP 2	LEFT TRUCK MECHANIC I	\$26.51	\$27.12	\$27.73	\$28.11
GROUP 3 A)	INDUSTRIAL MECHANIC I (MILLWRIGHT)	\$26.44	\$27.05	\$27.66	\$28.04
GROUP 3 B)	MACHINIST I CERTIFIED WELDER 1	\$26.29	\$26.90	\$27.51	\$27.89
GROUP 4	INDUSTRIAL MECHANIC II MAINTENANCE WELDER II MACHINIST II				
	START	60	120	180	240
	OCT. 20, 2005	\$23.19	\$24.03	\$24.28	\$24.63
	MAY 31, 2006	\$23.80	\$24.64	\$24.89	\$25.24
	MAY 31, 2007	\$24.41	\$25.25	\$25.50	\$25.85
	JAN 1, 2008	\$24.79	\$25.63	\$25.88	\$26.23

LEAD HAND \$0.50/HR. OVER CLASSIFICATION RATE

A lead hand is an employee assigned by the Company to perform duties with respect to ensuring the maintenance of established processes and procedures by demonstration, advice or direction but without the responsibility of disciplining employees.

GROUP 1 TO 3 – All require a Provincially recognized certificate of qualification in the trade as stated.

PRIMARY OPERATIONS

CLASSIFICATION
PRIMARY OPERATIONS

CLASSIFICATIONS		OCT. 20, 2005	MAY 31, 2006	MAY 31, 2007	JAN 1, 2008
GROUP 1	4 DE , 5 STN, M/C OPER. - OVER 5/8" DIA, H.&T. - 5 Die, 6 STN	\$26.90	\$27.51	\$28.12	\$28.50
GROUP 2	4 DIE, 5 STN M/C OPER. - 5/8" DIA, , & UNDER, H & T	\$26.29	\$26.90	\$27.51	\$27.89
GROUP 3	2 DIE, 3 BLOW H. & T. - 3 DIE, 4 STN, H. & T.	\$25.84	\$26.45	\$27.06	\$27.44
GROUP 4	2 DIE, 2 BLOW NT. & - 3DIE, B/M (1) SINGLE DIE - HEADER W/T	\$25.43	\$26.04	\$26.65	\$27.03
GROUP 5	SINGLE DIE HEADER NT	\$25.09	\$25.70	\$26.31	\$26.69

The Union understands the right of the Company to extend the practice of "one man-two machine" operations, Multiple machine operations shall be limited to 1/2" or smaller machines, Before making such extensions the Company agrees to discuss its proposal With the Union and seek the Union's input in order to achieve the most practical system for a safe, healthy and efficient operation, The Company and the Union further agree to discuss manpower requirements should the Implementation of "one man-two machine" operation result in the displacement of bargaining unit personnel. **The Company and the Union agree to co-operate with the respect to planning and achieving this objective.** An employee performing a multiple machine operation shall be paid at the next higher group for all hours so worked. This applies to "Primary Operations Only".

EG. Multiple Operations of Group 4 machines will be paid at Group 3.
 EG. Multiple operation of a machine from Group 4 and Group 3 will be paid at Group 2 level,

LEADHAND \$0.50/HR OVER GROUP 1

A lead hand is an employee assigned by the Company to perform duties with respect to ensuring the maintenance of established production processes and procedures by demonstration, advice or direction but without the responsibility of disciplining employees.

GROUP 6 - TRAINEE ON ANY OF THE ABOVE

	START	60	120	180	240	360
OCT 20, 2005	\$23.07		\$23.40		\$23.75	\$24.09
MAY 31, 2006	\$23.68		\$24.01	-	\$24.36	\$24.70
MAY 31, 2007	\$24.29	-	\$24.62	-	\$24.97	\$25.31
JAN 1, 2008	\$24.67		\$25.00	-	\$25.35	\$25.69

Top rate of the job concerned after a further ninety (95) working days (60 working days for Group 4-2 Die, 3 Blow NT and Gr. 5)

It is understood and agreed by both parties that all training periods apply as outlined in Schedule "A" of the Collective Agreement.

Trainee shall train with qualified operators for one hundred and twenty days unless all three including trainer, trainee and department supervisor agree that the trainee is capable of operating machine on their own.

However, it is also understood and agreed that when an employee is considered by his supervisor to have progressed to the next higher level, prior to completion of the required training period and production warrants it, he may be **paid the applicable hourly training rate.**

An employee in training may if he so desires, make any presentation, to his supervisor, that he believes is pertinent to his successful reclassification.

