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COLLECTIVE
AGREEMENT
2008 - 2012

BETWEEN

IMT PARTNERSHIP

(Hereinafter called – the “Company”)

A N D

UNITED STEELWORKERS

And

LOCAL 2918

(Hereinafter called – the “Union”)

01989(09)

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Revised June 14, 2008

2008-2012

COLLECTIVE AGREEMENT

Between:

IMT PARTNERSHIP,

a Company existing pursuant to the laws of Canada (hereinafter called "the Company").

- of the first part

And:

the **United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union (United Steelworkers)** on behalf of **Local 2918** (hereinafter called "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

2.01 The Company recognizes the Union as the sole and exclusive bargaining agency for all of its employees save and except salaried employees, time-keepers, supervisors, and those employed in a confidential capacity.

It is understood that all such employees are not subject to the provisions of the 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. No less than 30 days prior to contracting out, the Company agrees to consult with the Union. The Company will not wilfully abuse this provision.

2.04 The Company will supply the Union with a list of supervisors and other persons of authority, and will indicate the appropriate job titles, the nature and extent of their authority, every time a change has been made.

2.05 The Union agrees to keep the Company supplied with an up-to-date list of the names of the members of the Negotiating Committee, the Grievance Committee, Shop Stewards, and other committees which may from time to time be authorized to have formal relations with the Company.

2.06 The Company will pay 100% of the cost of printing 300 Collective Agreement booklets. The Collective Agreements are to be given to the Union for distribution.

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 the Union's Constitution.

3.02 All dues, initiation fees and assessments shall be remitted to the Union forthwith and in any event no later than fifteen (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, 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 at 119 Exeter Road, Unit 'K', London, Ontario N6L 1A4.

3.03 The remittance and Form R-115 shall be accompanied by a statement containing the following information:

- a) A list of the names of all employees from whom dues were deducted and the amount of the dues deducted.
- b) A list of the names of all employees from whom no deductions have been made and reasons.
- c) 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.

3.04 The Union shall indemnify and save the Company harmless against all claims or other forms of liability that may arise out of any action taken by the Company in compliance with this Article.

3.05 When preparing T-4 slips for the employees, the Company will enter the amount of Union dues paid by the employee during the previous year.

3.06 The Company will collect a one time initiation fee levied by the Union following completion of the probationary period.

3.07 The Company will provide an orientation training program, with the participation of the Union, for all new employees and those employees returning to the workplace from an absence of more than one (1) year.

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, national origin, handicap (as defined under the Ontario Human Rights Code), Union membership or Union activity. Reference throughout this Agreement to the male gender shall also include the female gender. It is understood and agreed to by both parties that permission for Union activity on Company premises will be requested from the Company by a Union representative and that this permission will not be unreasonably and/or unjustly withheld.

ARTICLE 5 - RESERVATION OF MANAGEMENT RIGHTS

5.01 Subject to the terms of this Agreement, the Company reserves the right to maintain order, discipline, and efficiency, and to classify, provided such classification is consistent with the terms of this Collective Agreement, also to promote, demote, and transfer employees, and discipline and discharge

employees for just cause.

5.02 The Company further reserves to itself the undisputed right to operate and manage its business in all respects subject to its obligations herein, and to make and alter from time to time, just and reasonable rules and regulations to be observed by the employees, which rules and regulations shall not be inconsistent with the provisions of this Agreement.

ARTICLE 6 - COMMITTEES

6.01 The Company acknowledges the right of the Union to appoint a Negotiating Committee, a Grievance Committee, a Health and Safety Committee, and any additional Committees. The Negotiating Committee shall be the President/Unit Chair and four other members appointed by the Union from within the Company.

The Grievance Committee shall be the President, Chief Steward, One Steward and one member 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.

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 the Agreement at the proper time.

6.03 The Union acknowledges that members of the above Committees 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 supervisor (such permission will not be unreasonably withheld), and when resuming their regular duties after being engaged in duties on behalf of the Union, they will report to their 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 above Committees will not absent themselves from their regular duties unreasonably in order to deal with the matters relevant to their

respective Committee, and that in accordance with this understanding; the Company will compensate such employees for time spent in dealing with employees' grievances and during negotiations during regular working hours. The Company will schedule all grievance meetings during regular working hours. Payment for the Negotiating Committee will be lost wages of Base Rate plus C.O.L.A. to a maximum of eight (8) hours per day while meeting with the Company. The Company reserves the right to withhold payment if the Committee person does not conform to the accepted practice when dealing with the grievances or if any unreasonable or abnormal amount of time is consumed in dealing with such matters.

6.05 The President of the Local shall be assigned to day shift.

ARTICLE 7 - GRIEVANCE PROCEDURE

7.01 Step No.1: Any employee having a grievance shall, within the period of one calendar week from the date of his first opportunity of being aware of its occurrence, submit the matter in writing to his immediate supervisor, accompanied by his departmental steward. The Steward will counter-sign the grievance. The supervisor shall render his written decision within three (3) working days thereafter. The Company and the Union agree that it is the policy and desire of both parties to resolve all grievances at this level.

7.02 Step No. 2: Failing settlement, the matter may then be referred within three (3) working days of receipt of the supervisor's decision to the Vice-president of Manufacturing who shall render his written decision within three (3) working days thereafter.

7.03 Step No. 3: Failing settlement, the grievance may then be appealed within three (3) working days of receipt of the Vice President of Manufacturing's decision to a meeting between the Grievance Committee and Management Representatives 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:

7.04 Within ten (10) 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 ten (10) working 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 twenty (20) working days from the commencement of this procedure, they may then request the Minister of Labour for the Province of Ontario to appoint an arbitrator.

7.05 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.

7.06 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.

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

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

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

7.10 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.

7.11 A claim by an employee that he has been discharged or suspended without just cause will be treated as a grievance if a written statement of the grievance is lodged with the Human Resources Manager, within three (3) working days of the action being taken. All preliminary steps of the grievance procedure will be eliminated in such cases, and discussion of the grievance will commence at Step No. 3. The Company will advise the Local Union President, or in his absence the Chief Steward, in writing within twenty-four **(24)** hours in the regular work week of the action being taken.

7.12 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 referred to such a person.

7.13 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) working 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.

7.14 Warnings may be given verbally or in writing. However, where a verbal warning is given, confirmation that such action has been taken will be given in writing. All written warnings shall become null and void after a period of twelve (12) months from the date of issue.

7.15 At any stage of the grievance procedure to this Agreement, the grievor shall be in attendance providing that his attendance is requested by either party.

7.16 A policy grievance is defined as a grievance which could not otherwise be the subject of an individual grievance and may be filed in writing at the third (3rd) stage of the grievance procedure, signed by the Local President or, in his absence, an alternate.

7.17 The Company intends not to have employees serve their suspension or termination under the discipline of attendance and/or performance at work until such time as the grievance procedure is exhausted should it be pursued. Unless it can be reasonably shown that the continued presence of employees may endanger the physical welfare of the employee or other employees or the property of the Company or affect productivity or quality. Otherwise, a suspension will be served at the end of the requirements under 7.11, with no allowance for extensions.

ARTICLE 8 - NO STRIKES AND LOCKOUTS

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 lockout of its employees for the duration of this 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 this Agreement.

ARTICLE 9 - SENIORITY

9.01 Seniority of each employee covered by this Agreement shall be established after a probationary period of four hundred and eighty (480) actual hours worked. Overtime hours worked during the probationary period will not be counted in calculating seniority. During the probationary period, the employee may be released at the discretion of the Company which shall not be exercised in bad faith or in an arbitrary or discriminatory manner.

