

SOURCE	Union
EFF.	97109107
TERM.	20001231
No. OF EMPLOYEES	140
NOMBRE D'EMPLOYÉS	140

COLLECTIVE AGREEMENT

BETWEEN:

**SIMS MANUFACTURING CANADA LTD.
(Hereinafter referred to as the "Company")**

AND:

**TEAMSTERS LOCAL UNION 91
AFFILIATED WITH THE
INTERNATIONAL BROTHERHOOD OF TEAMSTERS
(Hereinafter referred to as the "Union")**

RECEIVED
JUN 17 1998

**Effective From: September 5, 1997
To: August 31, 2000**

10072(02)

INDEX

<u>TAB NUMBER</u>	<u>ARTICLE NAME</u>
1	Purpose of the Agreement
2	Recognition, Coverage, No Strikes, No Lockouts
3	Management Functions and Scope of the Agreement
4	Dues Check Off
5	Union Representation
6	Grievance Procedure
7	Arbitration
8	Work Shifts
9	Work Breaks
10	Pay Period
11	Bereavement Leave
12	Jury Duty and Crown Witnesses
13	Union Bulletin Board
14	Job & Plant Safety
15	Parking
16	Lunch Rooms and Washrooms
17	General Holidays
18	Annual Vacations
19	Seniority
20	Job Bid and Temporary Job Transfers

21	Wages
22	Program of Insurance Benefits
23	Tools
24	General Conditions
25	Team Captain
26	Duration and Modification of the Agreement
27	Elimination of a Classification

LETTERS OF UNDERSTANDING

- (i) Training
- (ii) Drug Cards
- (iii) Repayment of Monies Advanced
 - (a) Authorization to Deduct From Wages
- (iv) Return to **Work** Protocol

SCHEDULES

- (i) Schedule A
Job Classification and Rates
- (ii) Schedule B-1
Rate of Progression by Classification
Effective September 2, 1997
- (iii) Schedule B-2
Rate of Progression by Classification
Effective September 7, 1998
- (iv) Schedule B-3
Rate of Progression by Classification
Effective September 6, 1999

THIS AGREEMENT made and entered into at Ottawa as of the ____ day of April, 1998, between Sims Manufacturing Canada Ltd., Long Sault, Ontario (hereinafter referred to as the “Company”) and the Teamsters, Local 91 (hereinafter referred to as the “Union”).

Article 1

PURPOSE OF AGREEMENT

- 1.01 The Company and the Union each represent that the purpose and intent of this Agreement is to promote co-operation and harmony, to recognize mutual interests, to provide a channel through which information and problems may be transmitted from one to the other to formulate rules to govern the relationship between the Company and the Union, to promote efficiency and service and to set forth herein the basic agreements and understanding covering rates of pay, hours of work, grievance procedure(s) and conditions of employment.
- 1.02 The Union recognizes the responsibilities imposed on it as the exclusive bargaining agent for the employees defined in Article 2.01 and realizes that in order for the Company to provide maximum opportunities for continuing employment, good working conditions and pay, the Company must be in a strong competitive position, which means it must produce at the lowest possible cost, consistent with fair labour costs. The Union and its members, therefore, agree that they will co-operate with the Company and support its efforts to assure a full day's work on the part of its members; that they actively will combat absenteeism and any other practice which restricts production. They further agree that they will support the Company in its efforts to eliminate waste in production and throughout the Plant, conserve materials and supplies, improve the quality of work, prevent accidents and strengthen good will between the Company, the employees, the customers and the public.
- 1.03 The Company and the Union agree that this document embodies all agreements that exist between them and that any term, condition or matter affecting Company - Employee relations, not specifically relinquished or released in these contracts, is hereby reserved and exclusively vested in the Company. Nothing in this Agreement shall be construed as constituting an acknowledgement by the Company that any **work**, operation of any equipment or machinery, or use of any tools is or may become the exclusive right of any employee or classification of employees represented by this Union, except as provided in Article 20.09 herein.

Article 2

RECOGNITION, COVERAGE, NO STRIKES, NO LOCKOUTS

- 2.01 As a result of and pursuant to an election conducted by the Ontario Labour Relations Board on March 22, 1978, the Company recognizes the Union as the sole and exclusive bargaining agent for:

All employees of Sims Manufacturing Canada Ltd. working in its operation at Long Sault, Ontario, save and except foremen, those above the rank of foreman, office and sales staff, persons regularly employed for not more than 24 hours per week and students employed during the school vacation period, and as such unit is limited and defined by the

Certification of the Ontario Labour Relations Board in File No. 1645-77-R, dated March 31, 1978.

- 2.02 It is agreed and understood that the above recognition acknowledges and satisfies the representation rights of the Union as the sole and exclusive bargaining agent for the above-defined employees, The recognition herein granted conveys no rights, expressed or implied, to the Union or any employees, other than the right of such of the Company's employees as may be, from time to time, within the above-defined bargaining unit to be represented by the Union as and to the extent specifically provided by the *Ontario Labour Relations Act*, as amended; the recognition herein granted to the Union refers only to its right to represent the above defined group of Company's employees who may be engaged in bargaining unit work at the existing facility at Long Sault, Ontario.
- 2.03 The word "employee" or "employee?" wherever used in this Agreement shall mean any or all of the employees in the bargaining unit as defined above, unless the content otherwise provides.
- 2.04 The Company agrees not to enter into any agreement or contract with its employees, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement.
- 2.05 It is agreed that there shall be no strike, walkout, refusal to report for work or other interruption of work, by the Union, or any employee during the term of **this** Agreement. It is agreed that there shall be no lock-outs by the Company during the period of this Agreement.
- 2.06 In the event that in violation of the provisions of the preceding paragraph 2.05 a strike, walkout, refusal to report for work, or other interruption of work shall occur in the Company, the Union shall not be subject to financial liability for such violation provided that the Union immediately after the beginning of such violation shall have (1) disavowed any part in such action and its officers shall order any and all employees participating in such action to return to **work** immediately; and (2) all stewards shall report to work in the Company **as** scheduled. Any employee participating in such violation shall be subject to immediate discharge or other disciplinary action, such discharge or other disciplinary action shall not be subject to the Grievance and Arbitration Procedure except **as** to the fact of such participation or withholding of services. In the event that the Arbitrator determines that an employee did not participate in any such work stoppage or did not withhold services, he/she shall have the remedial power set forth in paragraph 6.07 hereof
- 2.07 Persons outside of the bargaining unit shall not perform work on a job normally performed by bargaining unit employees: provided, however, that this provision shall not be construed as to prohibit staff personnel from performing the following types of work:

- (a) in emergencies or in cases arising out of unforeseen circumstances;
- (b) in the instruction or training of employees;
- (c) in checking operation or to overcome mechanical or related difficulties;
- (d) in cases of employee absenteeism;
- (e) when such performance is relatively minor in time involved or relatively insignificant in effect on work available in the bargaining unit; or
- (f) in connection with technical, production or engineering tests, or in developmental or experimental activities or new products or processes (or);
- (g) involving the occasional movement of tools or work pieces and products.

Nothing herein contained shall alter any present practices at the Plant wherein supervisory personnel do perform some bargaining unit work.

Article 3

MANAGEMENT FUNCTIONS AND SCOPE OF AGREEMENT

- 3.01 The right to manage the business in all respects, to determine policy matters from time to time, and to operate the Plant and direct the employees, including the right to make and enforce fair and reasonable rules governing efficiency, safety and other working conditions; the right to hire, promote, transfer within the Plant, in accordance with the provisions of this Agreement, lay off, suspend or discharge for just cause; the right to assign to jobs; to increase, decrease and determine the size and make-up of the working force; the right to change or reschedule working hours or days; the right to contract out work and determine the number, location and relocation of any Plants; the movement and interchange of work and equipment between Plants; the right to determine products to be handled, produced or manufactured, the right to schedule production and establish methods, processes and means of production or handling, and the right to establish reasonable standards of quantity and the right to establish standards of quality are rights vested exclusively in the management of the Company.

These enumerated functions of management are not all inclusive but indicate the type of matters or rights which are retained rights of the Company. Any rights or authority the Company had prior to the signing of a Union agreement are retained by the Company, except those rights which are specifically and explicitly modified by the express provisions of this Agreement.

3.02 It is agreed that all employees shall make an honest and conscientious effort to eliminate waste and increase the efficiency of service to the public. Elimination of waste, among other things, specifically means reducing breakage and spoilage, care of equipment, minimum amount of time wasted and careful and economical use of materials. It is further agreed that a constant increase in the efficiency of service is necessary to the healthful growth of the Company and to maintain a proper competitive position of the Company throughout the industry. Increase in efficiency of service to the customer means, among other things, co-operative effort toward finding easier, better and faster ways of performing operations and the ready acceptance of higher service standards due to the improvements of operations or methods.

**Article 4
DUES CHECKOFF**

4.01 The Union agrees that there will be no intimidation or coercion exercised or practised by any of its members or representatives.