Training report should be put in within thirty days by Trainer, Trainee and Supervisor (monthly).

		OCT. 20, 2005	MAY 31, 2006	MAY 31, 2007	JAN 1, 2008
GROUP 1	NUTFORMER OPERATOR	\$26.02	\$26.63	\$27.24	\$27.62
TRAINING	AFTER WORKING DAYS				
	START	120	240	360	450
	OCT. 20, 2005	\$23.07	\$23.40	\$23.75	\$24.08
	MAY 31, 2006	\$23.68	\$24.01	\$24.36	\$24.69
	MAY 31, 2007	\$24.29	\$24.62	\$24.97	\$25.30
	JAN. 1, 2008	\$24.67	\$25.00	\$25.35	\$25.68

SECONDARY OPERATIONS

CLASSIFICATION

GROUP 1

- HEAT TREAT OPERATOR
- **CENTRELESS GRINDING**

	START	60	120	180
OCT. 20, 2005	\$22.00	\$23.23	\$23.60	\$24.09
MAY 31, 2006	\$23.27	\$23.84	\$24.21	\$24.70
MAY 31, 2007	\$23.88	\$24.45	\$24.82	\$25.31
JAN. 1, 2008	\$24.26	\$24.83	\$25.20	\$25.61

		OCT. 20, 2005	MAY 31, 2006	MAY 31, 2007	JAN. 1, 2008
	TAPPER OPERATOR/HARTFORD ROLL THREADER	\$24.09	\$24.70	\$25.31	\$25.69
TRAINING	AFTER WORKING DAYS				
	START	60	120	180	240
OCT. 20, 2005	\$22.39	\$22.71	\$23.15	\$23.40	\$23.75
MAY 31, 2006	\$23.00	\$23.32	\$23.76	\$24.01	\$24.36
MAY 31, 2007	\$23.61	\$23.93	\$24.37	\$24.62	\$24.97
JAN. 1, 2008	\$23.99	\$24.31	\$24.75	\$25.00	\$25.35

LEAD HAND \$0.50/HR. OVER CLASSIFICATION RATE

A lead hand is an employee assigned by the Company to perform duties with respect to ensuring the maintenance of established production processes and procedures by demonstration, advice or direction but without the responsibility of disciplining employees.

GROUP 2 -- (A) HAND FEED ROLL THREADER OPER.

	START	60	120	180
<i>OCT. 20 2005</i>	\$23.89	\$24.25	\$24.65	\$25.05
MAY 31, 2006	\$24.50	\$24.86	\$25.26	\$25.66
MAY 31, 2007	\$25.11	\$25.47	\$25.87	\$26.27
JAN 1, 2008	\$25.49	\$25.85	\$26.25	\$26.65

NUT

	START	60	120	180
OCT. 20, 2005	\$21.59	\$21.91	\$22.27	\$22.60
MAY 31, 2006	\$22.20	\$22.52	\$22.88	\$23.21
MAY 31, 2007	\$22.81	\$23.13	\$23.49	\$23.82
JAN 1, 2008	\$23.19	\$23.51	\$23.87	\$24.20

NOTE: During the period a Secondary Operations Group 2 Operator is required to operate two (2) machines, he shall be paid at his corresponding Secondary Operations Group 1 wage rate.

SERVICE OPERATIONS

CLASSIFICATION

	START	60	120	180
OCT. 20, 2005	\$22.65	\$23.14	\$23.60	\$23.68
MAY 31, 2006	\$23.26	\$23.75	\$24.21	\$24.29
MAY 31, 2007	\$23.87	\$24.36	\$24.82	\$24.90
JAN. 1, 2008	\$24.25	\$24.74	\$25.20	\$25.28

	START	60	120	180
OCT. 20, 2005	\$21.72	\$22.04	\$22.39	\$22.71
MAY 31, 2006	\$22.33	\$22.65	\$23.00	\$23.32
MAY 31, 2007	\$22.94	\$23.26	\$23.61	\$23.93
JAN. 1, 2008	\$23.32	\$23.64	\$23.99	\$24.31

	START	60	120	180
OCT. 20, 2005	\$21.45	\$21.78	\$22.11	\$22.60
MAY 31, 2006	\$22.06	\$22.39	\$22.72	\$23.21
MAY 31, 2007	\$22.67	\$23.00	\$23.33	\$23.82
JAN. 1, 2008	\$23.05	\$23.38	\$23.71	\$24.20

	START	60	120	180
OCT. 20, 2005	\$20.91	\$21.23	\$21.56	\$21.88
MAY 31, 2006	\$21.52	\$21.84	\$22.17	\$22.49
MAY 31, 2007	\$22.13	\$22.45	\$22.78	\$23.10
JAN. 1, 2008	\$22.51	\$22.83	\$23.16	\$23.48

LEAD HAND \$0.50/HR OVER CLASSIFICATION RATE

A **lead hand** is an employee assigned by the Company to perform duties with respect to ensuring the maintenance of established production processes and procedures by demonstration, advice or direction but without the responsibility of disciplining employees.