In all cases, seniority shall count from the date of employment. At the end of the initial two hundred and forty (240) actual hours worked of probation, such employees shall be entitled to statutory holidays and such other fringe benefits as would be applicable were the total probationary period only two hundred and forty (240) actual hours worked. Should an employee be terminated during his probationary period and rehired within six (6) months, then his previous probationary service will count towards his four hundred and eighty (480) actual hours worked qualifying period.

9.02 Seniority shall be maintained and accumulated during:

- (a) Absence due to lay-off.
- (b) Sickness or accident.
- (c) Authorized leave of absence.

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

- (a) If the employee voluntarily quits.
- (b) If the employee is discharged for just cause and is not reinstated in accordance with the provisions of this Agreement.

(c) If the employee is laid off and fails to report for work within ten (10) days after he has been notified to do so by the Company. The Union will be notified of this recall.

(d) The employee overstays the leave of absence granted by the Company without securing an extension of such leave unless unable to do so due to circumstances which, in the opinion of the Company; (such opinion not being unreasonable) prevented the employee from securing the extension.

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

9.04 If the employee has been on layoff, his name shall be maintained on the seniority list of the Company for a period based upon his length of service with the Company in accordance with the following schedule:

LENGTH OF SERVICE	RETENTION OF SENIORITY
Up to six (6) months	Six (6) months
Six (6) months to twelve (12) months	Equal to length of service
Over one (1) year, but less than ten (10) years	Equal to length of service up to a maximum of thirty-six (36) months
Over ten (10) years	Forty-eight (48) months

9.05 (a) A vacancy is a job opportunity (provided the job is still required) created by an employee being retired, fired, removed from his job for disciplinary reasons, quitting or death. A newly-created position is a job opportunity created by a new job classification, an increase in labour requirements or installation of additional equipment (not replacement equipment). Notwithstanding other provisions of this agreement, job opportunity applications will be available to all employees regardless of classification, that is, applications will be received from within the same classification. Notice will be given to the Union in advance if the Company foresees that a possible vacancy will not be required to be filled. Vacancies for positions of more than thirty (30) working days' duration and newly-created positions shall be posted plant-wide for three (3) working days on the special bulletin boards provided for Union purposes. In the event of a weekend shift the period of posting notices shall be extended over the weekend to allow the weekend shift employees the

opportunity to apply. An employee desiring the position must make application to Management within these three (3) working days. The Company has the right to fill such vacancies temporarily during the three-day period and permanently thereafter if no applications are received. Only the original vacancy and the vacancy resulting from the filling of the original vacancy shall be posted. The job posting will identify the machine with a notation of the operations, where applicable. Temporary vacancies due to long-term absence in excess of thirty (30) working days will be posted and filled temporarily until such time as the absent employee is able to return to his former job. All applications shall be in writing on a duplicate form supplied by the Company, one copy of which shall be given to the President of the Local at the time of the consultation as in 9.05 (b).

(b) To select the most suitable applicant for jobs in group 1-4, the Company shall on consultation with the Local President, chief steward or designate (Union Committee), consider the seniority, skill and ability of those who have applied. To select the most suitable applicant for jobs in group 5-8, seniority will govern. The Committee will meet no later than five (5) working days from the termination of the posting.

(c) If agreement has not been reached, further discussions shall then take place between the Vice-president of Manufacturing and this Union Committee.

(d) Among the applicants for jobs in group 1-4 who have the necessary skill and ability to do the job, seniority shall govern. Skill and ability does not necessarily imply previous experience on the work required. In the considerations to select the most suitable application to a permanent job posting, any additional qualifications an employee may have acquired as a direct result of filling temporary vacancies will not be taken into account.

(e) An employee who has successfully applied for a vacancy shall not apply for another vacancy for a period of eighteen (18) months (commencing on the date on which he is awarded the job) unless the job which he obtained terminates, or unless the job vacancy would result in higher wage classification placement or new technology with a greater skill base. A job shall be deemed terminated if:

(1) There is no future requirement.

(2) There is no requirement after three (3) months from completion of the job.

A job deemed terminated will be posted as a new job when work becomes available.

(9) An employee accepted on a job posting will be notified of his acceptance and rate of pay and placed on the job within ten (10) working days after the posting time terminates. The time period of ten (10) days for placement on the job may be extended by mutual consent. Notwithstanding other provisions of this Agreement, an employee who is accepted on the basis of a job posting and finds himself unable or found to be unable to perform the duties of the new job, will be returned to his former job within ten (10) working days. In such event, the Company and Committee will review the previous applications before re-posting the position one last time.

(g) The Union President shall be notified in writing of the successful applicant.

(h) While the job is vacant the Company has the right to fill it on a temporary basis.

(i) If a job posting is not filled, resulting in a new hire, the new hire will be subject to the terms of 9.05 (e).

9.06 If an employee is permanently removed from a job due to health reasons which have been verified by a medical practitioner, the position being vacated shall be posted. The employee who is removed from his job will be given the opportunity of other suitable work, if available. Further, an employee so removed will have the opportunity to re-apply for a job posting notwithstanding 9.05 (e).

9.07 When workload necessitates redeployment of employees from their normal work, the Company will ensure that those employees with more seniority will be given preference to remain on their normal work over those employees with less seniority. This clause will not apply to situations of three (3) working days or less duration.

9.08 The Company shall maintain a seniority list in the plant. Copies of the list shall be posted, and copies shall also be provided to the Union. The list shall be kept up to date. All employees shall promptly inform the Human Resources Department of any change of address and/or telephone number, as well as any change in marital or dependent status. All changes will be in writing on a form provided by the Company for this purpose. If an employee fails to provide current information, the Company will not be responsible for any failure to notify the employee as may be required, nor provide him with the appropriate benefit coverage. Upon date of ratification of this collective agreement, when employees are hired on the same day, alphabetical sequence of the last name shall be the factor used to determine seniority.

9.09 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 after sixty (60) days from the date of that transfer, he/she will not be eligible back into the bargaining unit. During transfers to positions outside the scope of the bargaining unit, seniority shall not accumulate.

9.10 The Local President is to have super seniority, as being the first to be recalled, the last to be laid off.

ARTICLE 10 - LAYOFF

10.01 (a) Lay-Off Notice- In the event of layoff, the employees affected will be advised of such layoffs as soon as possible; the minimum notice will be one (1) week, subject to the provision of Article 10.02.

(b) The Company will advise the Chief Steward or President of any pending layoffs as soon as the employees are notified.

(c) Employees not actively at work on the day of notice of layoff will be advised by telephone or mail to the last known address or telephone number.

10.02 In every case where employees are to be laid off, all probationary employees shall be laid off before any employee with any seniority on a Company-wide basis. This applies to all cases of layoff, except in the case of a temporary breakdown where the breakdown is deemed to be for not more than three (3) working days. (Breakdown – a machine breakdown at IMT Partnership.)

10.03 Layoffs of 4 weeks or less shall be done on a voluntary basis provided there are enough volunteers and provided that those employees remaining are willing and capable of performing the work. Thereafter a layoff of employees in Group 4 - 8 shall be made on the basis of the seniority list. A layoff of employees in Group 1 - 3 shall be made on the basis of the seniority list, provided that the employees who are entitled to remain on the basis of seniority are willing, and, after being instructed (this instruction period will be short and factual and is not to be considered as a training period) as to the details of the job concerned, can satisfactorily perform the work required.