4.02 Any employee covered by this Agreement, as a condition of employment, shall, at the time he/she is placed on the Company payroll, be required to authorize the Company, in writing, on copies of the Form set out below, to deduct the regular monthly Union Dues from his/her pay. Such dues shall be deducted from the last pay period of each calendar month and will be forwarded to the Union not later than the fifteenth (15th) day of the following month.

Where an employee does not have any pay accumulated to his/her credit when the deduction is made, the amount will be deducted in any succeeding month when the employee has sufficient pay accumulated to his/her credit.

4.03 New employees shall, as a condition of employment, on completion of their probationary period, be required to authorize the deduction of the Union initiation fee from their pay, which shall be done on an Application for Membership Form provided by the Union. Such Form will be returned to the Union along with the next regular Union dues check-off

4.04 Authorization for deduction of Union dues shall be made on copies of the following Form:

"I, _____, hereby authorize Sims Manufacturing Canada Ltd., to deduct from wages due me, my Initiation Fee, Monthly Dues, the amount of which will be equal to the dues of the Local Union, and arrears of dues and remit same in accordance with the terms of the Collective Agreement.

Signed: _____

Witness: _____

- 4.05 The Union will save the Company harmless from any and all claims which may be made by employees against the Company for amounts deducted from pay as provided in this Article. The Union will refund directly to any employee any monies deducted in error along with confirmation of such refund to the Company.
- 4.06 The Company will show the amount of dues deduction on any employee's T-4 Form for income tax purposes.

Article 5
UNION REPRESENTATION

- 5.01 (a) The Union shall have the right to appoint or elect up to four **(4)** stewards, one (1) of whom will be the Chief Steward.
- (b) The Union may temporarily replace a Union Steward including the Chief Steward, if the Steward is off on holidays, sickness and the like.
- (c) The Chief Steward (or his/her replacement) will normally present to the Company matters that are to be brought to the Company's attention.

Notwithstanding the above, any Union Steward is authorized to present directly to the Company matters that require the Company's attention, although it is understood that the Union Steward(s) shall operate through the Chief Steward on matters pertaining to grievances.

- (d) The Chief Steward will be supplied, on a monthly basis, with a list showing the names of part-time and student employees who have worked during the month.
- 5.02 The Union shall **notify** the Company of the names of the Shop Stewards before the Company shall be required to recognize them.
- 5.03 It is understood that the Shop Stewards have their regular work to perform and that if it is necessary to service a grievance during working hours, they will not leave their work without notifying their supervisor and securing prior approval therefore which approval will not be unreasonably withheld. When resuming their regular **work**, they will report to the supervisor. It is understood that the Company shall pay for any time used by the Shop Steward in servicing grievances or in connection with Grievance Procedure(s) during working hours where prior approval has been secured. If the Company, for its convenience or for production needs, shall schedule a meeting hereunder following the end of a **shift**, the Company agrees to pay the Shop Steward who is required to remain for the time spent in attendance at such meeting. Such compensation shall be at regular straight time rates and shall not be computed in determining overtime compensation.

- 5.04 With prior approval of the supervisor, which approval will not be unreasonably withheld, it is agreed that an employee having a grievance shall have the right to discuss the same with his/her Shop Steward for a reasonable length of time during working hours.
- 5.05 The Chief Steward designated by the Union shall not be laid off provided there is bargaining unit **work** that he/she is capable of performing and the Plant is open for production.

Article 6
GRIEVANCE PROCEDURE

- 6.01 The parties to this Agreement are agreed that it is of the utmost importance to adjust complaints and grievances as quickly as possible.
- 6.02 Grievances shall be adjusted and settled as follows:

Step 1

The aggrieved employee, shall orally present to the Foreman the matter complained of, and endeavour to arrive at a settlement. The grievor may be accompanied by a Union Steward or another employee, if he/she so requests. In the event no satisfactory settlement is arrived at, then;

Step 2

The grievance shall be reduced to writing and must be submitted to the Foreman within three (3) working days of the event giving rise to the grievance. The Foreman shall meet with the Union Steward and discuss the written grievance. The Steward may be accompanied by the grievor. The Foreman shall render his/her decision within three (3) working days thereafter and if that decision is not satisfactory then the next step in the Grievance Procedure may be taken within three (3) working days of the receipt of the Company's decision at Step 2. In the event the regular Foreman is not available and the Company has not designated an authorized alternate, the grievance may be automatically processed at Step 3 herein.

Step 3

The Steward shall request the appropriate Superintendent or his/her designate to meet with the Steward to discuss the grievance. At the request of either party, the grievor may be present. The appropriate Superintendent shall render his/her decision within three (3) working days thereafter and if that decision is not satisfactory then the next step in the Grievance Procedure may be taken.

Step 4

The Steward shall request the Plant Manager or his/her designate to arrange a meeting with the Business Agent of the Local Union and such meeting shall be arranged as quickly as possible. The meeting **shall** also be attended by the Union Steward, and if deemed necessary by either party, the grievor. The Company shall render its decision within five (5) working days of such meeting.

Grievances which are not resolved through the process set out in this section, may be submitted to Arbitration within thirty (30) calendar days from the date of the Company's reply at Step 4, except where extended by mutual agreement.

- 6.03 Any complaint, difference or dispute arising directly between the Company and the Union, shall be reduced to writing and shall commence at Step 4.
- 6.04 **Any** grievance concerning or affecting a group of employees shall commence with a written grievance and commence at Step 3.
- 6.05 Settlement of the grievance shall be in writing, with copies thereof retained by both parties, and the participating representatives of the Company and of the Union in each step of the Grievance Procedure are hereby fully empowered to bind the parties with respect to the settlement of the grievance, but no settlement shall operate as a change, modification or addition to this Agreement, nor constitute a precedent for future cases.
- 6.06 It is understood that the Grievance Procedure applies to all employees. A claim by an employee that he/she was unjustly discharged shall be treated as a grievance and shall commence at Step 4 of the Grievance Procedure if a written statement of such grievance is lodged with the appropriate superintendent or his/her designate within three (3) Plant working days from the time the discharge was known to the grievor. Such special grievance may be settled under the Grievance Procedure by:
- (a) confirming the Company's action in dismissing the employee;
 - (b) reinstating the employee with full compensation for the time lost, or;
 - (c) by any other arrangement which may be deemed just and equitable in the opinion of the parties or of an arbitrator.
- 6.07 In determining any grievance arising out of discipline, the Arbitrator may dispose of the grievance by affirming the Company's action and dismissing the grievance, or, by setting aside the disciplinary action involved and restoring the grievor to his/her former position with or without full or partial compensation, or in such other manner as may, in the opinion of the arbitration board, be justified.

- 6.08 (a) At the request of the employee(s) affected and provided the Steward on duty is available, the Steward may be present when any employee is suspended, dismissed, or is otherwise being disciplined, when the disciplinary action will be recorded in the employee's Personnel File. If no Steward is available, another bargaining unit employee of his/her choice who is then at work, may substitute.
- (b) If the Steward is not present in accordance with paragraph (a) above, the Company will promptly inform the Steward on duty of any disciplinary action taken that is to be recorded in the Employee's Personnel File.
- 6.09 In no event shall any disposition or award upon any grievance be made retroactive for any period prior to the date giving rise to the grievance. **Any** meetings held with respect to grievances shall be arranged at such times as to least interfere with production.

Article 7
ARBITRATION

- 7.01 When either party requests that a dispute be submitted to a single arbitrator, it shall notify the other party by registered mail, including the names of three (3) proposed arbitrators. (This will in no way restrict either party from applying for expedited arbitration as per the *Labour Relations Act*),

The other party shall respond within fifteen (15) calendar days after the receipt of the request for arbitration, with the name of the individual that the party has selected from the list provided, or three (3) alternative arbitrators.

If the party requesting arbitration does not agree to any of the names proposed by the other party, the matter shall be referred within fifteen (15) calendar days of receipt of the responding party's list of proposed arbitrators to the Ministry of Labour for appointment of an arbitrator by the Ministry.

- 7.02 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 7.03 No matter may be submitted to arbitration which has not been properly carried through the proper steps of the Grievance Procedure.
- 7.04 No Arbitrator shall go beyond the interpretation and/or application of this Agreement or the obligation of the parties under this Agreement. It shall in no way be construed that the Arbitrator has the power to add to, subtract from or modify in any way, the terms of this Agreement.

- 7.05 The Arbitrator shall hear and determine the difference or allegation and shall issue a decision, and the decision shall be final and binding upon the parties and upon any employee affected by it. Both parties agree to comply with the Arbitrator's decision as promptly as possible.
- 7.06 The parties agree to share equally the fees and related expenses of the single arbitrator.
- 7.07 If a grievance settlement or arbitrator's decision provides for retroactivity, it is agreed that retroactivity may extend back to the date of the occurrence giving rise to the grievance, except as may be otherwise provided in the decision of the Arbitrator. Should back pay be awarded, credit shall be given, however, for the earnings during said period, as well as insurance and unemployment payments, except insofar as the *Unemployment Insurance Act* and Regulations thereunder shall require payment by the Company and/or the employee to the Receiver General as repayment of an overpayment of benefit.
- 7.08 Except by agreement of the parties, no more than one (1) grievance shall be submitted to the Arbitrator at any one time for decision unless the issue to be decided is common to all grievances being submitted.