CHRISTMAS SCHEDULE

2005/2006/2007

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
WES - WORK Dec 18	WORK 19	WORK 20	WORK 21	WORK 22	H 23	WES - OFF 24
WES - OFF 25	H 26	H 27	H 28	H 29	H 30	WES - OFF 31
WES - OFF JAN 1/06	WORK 2	WORK 3	WORK 4	WORK 5	WORK 6	WES - WORK 7

2006

WORK 17	H 18	19	20	21	22	23
WES - OFF 24	H 25	H 26	H 27	H 28	H 29	WES - OFF 30
WES - OFF 31	H JAN. 1/07	WORK 2	WORK 3	WORK 4	WORK 5	WES - WORK 6

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
WES - WORK 16	WORK 17 22	WORK 18	WORK 19	WORK 20	WORK 21	WES - WORK 22
WES - WORK 23	H 24	H 25	H 26	H 27	UNPAID 28	WES - OFF 29
WES - OFF 30	H 31	a JAN. 1/08	WORK 2	WORK 3	WORK 4	WES - WORK 5

WES - WEEKEND SHIFTSCHEDULE

Letter of Understanding #. 1

BETWEEN INGERSOLL FASTENERS

Hereinafter called the "Company:

And

THE UNITED STEELWORKERS OF AMERICA,
LOCAL 3683

Hereinafter called the "Union"

RE TRAINING ALLOWANCE

The Company and the Union agree that, when an employee is selected by the Company to train an individual, that employee shall be paid a seventy-five cent (\$0.75) per hour **training** allowance **for** the duration of the time that he is **training** that individual. An employee, who is so selected, is not required to **train** an individual unless he/she agrees to.

Signed this 9th day of Dec. 2005.

FOR THE COMPANY

FOR THE UNION



CHARLES R. BIRCH



GARRY PORCHAK

LETTER OF UNDERSTANDING #. 2

BETWEEN INGERSOLL FASTENERS
Hereinafter called the "Company"

And

THE UNITED STEELWORKERS OF AMERICA
LOCAL 3683
Hereinafter called the "Union"

RE : TESTING FOR PRIMARY OPERATIONS VACANCIES

The parties agree that all employees who are **candidates** for vacancies in the position of primary operations must have mechanical aptitude.

Employees who hold, or have held the position(s) of primary operator shall not be required to take any testing for future job postings for **primary** operations.

The **parties** agree that it is appropriate to utilize relevant testing criteria to assess such aptitude **and** that such testing shall include the following elements:

1. Mechanical **reasoning**
2. Oral direction
3. Light industrial skills
4. Problem solving
5. **Blueprint reading**

The parties shall consult with a view to ensuring the relevance and reliability of any tests ~~designed to evaluate these criteria and the appropriateness of benchmarks in each element~~ prior to such tests being administered.

It is **agreed that the marks** achieved by all candidates on such test shall be given in confidence to the President of the local. A candidate who fails to pass such test shall not be precluded from taking another test on subsequent postings.

Signed this *gh* ^{*pc*} day of 2005.

FOR THE COMPANY

FOR THE UNION



CHARLES R. BIRCH



GARRY PORCHAK

LETTER OF UNDERSTANDING #3

BETWEEN INGERSOLL FASTENER
Hereinafter called the "Company"

And

THE UNITED STEEL WORKERS OF AMERICA
LOCAL 3683
Hereinafter called the "Union"

RE: OCCUPATIONAL, HEALTH AND SAFETY ACT

During the course of collective bargaining in 1998, the **Union** expressed its concern that the provisions of sections 43 (3) and 50(1) of the Occupational Health and Safety Act might be amended to the detriment of employees in the bargaining unit.

~~In the event that this occurs during the currency of this agreement the Company will, on request, meet with the Union to discuss the implications of such amendments with the objective of maintaining the co-operative effort the parties have made to protect the health and safety of the Company's employees.~~

Signed this 9th day of Dec. 2005.