10.04 When recalling employees who have been laid off, the recall will also be made on the basis of seniority as indicated in Clause 10.03. This does not apply to recalls of 4 weeks or less in duration.

ARTICLE 11 - LEAVE OF ABSENCE

11.01 (a) The Company may grant a leave of absence to an employee for a stated period, retroactive or otherwise, for legitimate reasons including illness, accident, or to transact personal business but excluding outside employment or self employment. Extension of leave of absence for legitimate reasons will be granted on mutual agreement of the Company and the Union. The approval or otherwise of a request for a leave of absence will not be unreasonably withheld and will be given in writing within one (1) week from the receipt of his written

request for such leave.

(b) Seniority will accumulate during any period of leave of absence with permission, except as noted in Clause 11.03.

11.02 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. It is agreed, however, that such leave will only be granted to one employee from any one classification and department at any one time. The Union will inform the Company of the names of the delegates.

11.03 The Company shall grant an employee a leave of absence for a stated period not to exceed three (3) years to enable him to work in an official capacity for the Local or International Union. The employee must request his leave in writing, and the Union must approve it. Seniority will be accumulated and pension service will be accredited during such leave of absence. The Union agrees to reimburse the Company the cost of premiums of the Social Welfare Benefit as stipulated in Article 13, and the cost of Pension Benefits as stipulated in Article 24, when an employee's absence is greater than one month. The Union shall reimburse the Company within one month of receiving an itemized account for the above benefits.

11.04 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. On failure to do so, the provisions of 9.03 (d) shall apply.

ARTICLE 12 - SAFETY AND HEALTH

12.01 (a) 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. In support of this commitment, the Company and the Union mutually agree to form a joint Health and Safety Committee that shall meet monthly to conduct work place inspections, identify hazardous conditions and make appropriate recommendations to the Company. All safety related information related to the above will be made available to said committee upon request. It is understood that all employees are required to wear safety footwear, approved eye protection and hearing protection as a condition of employment and continued employment with the

Company.

(b) A Joint Management/Union Safety Committee will be established consisting of not more than five members from each Management and Union. The Union members will be named by the Union. Monthly meetings will be held and at such other times as are deemed necessary. Attendance at meetings of such Committee shall be limited to not more than four **(4)** members from each party. Safety Committee members will be paid at their straight time hourly rate plus C.O.L.A. for all time spent on such safety committee meetings. An employee required to stay after his regular shift (8 hours) to attend a safety committee meeting shall be paid at time and one-half, plus cost of living allowance (C.O.L.A.) for such hours spent.

(c) In the case of an accident arising out of or in the course of employment which results in a medical aid or lost time injury, the Company agrees to provide the injured worker and Union with a copy of the Workers' form 7 (Employer's Report of Accidental Injury or Industrial Disease) and a copy of the return to work plan and any other prescribed information if any. The Company agrees to communicate with the employee and Union regarding the status of the employee's WSIB claim. This provision shall be deemed to be authorization of the individual employee to provide this information to the Union.

(d) In the event of an employee's absence due to sickness or injury and the employee has initiated a claim with the Workplace Safety and Insurance Board, said employee is eligible to apply for Weekly Indemnity benefits subject to the condition of the current Company's Insurance Plan. The Company further agrees that the aforementioned commitment shall also apply to any carrier who may be assigned as the underwriter. Benefit payments shall be reimbursed to the Company's Insurance Carrier directly by the Workplace Safety and Insurance Board when the employee secures Workplace Safety and Insurance Board Compensation benefits.

(e) It is further understood and mutually agreed upon that should an employee exercise his right to refuse or stop work as a result of health and safety concern, the Company will maintain a practice of no discipline for any employee who engages in a refusal of work in accordance with the provisions of the Occupational Health and Safety Act (1997) and its regulations or this Agreement.

12.02 The Company shall make reasonable provisions for the safety and health of its employees during the hours of their employment. Protective devices on plant equipment which are deemed necessary shall be provided by the Company. Protective equipment of a personal nature shall be made available to the employees either free-of-charge or at prices set by the Company which will, if possible, be below regular retail prices.

12.03 (a) The Company will provide one (1) pair of standard safety glasses with side-shields to each employee not requiring prescription safety glasses.

(b) For those employees who require industrial prescription safety glasses referred to in 12.03 (a) above, the Company will pay one hundred and fifty (\$150.00) dollars once each two (2) year period toward the cost of standard prescription safety glasses with side-shields, as provided by a qualified optometrist and upon presentation of a satisfactory receipt. 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 his own prescription glasses.

12.04 (a) The Company will replace, free-of-charge, the standard safety glasses referred to in 12.03 (a) above when damaged by fair wear and tear related to work.

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

12.05 The Company will pay to all employees, other than probationary employees, an amount up to one hundred and eighty dollars (\$180.00) toward the cost of certified safety footwear with metatarsals as required by Company policy, upon submission of a receipt of purchase. Probationary employees will receive the same sum upon completion of their probationary period and submission of a receipt of purchase.

No employee will be entitled to receive safety shoe payment more than once per contract year.

12.06 The Company will make available on a “use as required” basis a quantity of rain coats, rubber boots, hard hats, and protective winter clothing for employees when unloading steel out of doors. The Company will provide coveralls, as necessary, to employees performing the following duties: maintenance, riveting, painting, press operators, friction weld, phosphate room, furnace operators, both axle lines, magniflux, shot blast, forklift, set-up or as deemed necessary by the Joint Health & Safety Committee. The Company will provide a pool of coveralls for miscellaneous maintenance and helpers as required.

12.07 Should the Company or the Company’s insurance carrier require medical reports or related medical certificates to verify an employee’s absence as a result of an injury or illness, the Company shall pay the cost of such medical reports or certificates to the employee upon submission of receipts.

12.08 The Company agrees to provide a minute of silence for all employees at 11 a.m. on April 28 in recognition of the National Day of Mourning.

ARTICLE 13 - SOCIAL WELFARE PROVISIONS

13.01 The Company agrees to pay one hundred (100%) percent of the premium for a group insurance plan which provides the following benefits for all employees with seniority. The Company also agrees to maintain for the duration of this Agreement the weekly indemnity and LTD plans for non-occupation sickness and injury and the Company must guarantee same. The Company will provide to the Union the full text of the Group Insurance Plan within six (6) months of ratification.

In the event a dispute between an employee and the insurer refusing a claim under the Weekly Indemnity or LTD Plan which cannot be resolved directly, the Company will, upon the request of the employee, exert all reasonable efforts to assist the employee to resolve the dispute with the insurer.

If the dispute cannot be resolved in this manner, the employee may grieve the denial of the claim, provided he first authorizes the insurer to provide the Company with all medical information relative to the claim that it has in its possession or under its control.

13.02 (a) On the first day of the calendar month following six (6) months continuous service, all employees will be provided with life insurance and spouse and dependent life insurance in accordance with the following schedule, the cost of which will be wholly borne by the Company: Effective August 1, 2001 Life Insurance - \$33,000.00. Spousal Life Insurance - \$5,000.00. Dependant Child Life Insurance (child must be 24 hours old to age 21 years) - \$3,000.00. An accidental death and dismemberment (AD & D) benefit will be provided in the same amounts as above and effective the same dates as above.

(b) All employees with ten (10) years or more continuous service immediately prior to retirement, who retire after August 1, 1980, will receive a life insurance policy of \$1,500.00 the cost of which is paid by the Company. Effective August 1, 1998, all future retirees will be entitled to \$2,000.00. Effective August 1, 2001, all future retirees will be entitled to \$2,500.00.