Article 8
WORK SHIFTS

- 8.01 (a) **Day Shifts**
6:00 a.m. to 2:30 p.m.;
7:30 a.m. to 4:00 p.m.; and
8:00 a.m. to 4:00 p.m. are considered "Day Shifts"
- (b) **Afternoon Shifts**
2:30 p.m. to 11:30 p.m.;
2:30 p.m. to 1:00 a.m.; and
4:00 p.m. to 12:00 Midnight are considered "Afternoon Shifts"
- (c) **Night Shifts**
12:00 Midnight to 8:00 a.m. is the "Night Shift"
- (d) The Company agrees not to establish daily hours of work in excess of ten (10) hours per day.
- (e) The rotation does not apply during Plant shutdowns. The rotation ceases during Plant shutdowns and resumes upon the re-opening of the Plant.

There shall be a one-half hour (.5) unpaid meal break when one or two (1 or 2) shifts are operating in the Plant. There shall be a twenty (20) minute paid meal break when three (3) shifts are operating in the Plant.

- 8.02 The Company, upon advance notice to the Union, may vary the starting and finishing times to meet business needs for production requirements in accordance with this paragraph. Nothing herein shall restrict the Company from adding or deleting shifts. The parties agree that different employees and/or departments may be working different shift patterns.

However, in all cases, except where the shift schedules are changed for a period of seven (7) calendar days or less because of extraordinary or emergency circumstances, the shift patterns shall be in accordance with the shifts indicated in this Agreement and any changes thereto shall be subject to the mutual agreement of the Company and the Union. In the event the parties are unable to mutually agree on such changes, then the shifts indicated in this Agreement shall apply.

- 8.03 (a) Overtime opportunities shall be on a voluntary basis, save and except when no one volunteers to do the overtime, then the Company may assign the overtime on a reverse seniority basis to the individual who is qualified and able to perform the required work.
- (b) Overtime will be paid at the time and one half (1.5) the employee's regular rate of pay for all work performed after the employee's scheduled hours of work on any regular work day, except where the employee volunteers to stay and the Company agrees to making up the hours the employee missed during the day.

Overtime will be paid at the rate of time and one half (1.5) the employee's regular rate of pay for all work performed prior to an employee's regular scheduled work shift provided that such employee works his/her full regularly scheduled number of hours after the overtime. If the employee does not work his/her full shift following the overtime, the employee shall receive straight time for the hours worked prior to the commencement of his/her regular shift. This provision applies to all "call-in" or pre-scheduled overtime.

For Example:

The employee is scheduled to commence his/her shift at 6:00 a.m. but is pre-scheduled to work at 4:00 a.m. The employee works until 1:30. The employee has, in this case, worked a total of nine (9) hours; eight (8) hours at regular pay and one (1) hour at time and one-half (1.5).

Further Example:

The employee is scheduled to work his/her regular shift commencing at 6:00 a.m. but is pre-scheduled to start at 4:00 a.m. and to complete his/her regular shift at 2:30 p.m. The employee has, in this case, worked eight (8) hours at regular pay and two (2) hours at time and one-half (1.5).

The same applies to overtime worked immediately following the end of the employee's shift.

(Afternoon Shifts)

Overtime will be paid at the rate of time and one-half (1.5) the employee's regular rate of pay for all work performed on Friday or Saturday, as the case may be, irrespective of the number of hours worked in the payroll week in question, provided the employee has worked his/her last scheduled shift prior to the Friday or Saturday overtime. **An** employee who has not worked his/her last scheduled shift prior to the Friday or Saturday, will not be available to work the overtime.

(Night Shifts)

Night Shift employees do not have a scheduled day for overtime until they rotate into the day or *afternoon* shifts.

- (c) Overtime will be paid at twice (2x) the employee's regular rate of pay for all work performed on a Sunday or a General Holiday, in addition to the Holiday Pay, irrespective of the number of hours worked in the payroll week in question. In order to qualify for Holiday Pay, the employee must be in compliance with Article 17.01.
- (d) Nothing herein will preclude the Company from scheduling or requiring mandatory overtime in the event of an accident or emergency in accordance with the Ontario *Employment Standards Act*.
- (e) If the Company requires work on a Friday for the afternoon shifts, Saturday for day shifts and/or Sunday **and** General Holidays, it agrees that a minimum of five (5) hours work will be scheduled. This shall constitute a minimum of five (5) hours Reporting Pay Guarantee at the employee's applicable wage rate unless no work is available for the employee because of the employee's incapacity to work, normal disaster, machine or equipment breakdown, shortages of materials caused by internal or external deliveries, by a customer schedule change or by other unforeseeable circumstances.

The five (5) hour Reporting Pay Guarantee does not apply in the event that an employee called in for pre-scheduled overtime when the individual scheduled did not show. In such cases, the employee called to replace a "noshow" will be guaranteed three (3) hours work, with pay, with the exception of maintenance employees, who shall be guaranteed two (2) hours work, with pay.

An employee who is prescheduled to work overtime must agree to work the full five (5) hour period before accepting the overtime, otherwise the Company may offer the overtime to the next most senior employee by seniority as provided for in Article 8.04.

In the event that there is not sufficient work lasting five (5) hours in the employee's regular classification, the Company may assign any other duties outside of the employee's classification which the employee is qualified and able to do during the balance of the five (5) hour period.

(f) **An** employee shall not be paid both daily and weekly overtime for the same hours worked.

(g) Three (3) ten (10) hour shifts shall be scheduled in a week in which a general holiday falls for employees working the four (4) day, ten (10) hour shift schedule. Overtime at the rate of time and one-half (1 ½) the regular rate of pay shall be paid for hours worked in excess of ten (10) hours per day or thirty (30) hours in the week.

8.04 (a) Scheduled overtime on Friday for the afternoon shift, Saturday for the day shift, Sunday for those employees scheduled to work days the following weeks, Statutory Holidays and call backs, shall be offered in the following manner:

(i) By seniority to those employees regularly working in the classification and department in which the overtime is required, and if no volunteers or not enough are found, then;

(ii) By seniority within the department, provided the employee is qualified and able to perform the work **as** demonstrated by previous satisfactory experience, then;

(iii) By overall seniority within the Plant provided the employee is qualified and able to perform the work **as** demonstrated by previous satisfactory experience; and

(iv) In the event that the experience upon which the employee intends to rely is experience outside of the Company, the employee must provide written confirmation from the employer or educational institute with whom the experience **was** gained, of the ability to perform the duties. In order to qualify for any overtime opportunity, the employee must have worked his/her last scheduled shift immediately prior to the overtime opportunity.

(b) In all cases above, the employee must have worked his/her last full scheduled shift in order to qualify for such overtime. No exceptions will be made.

(c) In cases of overtime required to finish a job, contiguous with an employee's shift, it will be offered to the employee actually working on that job. If the employee declines the overtime, it will be offered in the same order as described in (a) above.

- 8.05 **Call Back Pay.** Any employee, other than maintenance, who is called back to work after having left the premises, shall be guaranteed not less than a minimum of three (3) hours pay at time and one-half (1.5) his/her regular rate of pay. A maintenance employee shall be guaranteed a minimum of two (2) hours pay at time and one-half (1.5) his/her regular rate of pay.
- 8.06 **Reporting Pay.** When an employee reports for work during the regular standard work week at the Company's request, at his/her regular scheduled work time, the employee shall be provided with eight (8) hours, or ten (10) hours work, if the employee is working a ten (10) hour shift schedule, at his/her regular hourly rate unless there shall be no work available for the employee because of the employees incapacity to work, natural disaster, machine or equipment breakdown, shortages of material caused by internal or external deliveries, by a customer schedule change or by other unforeseeable circumstances.
- 8.07 The Company will use its best efforts to provide as much notice as possible of any Christmas shutdown.
- 8.08 In the event overtime is mistakenly assigned, the obligation of the Company is to offer the next available overtime assignment in the Plant, which the employee is qualified and able to do, to the employee who did not properly receive the earlier overtime. If the Company cannot offer another overtime assignment within two (2) weeks of the earlier mistaken overtime assignment without adversely affecting the overtime rights of a more senior employee, the Company shall make the employee whole for his/her lost time.

In the event an employee is subject to more than one (1) lost overtime opportunity in a calendar year, the employee will not be required to replace the overtime by working but will be paid for the lost opportunity.

**Article 9
WORK BREAKS**

- 9.01 A rest period of ten (10) minutes duration will be provided in each half (.5) shift, such rest period will be as close as practicable to the mid-point of the half shift, without loss of pay. *Individuals who work one and one-half (1.5) hours of overtime before or after their regular shift, are entitled to another ten (10) minute rest period without loss of pay.*

**Article 10
PAY PERIOD**

- 10.01 The interval between pay days shall be no longer than one (1) week. The cut off day for the week shall be Saturday night.