FOR THE COMPANY

FOR THE UNION



CHARLES R. BIRCH



GARRY PORCHAK

LETTER OF UNDERSTANDING #4

BETWEEN INGERSOLL FASTENERS
Hereinafter called the "Company"

And

THE UNITED STEELWORKERS OF AMERICA
LOCAL 3683
Hereinafter called the "Union"

RE: EARLY AND SAFE RETURN TO WORK

The purpose of the Early and Safe Return to Work (ESRTW) letter of understanding is where reasonably possible, to accommodate employees who have been ill, injured or have sustained permanent disability, to enable their early and safe return to work. This approach is jointly endorsed by the Union and the Company and it is the parties intent to create a helpful and supportive environment for the successful return to work of the employee.

Signed this 9th day of December 2005.

FOR THE COMPANY

FOR THE UNION


CHARLES R. BIRCH


GARRY PORCHAK

LETTER OF UNDERSTANDING # 5

BETWEEN INGERSOLL FASTENERS
“Hereinafter called the Company”

And

THE UNITED STEELWORKERS OF AMERICA LOCAL 3683
“Hereinafter called the Union”

Weekend Shift Worker

1. *This* schedule will consist of (2) twelve- hour **shifts** on the weekend.
This 2 shift assignment will rotate every **two** weeks.

The **first** scheduled shift will commence Friday at 11:00 p.m. – Saturday 11:00 a.m.,
Saturday at 11:00 p.m. – Sunday at 11:00 a.m.

The second scheduled shift will commence Saturday/Sunday at 11:00 a.m. – 11:00 p.m.
On each of the above shifts a 20-minute paid lunch and (2) 15 minute paid breaks will be
allowed. Payment to be **at the** employees premium hourly rate.

2. The weekend **shift** employees will be paid 20 hours for 12 hours worked. The
weekend shift will receive a premium rate of regular pay $\times 1.67 \times$ **hours worked.**
Article 17.02 will not be applicable to WES as per the above rate.
3. Employees working the day/afternoon shift will be entitled to 52 cents/hour **shift**
premium,

Employees working the afternoon/night shift will be entitled to 60 cents/hour shift premium.
4. The 3rd & 4th subsequent **shift worked by the WES** will be paid at the regular rate of **pay as**
provided in Schedule A, of time and one half. The 5th subsequent shift worked by the WES
will be paid at the rate of twice (2) the employees regular hourly rate.
5. **COLA / hour** (for the WES) payments **will** be based on the same formula of **COLA \times 1.67 \times**
hours worked.
6. In regards to articles 16.07 and 16.08 of the CBA when an employee is sent home due to
lack of work, etc. the employee will be paid 6 hours at the 1.67 premium rate.
7. Weekly Indemnity for the purpose of the WES will follow the same amount of hour's
requirements as the 5-day shift operations as per article 15.01 c) of **the Collective**
Bargaining Agreement.

8. In the regards to bereavement, **jury duty and subpoenaed crown witnesses**, payment shall be **applied on the basis of the premium rate and no payment shall be made for Monday to Friday.**

For the purpose of the WES in Article 21.01 where an employee would receive 3 consecutive days they shall receive 2 days at their premium rate, and for 1 day they will receive 1 day at their premium rate provided that the employee attends the funeral and day or days required fall upon regularly scheduled working days of the employee. Not more than one (1) of the three (3) days referred to above may be the day after the funeral **and this will be granted only where the funeral is so distant that the employee cannot reasonably be expected to be back at work for the day following the funeral.**

9. Where stated in the CBA "5 working days" will constitute 1 calendar week in regards to the WES. (i.e. 7.04, 7.15, 9.04c, 10.01.....)

10. For purposes of the probation period, Schedule A progression rates and training purposes, on the WES shift 60 worked days would be converted to 480 worked hours, etc.

11. 1 day vacation on the WES is comparable to 2.5 days vacation. 1/2 day vacation on the WE5 shift is comparable to 1.25 days vacation.


12. Statutory holidays for WES will be observed as per article 20.01 of the Collective Bargaining Agreement. The employees who qualify shall receive eight-(8) hours holiday pay at the Schedule A rate without additional time off.

13. **The company and the Union shall meet should any problems or changes arise.**

14. In the event of layoffs of any classifications working the WES, the WES will be the first shift affected.

Signed this 9th day of December - 2005

FOR THE COMPANY:


CHARLES R. BIRCH

FOR THE UNION:


GARRY PORCHAK