(c) Weekly Indemnity Plan - Effective new claims after August 1, 1998, the benefit shall be equal to sixty-six and two-thirds (66 2/3%) percent of the employee's gross weekly wages. (Gross wages shall be the employee's respective group rates, plus C.O.L.A., times forty (40).) The benefit is payable the first day if admitted to hospital (i.e., 18 hours) or first day of disability for outpatient surgery, the fourth day for non-occupational sickness or accident, and shall be for a period not to exceed twenty-six (26) weeks. 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 Employment 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 that legislation.

(d) Supplemental Health Care Plan (Extended Health Care)

- (i) Semi-Private Hospital Accommodation
- (ii) Major Medical Benefits (per booklet)
- (iii) Drug Plan \$1.00 deductible per prescription card plan. Generic drugs definition to be used. All prescription drugs prescribed by a doctor will be covered, with the exception of OTC drugs.
- (iv) Dental care plan (per booklet). The Company will pay the cost of the Ontario Health Insurance Plan (O.H.I.P.) to provide coverage for an employee, or

an employee with dependant family.

(e) Long Term Disability – Effective upon ratification, 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 \$1,000 upon ratification, payable to the earlier of death, retirement, or recovery. This benefit is not integrated with revenues from CPP.
- - benefit waiting period – forty-one (41) weeks or twenty-six (26) weeks if the employee is not eligible to receive EI disability benefits after the first twenty-six (26) weeks.
- - maintenance of benefits to continue as per Article 13.02(d)(iii).
- -NOTE: Definition of Total Disability – wholly and continuously disabled as a result of a non-occupational bodily injury or disease so as to be prevented from engaging in any and every gainful occupation for which you are reasonably fitted by education, training, or experience and such disability has existed for a continuous period of at least 26 weeks.

(9) Effective August 1, 2001, a Vision Care Benefit shall be provided to employees and their eligible dependents (spouse, children) which will provide a refund for the purchase of contact lenses or eye glasses (lenses and/or frames) per individual in any two (2) year period as follows: \$175. There are no deductibles levied against the Vision Care Benefit Plan.

(g) Notwithstanding the provisions of the Workplace Safety and Insurance Act (WSIA) when an Independent Medical Evaluation (IME) is requested for an employee with an injury or illness, and the employee agrees to the IME, the medical practitioner will be mutually agreed upon by the Company and the Union.

(h) The overall maximum benefit payable during the lifetime of each employee or insured members of the employee's family is \$27,000.00. However, up to \$4,500.00 of this maximum is automatically re-instated at the beginning of each calendar year.

13.03 The Company further agrees that the aforementioned commitment shall also apply to any carrier who may be assigned as the underwriter. Should the Company change carriers, the negotiated benefits outlined herein shall not be reduced in any

way. The Company will provide to the Union the full text of the Group Insurance Plan within six (6) months.

13.04 In all cases of absence from work due to sickness or accident, an employee who is in receipt of weekly indemnity payments will have made on his behalf by the Company a further six (6) monthly payments for maintenance of the benefits referred to in clauses 13.01 and 13.02 above. 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 the provisions outlined in this Clause 13.04. Any employee may request coverage to be continued beyond the above-stated periods by agreeing to pay monthly to the Company the required premiums.

13.05 When an employee is laid off, benefit premiums shall be continued for the month of the layoff and two (2) additional months thereafter.

(a) The Company will agree to the benefits of early retirement as follows: Drug Plan as described in Article 13.02 (d) (iii) shall continue for retirees and their eligible spouse from the date of early retirement until each one respectively attains the age of 65 years.

13.06 Joint Employee Assistance Program (EAP) – The Company and the Union support the basic concept of an EAP program as a means to further the well being of all employees of IMT and their families. At IMT Corporation, we are aware that human conditions which are not always directly associated with a job function can have an adverse effect on the job performance and attendance.

The Union and the Company shall accordingly provide an EAP representative who shall function in a confidential manner when assisting an employee with a substance abuse, personal, financial or emotional problem.

The Company and the Union jointly encourage all employees with any of the above problems to seek the assistance of the EAP representative who will make every effort to provide them with assistance and guidance to deal with their problem. All communications between employees and the EAP representative shall be held in the strictest confidence.

We hope that any employee who is experiencing difficulties will avail themselves **of** this assistance.

ARTICLE 14 - HOURS OF WORK AND OTHER WORKING CONDITIONS

14.01 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.

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

14.03 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.

14.04 (a) Regular Shifts:

One Shift Operation From: 7:30 am – 12:30 pm
1:00 pm – 4:00 pm

Two Shift Operation From:

Days 7:30 am – 12:30 pm
1:00 pm – 4:00 pm
Afternoons 4:00 pm – 8:30 pm
9:00 pm – 12:30 am

Each of the above shifts with a half hour unpaid lunch break.

(b) The three shift rotation will be as follows: midnights to afternoons, afternoons to days, days to midnights.

Three Shift Operation:

First Shift From: 7:30 am – 12:30 pm
12:50 pm – 3:30 pm

Second Shift From: 3:30 pm – 8:00 pm
8:20 pm – 11:30 pm

Third Shift From: 11:30 pm – 4:00 am
4:20 am – 7:30 am

Note: On the above three shift operations a paid twenty (20) minute lunch period will be allowed.

(c) When there are two or more shifts in operation, all employees involved will be required to take their turn on the other shifts for equal periods, the length of which periods shall be determined by agreement between the Company and the Union. All employees who rotate shall rotate at the same time (that is day). During the term of this Agreement, shifts shall rotate on a two-week basis.

(d) Where there is an increase of shifts on any job(s) (i.e., from 2 to 3 shifts), the open shift shall be the third shift (Midnights).

14.05 Where a third shift commences upon either a Sunday or a statutory holiday, the hours worked on such days notwithstanding anything to the contrary in this Agreement, shall be paid at regular straight time plus the appropriate shift premium.

14.06 (a) The regular working week shall consist of five (5) days of 8 hours from Monday to Friday inclusive, or 40 hours per week for all employees subject to this arrangement.

(b) When continuous three (3) shift, seven (7) day working is scheduled on the heat treatment furnace, a regular working week shall be forty (40) hours divided into five (5) periods, that is shifts of work of eight (8) hours each within a calendar week.

14.07 (a) Employees who report for work at the commencement of their regular scheduled shift and where no work is available for which they were scheduled, shall have guaranteed an amount of pay equivalent to four times the basic hourly wage rate for the work for which they were scheduled.

(b) At the discretion of the Company, such employees may be assigned to other available work for which they may be qualified or be sent home.

(c) If the employee is assigned to work beyond four hours, he shall be paid the hourly rate of pay for the job to which he is assigned.

(d) Regular scheduled shift does not include scheduled overtime.

14.08 (a) Employees who are scheduled to work at least four hours on Saturday, Sunday, or statutory holidays, and who actually report to work but through no fault of their own work less than four hours, shall be paid at the appropriate premium rate for the actual time worked and straight time for the remaining time up to a maximum of four hours.

(b) At the discretion of the Company, such employees may be assigned to other work or sent home.

(c) Notwithstanding paragraph (a) above, by mutual agreement of the employee concerned, arrangements to work for periods less than four hours are not covered by this clause.

14.09 The provisions of paragraphs 14.07 and 14.08 will not apply in the event that strikes, stoppages in connection with labour disputes, fires, storm, floods, power or major mechanical failures, interfere with work being provided.