- 10.02 Pay day shall be Thursday. The Company will use its best efforts to have all cheques for monies due available to employees by 11:30 a.m. on that day. The Company will use its best efforts to have pay cheques issued in such a manner that **all** employees shall have at least one (1) **full** banking day prior to a Saturday or a General Holiday.

Article 11

BEREAVEMENT LEAVE

- 11.01 In the event of a death in the immediate family, spouse and/or common-law spouse as defined by the *Family Law Act* of Ontario, father, mother, brother, sister, son, daughter, grandfather, grandmother, grandchild(ren), father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law and step-parents and step-children), an employee on request will be granted the necessary time off **up** to three (3) days without loss of pay for attendance at or to make the necessary arrangements for the funeral. It is understood that such time off from regular scheduled work for which compensation is being paid may include, but not extend beyond, the day after burial. Sundays, holidays, vacations or other authorized leaves of absence shall not be considered working days. Additional days without pay¹ may be granted upon request to and approval by the Company. For the purposes of this Article, employees may **only** have one spouse and one set of "*in-laws*" at any time for which entitlement to bereavement leave will be granted. The name of the spouse must be on file with the Company.
- 11.02 The employee must have been regularly scheduled to work on the days for which he/she is absent and being reimbursed.
- 11.03 For the purpose of this Article, employees scheduled to work eight (8) hours on a day in which they are entitled to Bereavement Leave shall receive eight (8) hours at the employee's straight time hourly rate for each day for which compensation is paid. If an employee is scheduled for ten (10) hours **work** on a day to which he/she is entitled to Bereavement Leave, the employee shall receive ten (10) hours pay at the appropriate straight time hourly rate.

Article 12

JURY DUTY AND CROWN WITNESSES

- 12.01 **An** employee who has completed the probationary period and who is required to serve as a juror in Court proceedings or who is subpoenaed as a Crown Witness, will be paid for each day of such absence from work at eight (8) hours of the employee's straight time regular hourly rate of pay, provided he/she turns over to the Company the attendance fees (excluding allowable expenses related thereto) received from the Court for his/her jury duty or appearance as a Crown Witness, and further provided he/she reports for work on any working day he/she is not required to sit on a jury or remain in the courtroom. Such pay shall not exceed a total of thirty (30) calendar days in any calendar year. In the event an employee, otherwise entitled to Jury Duty or Crown Witness reimbursement, shall have been scheduled

for a ten (10) hour day on the day(s) in question, the employee shall receive ten (10) hours at the employee's straight time hourly rate of pay subject to the other requirements of this section.

Article 13
UNION BULLETIN BOARD

- 13.01 A bulletin board will be provided for the posting of Union notices. All notices to be posted shall be signed by an officer of the Union and shall be submitted to the Company for approval before being posted. Such notices shall be of a non-controversial nature and relate to Union meetings, scheduled events, internal Union election dates and locations and the like.

Article 14
JOB & PLANT SAFETY

- 14.01 It is agreed that it is to the mutual advantage of the employees and the Company to maintain the Plant and machinery in a safe condition and to eliminate conditions hazardous to the health and welfare of the employees insofar as is reasonably possible. To that end, the Company agrees to maintain and upgrade, wherever possible, the usual safety devices and equipment and the employees agree to use the said devices and equipment and to abide by all safety regulations. To further these aims, the Company and the Union agree to the establishment of a Joint Health and Safety Committee in accordance with the *Occupational Health and Safety Act* of Ontario, as amended from time to time.
- 14.02 The Company will not require employees to work under conditions contrary to any applicable safety statutes or duly promulgated regulations. The Company further agrees to abide by such regulations as they may affect any employee. In the event an employee is injured on the job and leaves work to secure medical attention, the employee will be compensated for the balance of the work day at his/her regular rate if he/she is unable to return to work. The employee shall be required to provide a medical certificate from his/her treating physician confirming inability to work.
- 14.03 The Company agrees to supply up to three (3) pairs of non-prescription glasses per year to employees who have passed the probationary period. The Company agrees to pay for up to three (3) pairs of industrial safety prescription glasses or lenses to a maximum of one hundred and fifty dollars (\$150.00) per pair for employees who have passed the probationary period. Employees who have not passed the probationary period will be required to purchase his/her own prescription safety glasses. Upon successful completion of the probationary period, the employee will be reimbursed as above.

Employees are required to return to the Company any safety glasses which are no longer acceptable for inspection prior to obtaining a new pair of prescription or non-prescription glasses.

- 14.04 On or about the first week of September each year the Company will pay each full-time employee one hundred and sixty dollars (\$160.00) towards the purchase of safety boots subject to the following: New employees will not be entitled to the boot allowance until he/she has successfully completed the probationary period. Upon successful completion of the probationary period, the employee will be reimbursed as above.

All safety boots purchased by the employee for work purposes must comply with CSA current standards, commonly known as "*Greenshield*". Employees whose safety boots do not meet this minimum standard will not be permitted to work. Two (2) members of the Joint Health and Safety Committee, that being one (1) management representative and one (1) union representative, will have the right to assess whether the employee's safety boots meet minimum standards.

- 14.05 The Company shall supply, at no cost to the employee, safety equipment that it requires including leather welding gloves, leather welding sleeves and full face shields for grinding except as above provided under 14.03 and 14.04.

- 14.06 Machine operators, upon request, shall be supplied aprons.

- 14.07 (a) The Company shall supply uniforms to its employees in the painter and painter helper job classifications. In the event an employee in this classification terminates his/her employment and fails to return leased uniforms, the Company shall have the right to deduct from the employee's final pay cheque any out-of-pocket costs the Company incurs. No employee shall be obligated to use uniforms on an equally shared cost basis if he/she chooses not to.

- (b) The Company shall supply up to two (2) pairs of coveralls per year to employees in the grinder classification to be maintained at the employee's cost.

- (c) The Company shall supply one (1) welding jacket per year to those employees who require such jackets in the performance of their duties. The employee shall not be obligated to use welding jackets, if he/she chooses not to.

- 14.08 The Company shall make available four (4) parkas for use by employees required to work outside in cold or inclement weather.

Article 15 PARKING

- 15.01 The Company agrees to provide a parking area at the Plant where employees may park their vehicles free of charge.

Article 16
LUNCHROOM & WASHROOMS

- 16.01 The Company agrees to provide and maintain, clean, sanitary and adequate appointments with respect to lunchrooms and washrooms.
- 16.02 The Company agrees to allow employees a five (5) minute period prior to lunch time and also to quitting time for wash up purposes at no loss of pay.
- 16.03 The Company agrees to supply to each employee a full size locker in which he/she can adequately store his/her clothes, *etcetera*.

Article 17
GENERAL HOLIDAYS

- 17.01 The days listed below shall be considered as General Holidays. Employees who have completed thirty (30) calendar days and who do not work on these days shall receive eight (8), ten (10) hours pay at their regular straight time rate, provided the employee works the scheduled number of hours on his/her last scheduled shift before and his/her first scheduled shift after the holiday, and provided further he/she shall not be disqualified if he/she is on vacation, certified illness commencing within fourteen (14) days of the scheduled holiday.

New Year's Day	Day following New Year's Day
Good Friday	Victoria Day
Dominion Day	Civic Holiday
Labour Day	Thanksgiving Day
Christmas Day	Boxing Day

In the event an employee would have been scheduled, had there not been a shutdown, to work ten (10) hours on a day on which a General Holiday falls, the employee will be compensated at ten (10) hours pay at the regular straight time rate. The rotation does not apply during shutdowns. The rotation ceases during a Plant Shutdown and resumes upon re-opening of the Plant.

- 17.02 There will be two (2) additional General Holidays to be known as "Floaters" per Contract Year. A new employee and former employees hired as new employees because of loss of seniority as described in Article 19.06, shall have worked six (6) months on the active payroll before being entitled to take such floater. In the case of a laid-off employee who is recalled to work, the employee must have worked at least thirty (30) days or one hundred and sixty (160) hours in the Contract Year to be entitled to the Floaters.
- 17.03 Employee should provide as much notice, as possible, of intent to take a Floater. Allocation will be made on the basis of production needs and seniority.

Article 18
ANNUAL VACATIONS

- 18.01 Employees who have completed their probationary period and who have less than one (1) year's service as of July 1st, will receive one (1) week of vacation with vacation pay to be calculated at the rate of four percent (**4%**) of their gross earnings from their date of hire to June 30th.
- 18.02 Employees who have completed one (1) year of service as of July 1st, shall receive two (2) weeks vacation and vacation pay to be calculated at the rate of four per cent (4%) of their gross annual earnings for the vacation year ended June 30th.
- 18.03 Employees who have completed five (5) years of service as of July 1st shall receive three (3) weeks vacation and vacation pay to be calculated at the rate of **six** per cent (6%) of their gross annual earnings for the vacation year ended June 30th.
- 18.04 Employees who have completed ten (10) years of service as of July 1st shall receive four (4) weeks vacation and vacation pay to be calculated at the rate of eight per cent (**8%**) of their gross annual earnings for the vacation year ended June 30th.
- 18.05 The Company, at its discretion, may close down the Plant or a part thereof. Employees will not be forced to take their vacation during a **full** or partial Plant shutdown. The Company shall provide notice of shutdown dates no later than June 1st of the applicable year.

When a full or partial Plant shutdown is not scheduled, employees will be required to indicate their preferred vacation period on a vacation schedule commencing with the most senior employee in each department on or before June 1st of the calendar in question. The vacation schedule must be returned to management within two (2) calendar weeks, and the final schedule will be posted two (2) calendar weeks later. Anyone wishing to change their vacation period after posting may do so with management approval. No one may exercise his/her seniority to bump the scheduled vacation of a less senior employee in each department once the schedule has been posted.

The vacation schedule shall indicate the maximum numbers of individuals in each classification and department who can be away at one time.

If a shutdown is announced after an employee has **booked** his/her vacations, he/she will have the option of either moving his/her vacation to correspond with the shutdown period or maintaining his/her **booked** vacations, in which case he/she will be available to work, if work **is** available in accordance with his/her seniority or be laid-off during the actual shutdown.

18.06 Vacations over and above the two (2) week period, where applicable, shall be allocated by seniority when requested by a minimum of seven (7) days notice to the Company. In the event a junior employee has provided one (1) month's advance request for a vacation period over and above the two (2) week period, the junior employee cannot be displaced by a senior employee requesting the same or comparable time within the month in question. All vacation schedules **will** be arranged so **as** not to cause interruptions to productions. Vacations must be taken within the year in which it is earned. Any unused vacation will be assigned/scheduled by the Company in the eleventh (11th) month of the *vacation* year.

Employees returning from lay-off will only be required to take vacation with pay and shall not be required to take vacation without pay.

18.07 All vacations normally start on a Friday night and the employee must be back for work the scheduled work day immediately following his/her vacation.

18.08 "*Gross annual earnings*" means the employee's gross earnings in accordance with his/her T-4 Statement of Remuneration Paid.

18.09 If a General Holiday falls within an employee's vacation period, the employee will be granted another day in lieu thereof. In the event the employee wishes to advance or extend his/her vacation period by the General Holiday, the employee shall provide notice at the time of vacation selection. ***In the event the employee decides not to advance or extend his/her vacation period by the General Holiday, then Article 17.03 shall apply as if the day was a Floater.*** The rules governing holiday pay set forth in 17.01 hereof shall apply. The alternate day chosen as a replacement for the General Holiday shall be paid based on the number of hours that the employee would have received had he/she not been on vacation during the period in which the General Holiday fell. In other words, if the employee would have received eight (8) hours pay for the General Holiday, the day substituted as the General Holiday must be an eight (8) hour shift.

Article 19

SENIORITY

19.01 Length of service in the bargaining unit will be the sole determining factor in ascertaining seniority. Seniority will be on a bargaining unit basis in accordance with Article 2. After an employee has acquired seniority under this clause, his/her seniority shall date back to the last day of hiring.

19.02 Effective ~~February~~ 13, 1995, new hire and former employees hired as new hire because of loss of seniority, as described in Article 19.06 of this Agreement, shall be on probation for a period of *sixty* (60) continuous working days from the date of hire with the Company. Those who serve beyond the probationary period will have seniority from last date of hire. Probationary employees may be subject to discipline, discharge, demotion, transfer or layoff

at the sole discretion of the Company. Such discretion should be exercised in a fair and reasonable manner.

- 19.03 (a) In the event of a reduction in the work force, part-time employees and students will be laid off prior to any full-time employee with seniority. If further layoffs are required, the Company will provide seventy-two (72) hours notice, or pay in lieu of notice. The least senior employee, based on Plant-wide seniority in the classification to be reduced, will be removed from the classification. Such employee may choose to be laid off, or to fill an open job or displace the least senior employee based on Plant-wide seniority in any classification in the Plant which he/she is capable of performing based on previous satisfactory experience with the Company, or as otherwise documented, and can satisfactorily perform the requirements of the position within forty (40) hours, except in the case of welding positions where the employee must also satisfactorily pass the required tests before displacing a welding position.

In the event that the welder fails the test, he will not be eligible to retest, unless a vacancy arises, or in the event of a layoff

- (b) Notwithstanding the above, and recognising that certain unforeseen circumstances beyond the control of the Company may come about wherein work is available to be done but that due to natural disasters, mechanical breakdown, shortage of materials caused by internal and external deliveries, by a customer schedule change or any other unforeseen circumstances it cannot immediately proceed, then the following will be apply:
- (1) The Company will attempt to supply alternate work to employees within the Plant;
 - (2) If no alternate work is available, the Company may, for a two (2) day period only, without regard to seniority, place on layoff those affected employees. It is clearly understood that this can only happen after part-time and student employees have been laid off
- (c) In the event of a long-term layoff involving members of the bargaining unit, the Company agrees to meet with Union officials to review the problem jointly if any senior employee or employees will be involuntarily laid off out of seniority. It is agreed that a senior employee can not be laid off out of seniority, within his/her classification, unless the employee declines the opportunity to be cross-trained in his/her classification, in which case, the employee may be subject to lay-off within his/her classification out of seniority. The employee will be provided with an opportunity, once annually, to make an election with respect to the areas in which he/she requests cross-training. The Company may refuse to cross train an employee when the employee is not currently meeting acceptable production standards as set

by the Company and specified to the employee on his/her existing operation and on any operation he/she has been previously cross-trained.

- (1) The employee is not eligible for overtime in the position being cross trained until he/she reaches normal production standards as specified to the employee.
- (2) The employee shall be notified when he/she has met the normal production standard and shall be provided with a Certificate of Accomplishment.

19.04 Employees who have been laid off and who still retain seniority with the Company, will be recalled to work when work becomes available, in order of seniority, subject to the following:

- (1) Employees who are recalled must be able to perform the work required based on previous satisfactory experience with the Company.
- (2) Employees may reject up to three (3) requests for recall, other than to his/her posted home base, after which the employee will remain on lay-off until such time as his/her posted home base position becomes available or seniority rights terminate in accordance with the Collective Agreement. Once the employee has refused the third (3rd) recall, he/she will be advised by registered mail that he/she will now only be recalled once his/her posted home base position becomes available, provided it becomes available before his/her recall rights terminate, as per the Collective Agreement. If at any time an employee is recalled to his/her home base position for **anything** except a temporary assignment of less than three (3) months, the employee must accept the recall or lose his/her seniority and his/her employment shall terminate.
- (3) The employee shall remain in the position to which he/she accepted recall until his/her former position is available, in which case he/she will have to transfer to such position or until he/she is able to transfer into a higher-rated classification in which the employee has previous satisfactory experience with the Company. Once a position in the employee's home base classification becomes available, the employee must return to the position in the home base classification in order of seniority.

Notice of recall will be by telephone call from the Company in the presence of a Union representative. A minimum of two (2) calls will be made in a twenty-four (24) hour period to the employee's last telephone number on file with the Company. Failure to respond within twenty-four (24) hours of the first call will entitle the Company to recall the next individual in order of seniority. Records of each call and/or failure to respond to a call will be placed on the employee's file.

Notice of recall will be posted on the bulletin board as recall for a twenty-four (24) hour period. Anyone who has been recalled from lay-off and who is not in their posted/home base position held prior to layoff may, within such twenty-four (24) hour

period, request a move to such higher paid classification in accordance with their seniority and previous satisfactory experience with the Company, or as otherwise documented.

19.05 Seniority shall terminate when an employee:

- (a) quits for any reason or retires;
- (b) is discharged and is not reinstated through the Grievance Procedure or arbitration;
- (c) has been absent from work on lay off, Workplace Safety and Insurance Board Compensation or approved leave of absence for a continuous period of twenty-four (24) consecutive months; this provision shall not apply to an employee who has been granted a leave of absence pursuant to Article 19.10 hereof; seniority will terminate at the end of such twenty-four (24) consecutive months unless extended by the Company;
- (d) who has been on layoff for a continuous period of less than twenty-four (24) months and who fails to report for work within five (5) working days after being notified by registered mail or by telegram to the last address he/she has recorded with the Company, unless he/she shows that he/she is prevented from reporting by a legitimate sickness or any other cause which is reasonable;
- (e) fails to return to work immediately after the expiration of a leave of absence unless prevent from doing so by illness or other cause which is reasonable in the opinion of the Company;
- (f) gives misleading, erroneous and/or false statements in seeking employment with the Company, or fails through omission to furnish material background facts as sought on application forms in connection with employment and such statements or omissions have been discovered within twenty-four (24) months of employment. This provision shall apply to employees hired on and after the effective date of this Agreement;
- (g) furnishes fraudulent, misleading or erroneous information on an insurance claim, involving the Company, or fails through omission to furnish material facts either as sought on the forms in connection with the illness or injury or which otherwise should be revealed and such statements or omissions have prejudiced the Company;
- (h) accepts other employment during a period of sick or medical leave while receiving Company insurance payments without prior special written permission from the Company.