14.10 If an employee is scheduled to report at a time either before or after his usual starting time and is scheduled to work for eight (8) hours from that time, he shall be entitled to the shift premium for all hours worked prior to or beyond his regular shift period. However, if an employee is scheduled to report prior to his usual starting time and is scheduled to work from that time until his usual finishing time, he shall only be entitled to overtime rates for all hours worked in excess of eight (8) hours. If an employee, through no fault of his own, is not allowed to work until his usual finishing time, but is sent home, overtime will be paid in accordance with Clause 15.01 for all hours worked in excess of eight (8) hours per day. If the employee voluntarily leaves work before his scheduled finishing time, he shall only be entitled to overtime pay for all hours worked in excess of eight (8) hours from the time that he actually reported to work.

14.11 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 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 for not less than two (2) hours at time and one-half his regular straight time hourly rate for each recall. If a recall occurs on a Sunday or statutory holiday, the rate of pay shall be two (2) hours at the rate of twice his regular straight time hourly rate, or at the rate of twice his regular straight time hourly rate for all work performed on that Sunday or statutory holiday,

whichever is greater.

The above does not apply where an employee has made specific arrangements with his supervisor to return to the plant.

14.12 An employee who is injured while at work and is sent home for the balance of the shift by his supervisor or first aid attendant shall be paid for the balance of the 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.

ARTICLE 15 - OVERTIME

15.01 Overtime will be paid on a daily basis at one and one-half (1 1/2) times basic hourly rate for all hours worked in excess of eight (8) hours per day. There shall be no pyramiding of overtime payments. For example, an employee who started work at 11:30 pm on Sunday night and then came back at 3:30 pm on Monday afternoon would be entitled to overtime pay for all hours in excess of eight (8) hours that he worked within the twenty-four (**24**) hour period beginning at 11:30 pm on Sunday. However, in such a case it is likely that the employee would, in actual fact, work six (6) shifts during that week, not five (5), and the last shift which would finish at 11:30 pm on Friday night would, having started at 3:30 pm on Friday, be the normal regular Friday afternoon shift and thus could not be claimed for overtime.

15.02 Except where agreement to the contrary is reached between Management and the Union Negotiating Committee, overtime will be paid for all work performed on Saturdays at the rate of one and one-half (1-1/2) times the employee's regular hourly rate, and on Sundays at the rate of twice the employee's regular hourly rate. Overtime will be paid for work performed on statutory holidays at the rate of twice the employee's regular hourly rate (see 18.03).

15.03 Overtime shall be on a voluntary basis except if sufficient suitable volunteers for the work required are not available, employees performing such work at the time the overtime is required shall be required to work overtime as assigned by the Company. Reasons which are accepted as valid for absence from work during normal working hours such as dental appointments, urgent personal business, legal discussions, etc.,

are equally valid reasons for refusing to work overtime.

15.04 Whenever possible the Company will give notice to employees of all coming overtime work one full shift before such work is required.

15.05 Opportunities for overtime work will be distributed as equitable as possible amongst those employees normally performing the work, i.e., equitable distribution will mean a differential not exceeding twenty-four (24) hours. Overtime charts will be kept up-to-date not later than the first day shift of each week.

New Employees and Transferred Employees - When a new employee or an employee is transferred temporarily or permanently into a group of employees normally performing that operation or job, for the purpose of overtime distribution, that employee will be deemed to have the average overtime of the group to which he is transferred and will be considered as normally performing the work if he has normally performed the work for the two **(2)** full shifts on the two (2) regular days immediately before the overtime is required, regardless of his actual overtime accumulation. Where overtime opportunities are equal (equal being within 24 hours), operators shall be asked in order of the shift required to work the overtime. If an employee is unable to accept an overtime opportunity for whatever reason (i.e., absent, vacation, refused, etc.), the time shall be deemed as overtime worked for the purpose of the overtime record. Records shall be available upon request through the employee's supervisor. The existing system shall recommence on January 1 of each year, at which point all employees shall commence at zero (0) record.

15.06 Lunch Allowance: An employee who works more than two (2) hours of overtime after their regular shift, without being requested to do so on the previous shift, shall be entitled to a lunch allowance of \$4.50. An employee who works fourteen (14) or more continuous hours, without being requested to do so on the previous shift, shall be entitled to a further \$4.50 lunch allowance. The employees are responsible for submitting the claim through his supervisor for the lunch allowance.

ARTICLE 16 - VACATIONS

16.01 The parties hereto have mutually agreed upon the following schedule of vacation privileges which contains the conditions upon which employees may be granted vacations with pay.

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

16.03 Those employees with less than the service indicated in 16.04 shall receive vacation pay according to the Employment Standards Act of the Province of Ontario.

16.04 Effective August 1, 2001 for vacation period July 1, 2008 to June 30, 2009.

(a) Each employee who has completed three (3) years of continuous service with the Company by June 30, 2008 shall receive three (3) weeks vacation with pay equivalent to 6.125% of his earnings.

(b) Each employee who has completed ten (10) years of continuous service with the Company by June 30, 2008 shall receive four (4) weeks vacation with pay equivalent to 8.33% of his earnings.

(c) Each employee who has completed nineteen (19) years of continuous service with the Company by June 30, 2008 shall receive five (5) weeks vacation with pay equivalent to 10% of his earnings.

(d) Each employee who has completed twenty-seven (27) years or more of continuous service with the Company by June 30, 2008 shall receive five (5) weeks vacation with pay equivalent to 12% of his earnings.

16.05 "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.

16.06 If there is to be a plant shutdown for vacation, a notice giving the date of the commencement of the shutdown will be posted by the end of February. Such notice will also give the minimum length of the shutdown period. At such time, employees entitled to vacations in excess of this shutdown period will be given the opportunity of requesting a particular day(s) or week(s) vacation to be taken outside the scheduled shutdown period. Management will endeavour to meet the requests having regard to production requirements. In any event, requests made before May 1st will take precedence over requests submitted on or after May 1st. In the event of conflict of requests, seniority will govern.

16.07 If sections of the plant shutdown for vacation, employees are expected to take their vacation at the time of the shutdown. The Company will determine after discussion and consultation with the Union when those sections will shut down. However, such shutdown shall be scheduled no earlier than July 1st and no later than August 31st of any year.

16.08 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 entitled to vacation in excess of the plant shutdown period will be paid their vacation pay on the regular payroll immediately following their vacation day(s), or at the written request of each employee to be entitled to receive all of his/her vacation pay at the time of plant shutdown. Such request will be made no later than May 1st of each year.

ARTICLE 17 - WAGE RATES AND RANGES OF WAGE RATES AND JOB CLASSIFICATIONS

17.01 Attached and forming part of this Agreement is the schedule for job grouping, the schedule for the wage progression and rates for direct and indirect jobs.

17.02 It is agreed that there will be no change in any of the said rates or range of rates except by mutual agreement and as provided by this Agreement. Rates on new or added classifications will be arrived at by the Company in accordance with Article 5 and discussed with the Union Committee before implementation.

17.03 Shift Premiums - Effective August 1, 2001, the second shift premium will be fifty-five (55) cents per hour and the third shift premium will be sixty-five (65) cents per hour.

17.04 The second and third shift premiums are separate items of pay and are not to be included in the rates for the purpose of calculating overtime.

17.05 The Company has the right to make temporary transfers for periods not exceeding thirty (30) working days without operating the job posting procedure. The Company will meet with the Union to discuss the reasons and alternatives prior to the transfer. No job that exceeds thirty (30) working days will continue without operating the job posting procedure, unless otherwise agreed. 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 with the same "working days" progression as he had before the transfer, whichever is 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.

17.06 Employees transferred (not on a temporary basis) to a higher occupational group shall maintain their present rate or be paid the progression rate in the new group, whichever is greater, and shall progress in accordance with the progression scale less the progression achieved in the previous group. Such transferred employees may request consideration for accelerated progression.

17.07 The assignment of employees to temporary supervisory duties shall be voluntary.

17.08 The Company will continue its practice of weekly pay except during vacation and shutdown periods.

17.09 (a) All new employees hired after the date of ratification shall receive the current rate less 20% with a three year progression.

17.09 RATE SCHEDULE

" A- Direct and Indirect Jobs

Effective Date:	June 1, 2008	June 1, 2009	June 1, 2010	June 1, 2011
GROUP 1 - C. OF Q.				
Toolmaker				
Millwright				
Electrician (Electronics)	26.04	26.30	26.56	26.83
GROUP 2				
Electrician 1 - C. of Q.				
Maintenance Mechanic - C. of Q.				
Toolroom Machinist - C. of Q.	25.66	25.92	26.18	26.44
Inspector 1 - Plate Layout				
Toolgrind 1	24.66	24.91	25.16	25.4 ■
GROUP 3 - NO C. OF Q.				
Maintenance Mechanic II				
Maintenance Welder				
Electrician II	24.22	24.46	24.70	24.95
GROUP 4				
Toolroom Machinist II				
Mori Seiki SH 500 Operator				
Mori Seiki SH 400 Operator				
Okuma 600 Operator				
OKK Operator				
Kao Ming Operator				
Friction Weld Operator				
Set-Up Person				
Furnace Operator	23.94	24.18	24.42	24.66
GROUP 5				
Production Grinding				
Production Welding				
Other Production Machining				
Assembly				
Painting				
Induction Hardening				
Magnetic Particle				
Checker-Production	23.70	23.94	24.18	24.42

GROUP 6				
Inspector II				
Toolgrind II	23.47	23.70	23.94	24.18
GROUP 7				
Truck Driver				
Forklift Driver				
Shipping				
Receiving				
Stockroom				
Oiler				
Toolcrib Attendant	22.70	22.93	23.16	23.39
GROUP 8				
Sweeper				
Labourer	22.03	22.25	22.47	22.69

17.09 RATE SCHEDULE

Starting Probationary Rates

Effective Date:	June 1, 2008	June 1, 2009	June 1, 2010	June 1, 2011
GROUP 2				
Inspector 1 - Plate Layout Toolgrind 1	19.73	19.93	20.13	20.33
GROUP 3 - NO C. OF Q.				
Maintenance Mechanic II Maintenance Welder Electrician II	19.37	19.56	19.76	19.96
GROUP 4				
Toolroom Machinist II Mori Seiki SH 500 Operator Mori Seiki SH 400 Operator Okuma 600 Operator OKK Operator Kao Ming Operator Friction Weld Operator Set-Up Person Furnace Operator	19.15	19.34	19.53	19.73
GROUP 5				
Production Grinding Production Welding Other Production Machining Assembly Painting Induction Hardening Magnetic Particle Checker-Production	18.96	19.15	19.34	19.53

GROUP 6				
Inspector II				
Toolgrind II	18.78	18.97	19.16	19.35
 GROUP 7				
Truck Driver				
Forklift Driver				
Shipping				
Receiving				
Stockroom				
Oiler				
Toolcrib Attendant	18.16	18.34	18.52	18.71
 GROUP 8				
Sweeper				
Labourer	17.63	17.81	17.99	18.17

**New Hire 3-Year Pay Rate Progression
Standard Calculation**

52 wks/yr divided by 12 mos = 4.34 wks/mo average
 3yrs = 36 mos
 36 mos x 4.34 = 156.24 wks/3yrs
 1 wk = 40.0 Reg Hours
 156.24 wks x 40 hrs = 6249.60 hrs top rate

9 mos x 4.34 = 39.06 wks
 39.06 wks x 40.0 Reg hrs = 1562.40 hrs/9 mos
 80% to 100% in 4 increments

Examples:

Current Group 5 Rate:		23.70
New Hire Rate:	23.70 x 80%	18.96
At Hire:		18.96
9 mo or 1562.40 hrs:	18.96 x 85%	20.15
18 mo or 3124.80 hrs:	20.05 x 90%	21.33
27 mo or 4687.20 hrs:	21.20 x 95%	22.52
36 mo or 6249.60 hrs:	22.41 x 100%	23.70

ARTICLE 18 - PAYMENTS FOR STATUTORY HOLIDAYS

18.01 The following will be considered as Statutory Holidays: New Year's Day, The Third Monday in February, Good Friday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, One Full Day Before Christmas, Christmas Day, Boxing Day, One Full Day Before New Year's Day, and One **(1)** Floating Holiday, to be taken during the Christmas break. When the Civic Holiday falls during the normal plant shutdown, it shall be moved to the period between Christmas and New Year's.

The Third Monday in February is in lieu of Heritage Day, if such be proclaimed a statutory holiday. If any of the above holidays, except Civic Holiday, fall within an employee's vacation, the employee shall be entitled to an additional day off work. However, the employee must notify his supervisor in writing before commencing his vacation if he intends to exercise this entitlement, which must be the first working day following termination of his vacation.

18.02 All employees on the Company payroll 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 14.04 for each holiday concerned, after he has worked for the Company a total of thirty (30) working days. Any employee who, under Article 17.05, is temporarily transferred from his normal job classification for a period of five (5) consecutive full shifts or more immediately prior to any statutory holiday(s) shall be paid at the applicable temporary transfer rate as defined in Article 17.05.

18.03 Except as provided in Clause 14.05, 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 18.01 - 18.02)

18.04 To qualify for statutory holiday pay, including the premium referred to in 18.03, the employee must either:

(1) be present for his full shift immediately preceding and succeeding the holiday.

(2) if absent on either or both of these days, the absence must be due to sickness, accident for which compensation is not payable, death in the immediate family, jury duty or leave of absence as in 11.04. The written approval must bear the signature of the Human Resources Manager.

(3) to be eligible for Civic Holiday payment, an employee must be on the Company payroll prior to the first Monday in August, regardless of when this holiday is observed by the Company. A total of thirty (30) minutes late at the start of the preceding and succeeding shifts will be permitted before holiday pay is stopped.

(4) The parties agree that the following method shall be used with respect to calculating the compensation payable to an employee with respect to statutory holidays when involving clause 18.04 (2). The Company will make up the difference between the employee's base rate, multiplied by eight (8) hours less 1/7th of the weekly sickness and accident benefit (13.02).

If holiday pay is claimed under this Clause, then evidence satisfactory to the Company must be produced.

Any employee laid off just for the period between Christmas and New Year's will not forfeit holiday pay under this Clause.

Should an employee be laid off within ten (10) working days prior to a holiday and recalled within ten (10) working days after that holiday, he will not forfeit holiday pay, provided he accepts recall.

Statutory holiday pay will not be paid to employees who have not worked in the 26 weeks immediately preceding the statutory holiday. 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 and failure to work all of one qualifying shift or exceeding the allowable lateness will not result in the loss of more than two (2) days statutory holiday pay.

18.05 If any of the holidays listed in 18.01 above fall on a Saturday or Sunday, arrangements will be made, after consultation with the Union, for the celebration of these days on preceding or succeeding days provided that, for the Christmas holiday period, the Company is not shut down more than seven (7) working days.