19.06 Termination of seniority as used herein shall include and mean termination of employment.

19.07 At any time ~~an~~ employee is off ill, sick, or because of being injured in an accident, for a period of more than three (3) days, the employee may be required to furnish the Company proof of illness signed by his/her own doctor. A Company physician may immediately, prior to the employee returning to work, certify ability to work on his/her regular job in writing to the Company in which case, the Company shall pay for the cost of medical examination. The Company, at its expense, may require a medical examination of an employee on the active payroll by a Company physician.

Notwithstanding the above, the Company shall have the right to require a Medical Certificate in cases of patterned or chronic absenteeism or in cases where the number of incidents of absence is excessive.

19.08 (a) *An employee who had been **promoted** to an administrative or supervisory position before January 30, 1995, shall in **case** he/she is returned to **his/her former** position in the bargaining unit, retain his/her accumulated seniority and shall continue to accumulate seniority for a period of up to ~~six~~ (6) months while outside the unit providing the employee returns to the bargaining unit within the ~~six~~ (6) month period. If the employee **does** not return to the bargaining unit within such ~~six~~ (6) month period, the employee shall be entitled only to the seniority he/she has accumulated up to the time of his/her leaving the unit, except for purposes ~~of~~ vacation entitlement and Vacation Pay; in such a case, the employee shall be credited with total continuous service.*

(b) *An employee who is promoted to **an** administrative or supervisory position after January 30, 1995, who returns to his/her former position in the bargaining unit, shall accumulate seniority while out ~~of~~ the unit for a period of up to ~~six~~ (6) months provided the employee returns to the bargaining unit within the ~~six~~ (6) month period. If the employee does not return to the bargaining unit within the ~~six~~ (6) month period, the employee shall lose one (1) year of seniority for each year outside ~~of~~ the bargaining unit until the employee is left with only one (1) year ~~of~~ seniority, then he/she will maintain one (1) year ~~of~~ seniority.*

(c) *The parties agree that an employee who is promoted to an administrative or supervisory position outside the bargaining unit will retain his/her seniority and continue to accumulate seniority under this Agreement for a period of twelve (12) months. After such twelve **(12)** month period, the employee shall have no seniority under this Agreement.*

Should the employee return to the bargaining unit within such twelve (12) month period, he/she must displace the most junior employee in the bargaining unit whose job he has the ability to do.

- (d) *Employees returning to the bargaining unit front administrative or supervisory positions will be entitled to displace the most junior employee in the bargaining unit whose position he/she is qualified and able to perform. The restriction of Article 20.03 will apply to the returning employee.*
- (e) *This Article can only apply once to an employee, for as long as the employee works for the Company, except in the case of lay-off and recall from lay-off:*

19.09 The Company agrees to grant an employee a leave of absence to work for the Teamsters Union for a period not to exceed the length of the Contract. The employee will retain his/her seniority and accumulate additional seniority up to the expiration of the Contract or any extension required under the *Ontario Labour Relations Act*. No more than one (1) employee shall be on any such Union leave of absence at any one time. At any time prior to the expiration of the Contract in which the leave is granted or required extension the employee may give seventy-two (72) hours notice of intent to return and shall have the option to return to his/her former position, if available, and subject to the seniority provisions of this Agreement.

19.10 A seniority list shall be compiled by the Company in January and July of each calendar year. A copy of this list, including names, addresses and telephone numbers, will be provided to the Union Stewards and a separate list, including Social Insurance Numbers, will be provided to the Local Union 91.

Article 20

JOB BID AND TEMPORARY JOB TRANSFERS

20.01 (a) Prior to a position in an existing classification, the most senior employee within the classification and the department in which the primary vacancy occurs, who indicates the desire to transfer to the vacant position, will be entitled to a lateral move to the primary vacancy. No other lateral transfers will be allowed within the same classification and department. The position vacated as a result of the transfer will be posted and selection made in accordance with provisions of Article 20.01(b) of this Agreement.

The individual who accepts the lateral transfer will not be entitled to bid for or transfer to any other position within the bargaining unit for a period of six (6) calendar months.

There shall be no lateral transfers allowed into the following:

- (1) between short arc and spray arc welding;
- (2) press brake;

- (3) Whitney;
- (4) painter; and
- (5) maintenance.

Vacancies in the above-noted classifications shall be posted and filled in accordance with Article 20.01(b) of this Agreement.

The individual who accepts the lateral transfer will be entitled to a familiarization and training period of two (2) shifts in which to demonstrate his/her ability to perform efficiently in the position.

- 20.01 (b) Vacancies in an existing or new classification which are not filled by lateral transfer, shall be posted on the Plant bulletin board for a period of three (3) working days and any employee may make application for such vacancy by placing his/her name on the said notice. The successful bidder will be notified, whenever possible, within two (2) working days following the posting period. Selection will be made on the basis of seniority, except for the following positions: drafting, programming, press brake, general maintenance and painters, in which case selection will be made on the basis of skill, ability and qualification to perform efficiently the work to be done. Where such skills, ability and qualifications are relatively equal, seniority shall govern.

Welders must satisfactorily pass the relevant spray arc or short arc test in order to be the successful candidate in the event of a posting.

The successful bidder in the following positions will have a familiarization period of ten (10) shifts in order to demonstrate aptitude and ability satisfactory to the Company: Press Brake Operator and Maintenance.

The position vacated by the successful bidder shall be filled on a temporary basis at the discretion of the Company for the ten (10) shift period referred to above,

- 20.01 (c) *when no qualified employee applies, the Company may request employees who do not apply to transfer or hire persons from outside the bargaining unit. A vacancy can be filled at the discretion of the Company on a temporary basis. The Company shall provide each successful candidate with the reasonable instruction in the normal requirements of the job. Only the primary vacancy and the vacancy arising on the filling of the primary vacancy shall be posted and any vacancy which may occur as a result of having filled these vacancies may be filled by the Company in its own discretion. However, the Company, prior to hiring a new employee on the day shift, will allow by seniority, an employee on the night shift otherwise qualified to fill the open day shift position.*

20.01 (d) *All vacancies posted will include the following information:*

- (i) classification;*
- (ii) shift(s);*
- (iii) approximate start date*

20.02 The Company will determine the effective dates of all transfers or promotions based upon production requirements.

20.03 **An** employee who accepts a lateral transfer, a job posting or is the successful applicant to a job posting but refuses the job, will be restricted from bidding or transferring to another position for six (6) months, except that employees who accept a position in drafting, programming, press brake, whitney, general maintenance, painting and welding will be restricted from bidding or transferring to another position for twelve (12) months.

20.04 The Company shall have the right to temporarily transfer employees. “*Temporary transfer*”, for the purpose of this Article, shall mean a transfer of not more than thirty (30) calendar days duration.

20.05 If a transfer is to be made in lieu of layoff or to be made to provide an employee with work when the scheduled supply of work on his/her regular job runs out, machinery breakdown or similar reasons, the least senior employee or employees will be transferred first and the employee or employees so transferred shall take the rate of the job to which he/she is or they are transferred commencing at the start of the following work day. A transfer under this paragraph shall not be deemed a temporary transfer for purposes of length of transfer. Any employee transferred hereunder shall meet the requirements of paragraph 19.03(a).

20.06 Except as provided in subsection 20.05, any employee who, at the request of the Company, is temporarily transferred to a position outside of his/her classification for a period exceeding one (1) hour in duration, will receive the greater of his/her regular rate of pay or the rate of pay for the position to which the employee transfers for the duration of the transfer.

20.07 Nothing herein shall preclude the right of the Company to transfer an employee to work on new machinery, experimental **work** and the like, for a period not to exceed forty-five (45) calendar days. Compensation under this paragraph shall be at the rate set forth in Article 20.06.

20.08 By mutual consent of the Company and the Union, a temporary transfer, as defined above, may be extended beyond the duration of the original transfer,

- 20.09 Except as provided for in Article 20.01(b), no employee, unless with his/her consent, shall be removed from his/her job and be required by the Company to work at another job while the regular work the employee was doing would be assigned to some other employee. This provision shall not apply to the transfer of employees for training purposes and/or need to substitute for an employee absent from work. This clause shall not be deemed to vary any of the seniority provisions of the Contract.
- 20.10 The Company agrees to pay an employee with one (1) or more years service who bids into another classification to which he/she is not fully qualified, one (1) pay scale increment less than the job rate pay scale for a period of sixty (60) consecutive working days. At the end of the sixty (60) consecutive working day period, the full job rate pay scale shall apply provided the transferred employee meets the requirements of the job at the end of the sixty (60) consecutive day period.

Article 21

WAGES

- 21.01 *Wages*, as that term is used throughout the Contract, shall mean and be defined as the hourly wage rate of the permanently assigned job classifications, unless otherwise specifically stated.
- 21.02 The Job Classification or Job Titles are attached hereto as Schedule "A" with the prevailing rate for each classification to be effective at the dates set forth therein.
- 21.03 The above classifications (job titles) are listed for the purpose of determining the rates payable to the individuals, if any, who, from time to time, permanently occupy those classifications, and this listing shall not be deemed to constitute any restriction upon the Company's right under Article 3.00 hereof to create or discontinue classifications, to assign and reassign work, and to determine the number and abilities of employees required.
- 21.04 Employees will automatically progress after sixty (60) continuous working days service, after six (6) months continuous service and after one (1) year of continuous service in accordance with Schedules B1, B2 and B3 hereof
- 21.05 A laid-off employee shall have the option of deferring any retroactive payments due hereunder until his/her return to work or the employee can request the retroactive payment prior to such return. The option hereunder shall be subject to any requirements of the *Ontario Employment Standards Act*, as amended, relating to the payment of wages.
- 21.06 In addition to the rates of pay set out in Schedule "A" the Company will pay, effective February 13, 1995, an afternoon shift premium of thirty-five cents (\$0.35) per hour and a night shift premium of forty cents (\$0.40) per hour. Shift premiums shall be included in the calculation of overtime.

Article 22
PROGRAM OF INSURANCE BENEFITS

22.01 The Company agrees to make available to all bargaining unit employees the health and welfare benefits as summarized below. All issues of eligibility, coverage, payments, and benefit amounts shall be determined by the insurer. Recognizing that no two (2) insurance companies may offer identical plans, the Company shall have the right to substitute a different insurance carrier or carriers providing the substituted plan or plans carry forward equivalent or better benefits as in the prior plan or plans. If such substituted plan or plans do not carry forward equivalent or better benefits, then the Company shall consult with the Union and secure the consent of the Union prior to substitution.

The Company will pay one hundred per cent (100%) of the premium cost of the following Benefits:

- (1) Life Insurance;
- (2) Accidental Death or Dismemberment;
- (3) Short Term Disability Insurance;
- (4) Health Care Insurance.

Article 23
TOOLS

23.01 The Company shall supply all the major required tools to any employee whose job function requires them. All employees whose job function utilizes basic tools customarily associated with their trade or job shall furnish the same as a condition of their employment.

Article 24
GENERAL CONDITIONS

24.01 All employees must furnish the Payroll Clerk with a telephone number where the employee may be reached by telephone as well as their address. The employee is responsible for notifying the Payroll Clerk in the event of a change in telephone number or address. The Company will send such change of address to the Union office with the monthly dues.

24.02 If any term or provision of this Agreement is, at any time during the life of this Agreement, in conflict with any applicable valid Federal or Provincial law, such term or provision shall continue in effect only to the extent permitted by such law. When applicable government law nullifies any term or provision contained herein, it shall be considered to have superseded such provision and shall be applicable. If, at any time thereafter, such term or provision is no longer in conflict with any Federal or Provincial law, such term or provision as originally embodied in this Agreement shall be restored in full force and effect.

If any term or provision of this Agreement is or becomes invalid or unenforceable, such invalidity or unenforceability shall not affect or impair any other term or provisions of this Agreement.

- 24.03 This Contract represents complete collective bargaining and full agreement by the parties in respect to rates of pay, wages, hours of employment or other conditions of employment which shall prevail during the term hereof and any matters or subjects not herein covered have been satisfactorily adjusted, compromised or waived by the parties for the life of this Agreement. Moreover, the parties acknowledge that during the negotiations that resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

Therefore, the Company and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and agrees that the other shall not be obliged to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both parties at the time that they negotiated or signed this Agreement. Nothing herein contained shall preclude recourse by either party to the Grievance and Arbitration procedure of the Contract for interpreting the terms as set forth in this Agreement.

- 24.04 All notices required herein shall be by Mail and shall be addressed to the Company as follows:

*Sims Manufacturing Canada Ltd.
P.O. Box 340, Moulinette Road
Long Sault, Ontario K0C 1P0
Attention: General Manager*

- 24.05 All notices to be given to the Union hereunder by the Company or the employees shall be address to the Union as follows:

*Teamsters, Local Union 91
1300 Ages Drive
Ottawa, Ontario K1G 5T4*

- 24.06 The parties shall appoint a Joint Consultation Committee consisting of two (2) employee representatives and two (2) management representatives. The Committee shall meet at mutually agreeable times, at least three (3) times per year, to discuss issues of concern in the workplace which affect the employees and which fall outside of the Collective Agreement. The Committee shall have the power to make recommendations to the Company with respect to issues falling outside the Collective Agreement and the Grievance Process.

Article 25**TEAM CAPTAIN**

- 25.01 A Team Captain is an hourly paid bargaining unit employee who, in the absence of the foreman from his/her department, or at the request of the foreman, has the added responsibility of carrying out duties which he/she is required to perform. These duties include: directing the **work** of others, coordinating materials, supplies and responding to the operational requirements of the job.
- 25.02 A Team Captain shall not have authority to hire, fire, discipline or otherwise penalize any bargaining unit employees.
- 25.03 A **Team** Captain shall not enjoy any preferential treatment, except the hourly premium described in subsection 25.04 below and is subject to the same requirements as all other bargaining unit employees.
- 25.04 A Team Captain shall be paid an hourly premium of fifteen cents (\$0.15) per hour when a foreman is in the Plant and thirty cents (\$0.30) per hour when a foreman is outside the Plant.
- 25.05 The group shall, by secret ballot vote, determine the Team Captain. Each team shall determine the length of service that the Team Captain will serve, such period not to be less than six (6) months unless the parties agree otherwise. The Company reserves the right to determine the number of Team Captains that may be necessary, as well as the composition of the Teams.

Article 26**DURATION AND MODIFICATION OF THE AGREEMENT**

- 26.01 This Agreement shall continue in effect for three (3) years, from midnight September 4, 1997 through to midnight August 31, 2000, and shall continue in effect thereafter, unless either party notifies the other in writing within the period of ninety (90) days before the Agreement ceases to operate.
- 26.02 Negotiations shall begin within fifteen (15) days following notification for amendment of this Agreement or the making of a new Agreement prior to the current expiration date. This Agreement shall continue in full force and effect until a new Agreement is signed between the parties or until conciliation proceedings as prescribed under the *Ontario Labour Relations Act* have been completed, whichever date should first occur.


Article 27

ELIMINATION OF A CLASSIFICATION

- 27.01 When a classification is eliminated, the employees in the classification to be eliminated will have the opportunity to bump into another classification in the bargaining unit if he/she is senior to the person in the classification whom he/she wishes to bump, subject to the following:
- 27.02 Employees may not bump into the following “*protected*” classifications in accordance with his/her seniority:
- Drafting
 - Programming
 - Welding
 - Press Brake
 - Painting
 - Maintenance
- 27.03 In the event the employee has past experience in a protected classification listed above, the employee will have the opportunity to bump into such classification and to demonstrate his/her ability following a retraining period.
- 27.04 Upon successful completion of the training or retraining period in the classification, the classification for which the employee bumps shall become the employee’s home base. The Employer retains the right to determine training requirements in accordance with the individual circumstances.
- 27.05 With the exception of welding positions, the employee may only bump into one (1) classification to be trained when the position is eliminated. If not successful after the training period, the employee will be laid off, after which he/she may be recalled to a position which he/she is qualified and able to do or for retraining in a different position in accordance with his/her seniority. If not successful in the position, the employee will again be laid off. If an employee fails the Welding Test in the elimination of a classification situation, the employee will be allowed to bump into one (1) other classification to be trained. If the employee is not successful in the training period, he/she **will** be laid off as above. It is understood that the employee will take the Welding Test on the first (1st) day that he/she bumps into the welding position.

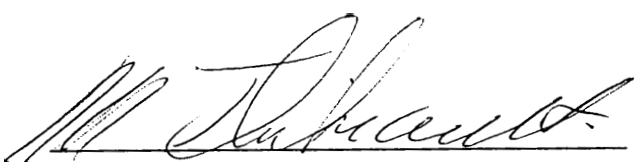
SIGNED IN CORNWALL, on the 01 day of JUNE, 1998.

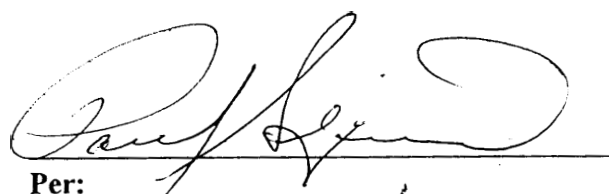
FOR THE EMPLOYER


Per: _____

FOR THE UNION


Per: _____


Per: _____


Per: _____

Per: _____


Per: _____

Per: _____

Per: _____

LETTER OF UNDERSTANDING

RE: TRAINING

The parties are committed to the establishment of an Employee Training and Education Program that will result in a more qualified and skilled workforce. To this end, the parties agree to the establishment of a Joint Training and Education Committee to consist of three (3) representatives of Management and three (3) representatives of the bargaining unit. The Committee will be chaired by a third party chair competent in the area of Human Resources, Training and Development, to be paid for by the Company. Initially, the Chair will be Dave McFaddon, unless otherwise mutually agreed.