18.06 When an employee elects and is permitted to take regular vacation at a time spanning one or more statutory holidays, his qualifying shifts shall be deemed to be the shifts immediately prior to and succeeding his scheduled vacation.

ARTICLE 19 - GENERAL

19.01 The Company agrees to erect a Bulletin Board in a conspicuous place for the posting of notices and other material of interest to the Union. The Union agrees that the notices pertaining to Union matters will be confined to matters respecting Local No. 2918 of the United Steelworkers, and that all notices must be approved by the Human Resources Manager prior to their being posted. Such approval shall not be unreasonably withheld. Notices pertaining solely to the holding of membership meetings do not require the prior approval.

19.02 The Company agrees that employees may enjoy the following privileges:

(a) Three-minute wash-up periods before quitting time on buzzer signal.

(b) A ten-minute rest period during the first half of each shift. This rest period may be arranged according to production requirements.

(c) The Company will allow for the provision of vending machines in various plant locations. Employees will have access to these machines at all times during their shift, with the exception of lunchroom facilities, which are allocated for lunch and break periods only. It is understood that this privilege will not be abused. Abuse will cause removal of the privilege.

19.03 If the authorized representative of the International Union who normally negotiates with the Company on behalf of the Local wishes to speak to the local Union representatives in the plant regarding grievances, or other official Union business, he shall request permission from the Human Resources Manager. If the request is reasonable and does not needlessly interfere with production it will normally be granted. It is understood that no request will be granted except during regular daytime work

hours.

19.04 An employee who is late will be paid from the next one-tenth (1/10) of an hour - that is, an employee who clocks in at 7:31 am will be paid from 7:36 am. Similarly, an employee who clocks out early will be paid until the nearest previous one-tenth (1/10) of an hour - that is, if he clocks out at 11:59 am, he will be paid for until 11:54 am. A similar condition will apply to afternoon and night shifts.

ARTICLE 20 - BEREAVEMENT PAY

20.01 An employee shall be compensated at his regular hourly rate for a period not exceeding three (3) consecutive working days absence from work due to the death of spouse - as legally defined, son, daughter, sister, brother, father, mother, father-in-law, or mother-in-law, and one (1) day's absence from work due to the death of a grandparent and the day or days required fall upon regularly scheduled working days of the employee. Weekends shall not be considered to interrupt the above-noted leave of absence. Not more than one (1) of these three (3) working days may be the day after the funeral.

ARTICLE 21 - JURY DUTY/CROWN WITNESS

21.01 In the event that an employee is called for jury duty, or crown witness, he will be compensated for the time thus spent on the following basis: The Company will pay the employee the difference between his normal hourly rate earnings and the Government pay awarded him for such duty. This compensation will be made for each day of such duty.

ARTICLE 22 – APPRENTICESHIP PLANS

22.01 If deemed advisable, due to a shortage of trained skilled person, the Company will set up apprenticeship plans for the development and training of an adequate number of such skilled trades person.

22.02 Rules governing these plans will be presented to the Union by the Company in order that these may be agreed upon by both the Company and the Union.

ARTICLE 23 - EDUCATION ASSISTANCE PLAN

23.01 The Company will provide financial assistance to an employee who partakes in a further education plan provided that plan is related to the type of work performed or to be performed by him at IMT, and that the plan will provide a benefit to both the employee and the Company. The plan requires approval prior to registration and application for approval will be made on a form provided by the Company. Financial assistance will be limited to the reimbursement of tuition fees. The receipt for tuition, as well as the certification upon successful completion of the program, must be presented to the Human Resources Manager for reimbursement. Costs associated with books, materials, time or travelling expenses are not refundable under this plan.

ARTICLE 24 - PENSION PLAN

The Union will be provided with revised copies of the plan text.

Article 24.01 Effective October 1, 1989, the plan benefits previously described in Clause 25.01 of the Collective Agreement expiring July 31, 1989, will be frozen and a non-contributory benefit will be introduced. This new benefit will be provided in accordance with the specific terms and conditions set out in the underwriting document(s). For employees hired prior to January 1, 2008. The current plan will remain as per collective agreement.

(OLD LANGUAGE - 25.01)

Membership in the Contributory Pension Plan is mandatory after attaining five (5) years of service and thirty (30) years of age and voluntary after attaining five (5) years of service and twenty-five (25) years of age. The employee will contribute 4% of his earnings and the Company will contribute that amount required to give an annual pension payable at age 65 equal to 30% per annum of the employee's contributions. In respect of contributions made after August 1, 1980, the equivalent pension will be 35% of the employee's contributions. In respect of contributions made after August 1, 1986, the equivalent pension will be 40% of the employee's contributions.

1. Effective August 1, 2003, the benefits shall increase to \$45.00 per month per year of credited service. Past service shall be

accredited to October 1, 1984.

24.02 Each employee, as a member of the Pension Plan, will be provided annually with a statement of his contributions and calculated pension entitlement.

24.03 Early Retirement (on a window basis):

(i) The Company shall provide for early retirement with unreduced pension at age sixty (60) and fifteen (15) years of service.

(ii) The Company shall provide for reduced pension when an employee attains two (2) years of service and fifty-five (55) years of age.

(iii) The Company shall provide for a bridge benefit of \$20.00 per month per years of service. Past service shall be accredited to October 1, 1984.

24.04 For employees hired after January 1, 2008 pension benefits shall be provided on a defined contribution basis, with the Company depositing an amount equal to:

\$120.00 per month effective June 1, 2008

\$130.00 per month effective June 1, 2009

\$140.00 per month effective June 1, 2010

\$150.00 per month effective June 1, 2011

to the pension plan for each member. Should a member not be actively at work for a full year, this amount will be pro-rated to reflect the number of months during which the member accrued credited service during the year.

ARTICLE 25 - COST OF LIVING

25.01 The current C.O.L.A. float of \$2.12 (two dollars and twelve cents) will be frozen for the duration of the collective agreement.

25.02 COLA year 1 – frozen @ \$2.12 per hour worked

COLA year 2 – 1% cap

COLA year 3 - 2% cap

COLA will be fully activated in year 4.

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 or upon Grievance, Negotiating and Safety Committee meetings

attended with the Company, in the week following the publication of changes in the Consumer Price Index as now published by Statistics Canada and hereinafter referred to as "C.P.I." (1971 equal 100). Adjustments in the Cost Of Living Allowance shall be made on a quarterly basis, using the C.P.I. for January 2009 (published in April 2009) as the base figure.

First Monday in June 2009, based upon the January 2009 and April 2009, C.P.I. for 1971.

First Monday in September 2009, based upon the January 2009 and July 2009, C.P.I. for 1971.

First Monday in December 2009, based upon the January 2009 and October 2009, C.P.I. for 1971.

First Monday in March 2010, based upon the January 2009 and January 2010, C.P.I. for 1971.

1% Cap for the above schedule

First Monday in June 2010, based upon the January 2009 and April 2010, C.P.I. for 1971.

First Monday in September 2010, based upon the January 2009 and July 2010, C.P.I. for 1971.

First Monday in December 2010, based upon the January 2009 and October 2010, C.P.I. for 1971.

First Monday in March 2011, based upon the January 2009 and January 2011, C.P.I. for 1971.

2% Cap for the above schedule

First Monday in June 2011, based upon the January 2009 and April 2011, C.P.I. for 1971.

First Monday in September 2011, based upon the January 2009 and July 2011, C.P.I. for 1971.

First Monday in December 2011, based upon the January 2009 and October 2011, C.P.I. for 1971.

First Monday in March 2012, based upon the January 2009 and January 2012, C.P.I. for 1971.

Fully activated for the above schedule with no Cap

The amount of the Cost of Living adjustment which shall be effective for any three (3) 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 calculating overtime pay or statutory holiday pay. No adjustment retroactive or otherwise shall be made due to any revisions which may later be made in any publications, Statistics Canada C.P.I.

ARTICLE 26 - SEVERANCE

26.01 Should the Company have a complete plant closure, those active employees affected by that closure will receive 1.75 weeks of severance pay for each year of service.

ARTICLE 27 - TERMINATION CLAUSE

27.01 This Agreement shall remain in effect for four years from date of ratification June 1, 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.

27.02 Notice that amendments are required, or that either party intends to terminate the Agreement, may only be given during the ninety (90) day period previous to the termination date.

27.03 If notice of amendment or of termination is given by either party, the parties agree to meet for the purpose of negotiations within thirty (30) days by mutual agreement after giving such notice, if requested to do so. Such negotiations shall not continue beyond the expiration date of the Agreement unless the parties mutually agree to extend the period of negotiations.

27.04 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.

**MEMORANDUM OF SETTLEMENT
BETWEEN:**

**IMT PARTNERSHIP
(the "Company")**

AND

**THE UNITED STEELWORKERS
AND
LOCAL 2918 OF THE UNITED STEELWORKERS (the
"Union")**

The undersigned representatives of both the Company and the Union agree to the following basis of settlement of all matters in dispute:

1. The parties agree to the terms of this memorandum as constituting full settlement of all matters in dispute after complete review of all attachments.
2. The undersigned representatives of the parties do hereby agree to recommend complete acceptance of all the terms of this memorandum to their respective principals and bargaining unit members.
3. The term of the Collective Agreement shall be from June 1, 2008 to May 31, 2012.
4. The parties agree that the said Collective Agreement shall include the terms of the previous Collective Agreement which expired on May 31, 2008, and all matters settled and agreed during the current round of bargaining as set forth in Schedule "A" and the Return to Work Protocol set forth as Schedule "B", layoff letter and letter to Crown set forth as Schedule "C" and "D" to be issued as items 11 and 12 of the Return to Work Protocol and to be incorporated as amendments into the Collective Agreement.

Dated this 6th day of June, 2008 in London, Ontario.

For the Company:

Arnold Visser

Gerry Willard

Shawn Steyaert

For the Union:

Kelly Hoskin

Terry Coleman

Steve Banks

Dave Herman

John Searles

Bernie Galenski

APPENDIX

The following letters of intent will be considered as part of the Collective Agreement.

Mr. R. Jean-Louis, President
Local 2918
United Steelworkers of America

Letter of Intent

Dear Mr. Jean-Louis:

In accordance with our understanding reached during contract negotiations, the Company will provide space for a filing cabinet to be provided by your Committee. It is understood that the purpose of this cabinet is to maintain Union documents and records. It is, of course, clearly understood that the Company cannot accept any liability for loss or damage to the cabinet or to its contents.

Yours very truly,

INGERSOLL MACHINE AND TOOL
COMPANY LIMITED
R. J. Smith
Personnel Manager

MEMORANDUM Nov. 12/82

To: John Bot, Doris Messenger,
Gary Rogers, Dan Cousins

From: Jim Truscott

SUBJECT: Payment for Fire Calls

cc: E. Wilson, R. Wilson, D. Preece,
W. Labine, D. Bucknell, R. Land, G. Young

To clarify our policy, payment will be made under the following circumstances only:

a) Time spent on fire-fighting during an employee's regular shift hours, where he is summoned from the plant to respond to an alarm.

b) Time spent on fire-fighting during an employee's regular shift hours, where he responded to an alarm prior to his regular shift, and arrives late for that shift. This policy does not provide payment to an employee, where he has fought an early morning fire and arrives late due to the fact that he went back to bed following the fire. Payment provided under this policy will be made at the employee's straight time hourly rate only.

J.C. Truscott
Personnel Manager

5-May-88

FROM: D. PREECE D. WANLESS

TO: R. VYSE D. HAYMAN
J. SALVAGE T. JONES
J. BURNS A. VISSER
J. KELLY K. FISHER
R. LUNDBLAD K. TRAVIS
T. SAUNDERS G. EASTON
D. POZOJEVIC G. MOON
G. KLEIN J. MCDOWEL
S. MARR

CC: R. JEAN-LOUIS, E.L. WILSON,
D. COUNTRYMAN

SUBJECT: **DAILY SHIFT CHANGES**

At a recent meeting held between Senior Management and the Union, it was decided that shift changes would be allowed between two operators if:

- A) Both operators agreed to the shift change.
- B) All the correct paper work is filled out.
- C) The shift change does not adversely affect production or quality.

The above decision will be left up to the individual Supervisor as per his department's requirements.

D. WANLESS
General Foreman
Defence Division

D. PREECE
MFG Manager
Commercial Division

LETTER OF AGREEMENT

RE: PLANT SHUTDOWNS - ANNUAL VACATIONS

The parties agree that the following will have application during vacation shutdowns: If a section or sections of the plant are required to operate for part of the shutdown, the first opportunity for work in that section will be offered to employees normally performing those specific required jobs, with seniority to govern.

If from those employees normally performing the required work sufficient volunteers are not available, the work opportunity will be offered to employees who have less vacation entitlement than the posted shutdown, with seniority to govern.

SIGNED at Ingersoll, Ontario, this 12th day of October, 1988.

For the Company:

For the Union:

E.L. Wilson

D. Countryman

R. Jean-Louis

K. Hoskin

D. Hawker

D. Robillard

G. Young

T. Coleman

L. Morris

LETTER OF UNDERSTANDING

August 14, 2001

Mr. Kelly Hoskin
President
Local 2918
USWA

Dear Mr. Hoskin;

RE: 14.07 (a) – LACK OF WORK

If no work is available, the employee is either (a) called at home or (b) asked at the beginning/during their shift if he/she would like to go/stay home for the day due to insufficient work. For example: part shortage or machine breakdown. (This could entail an entire shift or a part shift.) These are requested by the Company, however, are voluntary. If the employee refuses then alternate work is to be found by the Supervisor should it be available. None of these situations count against the employee's personal absence.

Yours very truly,

IMT Corporation
Gerry Willard
Director of Finance

June 4, 2008

Mr. Kelly Hoskin
Local 2918
United Steelworkers of America

Letter of Understanding

Article 2.03

Dear Mr. Hoskin

In accordance with our understanding reached during contract negotiations, it is hereby understood that any job covered by the terms of the CBA that has been contracted out and has not gone through the procedure outlined in article 2.03 shall be brought back immediately unless it is deemed to be the result of a capacity constraint.

Yours very truly,

Arnold Visser
C.O.O
IMT Partnership

February 25, 2003

Mr. Kelly Hoskin
Union President
Local 2918
USWA

Letter of Intent

The following "Letter of Intent" will be reviewed at the expiration of the current Collective Agreement.

Dear Kelly

It is hereby understood and agreed by both parties that a need has arisen to necessitate the posting of a "Floater" on a department specific basis only. The duties of a floater will be to temporarily replace employees who are off of work due to illness, vacation or leave of absences and to perform other duties as assigned by the Supervisor.

All provisions of the current Collective Agreement will apply. This position will be posted as per article 9.05 in Group 5.

For the Company

Arnold Visser
Human Resource Manager

For the Union

Kelly Hoskin
President Local
2918