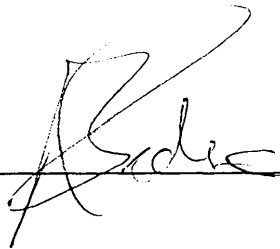
The parties will meet and mutually decide their own terms of reference within thirty (30) days of signing of the Collective Agreement. The Committee will have the power to make recommendations regarding issues with respect to training and development to the President of the Company for his approval.

CORNWALL, Dated this 01 day of JUNE, 1998.

FOR THE EMPLOYER

FOR THE UNION

Per:



Per:



LETTER OF UNDERSTANDING

RE: DRUGCARDS


Drug Cards will be issued to **all** employees eligible for prescription drug benefits. A listing of pharmacies where such cards are accepted **will** be provided.

The benefit will continue to be provided on an eighty / twenty percent (80% / 20%) cost-shared basis.

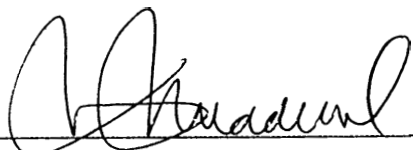
Dated at CONCORD, this 01 day of JUNE, 1998.

FOR THE EMPLOYER

FOR THE UNION



Per:



Per:

LETTER OF UNDERSTANDING

RE: REPAYMENT OF MONIES ADVANCED

The parties ~~agree~~ ~~that~~ employees who were advanced monies during the Ice Storm in January 1998, **shall** have the option of

(A) Signing an "*Authorization to Deduct from Wages*" in the form agreed to. Such deductions will take effect over the twelve (12) week period immediately following the individual employee's return to work following the cessation of the Strike.

OR

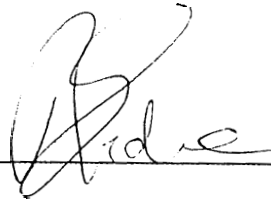
(B) Any overtime ~~that~~ the individual employee works in the period following the cessation of the Strike shall be credited on an hour for hour basis against the amount ~~paying~~ for monies advanced during the Ice Storm of January 1998.

Dated at ORNWALL, this 01 day of JUNE, 1998.

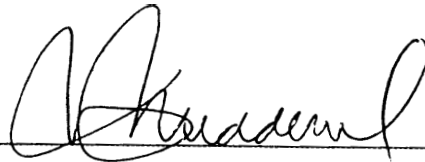
FOR THE EMPLOYER

FOR THE UNION

Per:



Per:



**Authorization should be placed
on Company Letterhead**

AUTHORIZATION TO DEDUCT FROM W A G E

1. As permitted by s.12(1) of Regulation 327 and s.14(1)(c) of Regulation 325 R.R.O. 1990 of the *Employment Standards Act* of Ontario, as amended from time to time, I hereby authorize and direct **Sims Manufacturing** Canada Ltd. (“the Company”) to deduct **from** my wages, the amount of _____ dollars (\$ _____) owed to the Company as a result of the advance payment of wages during the shutdown caused by the Ice Storm in January 1998.
2. I authorize the Company to deduct **from** each of the payments following the execution of this Authorization the amount of _____ dollars (\$ _____).
3. I understand and agree that if I cease receiving wages from the Company for any reason whatsoever, including by reason of my resignation or termination of my employment by the Company, prior to the repayment of the full _____ dollars (\$ _____), the Company may deduct the balance owing from any wages owing to me. If there is not sufficient wages from which to deduct the amount **owing**, the remainder owed **will** be due and payable within seven (7) calendar days of the date upon which entitlement to salary ceases.
4. The term “wages” as defined in this Authorization, is as defined in section 1 of the *Employment Standards Act* of Ontario, as amended from time to time.

Employee

Date of Signature

Witness

Date of Signature

cc: Teamsters, Local 91

LETTER OF UNDERSTANDING**RE: RETURN TO WORK PROTOCOL**

The parties agree that, for purposes of return to work, individuals will be returned to work in accordance with the chart provided to the Union previously and those employees listed on the chart, **will** be scheduled to return to the Plant in the initial two (2) working day period following the cessation of the strike. The parties agree that the seventy-two (72) hours **of** notice **as** required by section 19.03(a) do not **apply** in the circumstances of return to work following the strike.

Dated at OSWAL, this 01 day of JUNE, 1998.

FOR THE EMPLOYER**FOR THE UNION**

Per: _____



Per: _____



SCHEDULE A
JOB CLASSIFICATION AND RATES

CLASSIFICATION	Effective 09/02/97 YR 1 (retro)	Effective 09/06/98 YR 2	Effective 09/05/99 YR 3
Engineering Department			
Draftsman	15.96	16.26	16.61
Draftsman helper	14.97	15.27	15.62
Programmer	15.70	16.00	16.35
Programmer helper	14.97	15.27	15.62
Fabrication Department			
Whitney CNC operator	15.08	15.38	15.73
Press Brake Operator	14.97	15.27	15.62
Misc. Machine Operator	14.83	15.13	15.48
General Labourer	14.39	14.69	15.04
Weld / Grind Department			
Spray Arc Welder	15.23	15.53	15.88
Final Ass'y Short Arc Welder	14.97	15.27	15.62
Pre-Ass'y Short Arc Welder	14.92	15.22	15.57
Grinder	14.46	14.76	15.11
General Labourer	14.39	14.69	15.04
Wash / Paint Department			
Touch Up painter	14.83	15.27	15.62
Painting Prep Person	14.46	15.13	15.48
Washer-Caulker	14.46	14.76	15.11
General Labourer	14.39	14.76	15.11
General Classifications			
Maintenance	15.08	15.38	15.73
Stock-Receiving	14.83	15.13	15.48
Material handler / Parts Expdtr	14.83	15.13	15.48
Forklift Operator	14.46	14.76	15.11
Maintenance Helper	14.39	14.69	15.04
Assembly Department			
Final Assembler	14.46	14.76	15.11
General Labourer	14.39	14.69	15.04

SCHEDULE B-1
RATE OF PROGRESSION BY CLASSIFICATION

EFFECTIVE - SEPTEMBER 2, 1997

CLASSIFICATION	Start Rate	After 60 Work Days	After 6 Months	After 12 Months
Draftsman	10.75	13.15	14.30	15.96
Programmer	10.75	13.20	14.15	15.70
Maintenance	10.75	13.03	13.85	15.08
Press Brake Operator	10.75	13.03	13.85	14.97
Painter	10.75	13.03	13.85	14.97
Spray Arc Welder	10.75	13.28	14.12	15.23
Whitney CNC operator	10.75	13.03	13.85	15.08
Final Ass'y Short Arc Welder	10.75	13.03	13.85	14.97
Draftsman helper	10.75	13.03	13.85	14.97
Programmer helper	10.75	13.03	13.85	14.97
Pre-Ass'y Short Arc Welder	10.75	13.03	13.85	14.92
Touch Up painter	10.75	12.88	13.70	14.83
Misc. Machine Operator	10.75	12.88	13.70	14.83
Stock-Receiving	10.75	12.88	13.70	14.83
Material handler / Parts Expdtr	10.75	12.88	13.70	14.83
Painting Prep Person	10.75	12.84	13.50	14.46
Grinder	10.75	12.84	13.50	14.46
Washer-Caulker	10.75	12.84	13.50	14.46
Final Assembler	10.75	12.84	13.50	14.46
Forklift Operator	10.75	12.84	13.50	14.46
Maintenance Helper	10.75	12.77	13.43	14.39
General Labourer	10.75	12.77	13.43	14.39

There may be instances where a new employee with previous experience could advance faster than provided for in the rate of progression. The above rates define only the minimum rate of progression.

Rates shown are for the period September 2, 1997 through September 7, 1998

SCHEDULE B-2
RATE OF PROGRESSION BY CLASSIFICATION

EFFECTIVE - SEPTEMBER 7, 1998

CLASSIFICATION	Start Rate	After 60 Work Days	After 6 Months	After 12 Months
Draftsman	10.75	13.45	14.60	16.25
Programmer	10.75	13.50	14.45	16.00
Maintenance	10.75	13.33	14.15	15.35
Press Brake Operator	10.75	13.33	14.15	15.27
Painter	10.75	13.33	14.15	15.27
Spray Arc Welder	10.75	13.55	14.32	15.53
Whitney CNC operator	10.75	13.33	14.15	15.38
Final Ass'y Short Arc Welder	10.75	13.33	14.15	15.27
Draftsman helper	10.75	13.33	14.15	15.27
Programmer helper	10.75	13.33	14.15	15.27
Pre-Ass'y Short Arc Welder	10.75	13.33	14.15	15.22
Touch Up painter	10.75	13.18	14.00	15.13
Misc. Machine Operator	10.75	13.18	14.00	15.13
Stock-Receiving	10.75	13.18	14.00	15.13
Material handler / Parts Expdtr	10.75	13.18	14.00	15.13
Painting Prep Person	10.75	13.18	13.80	14.76
Grinder	10.75	13.14	13.80	14.76
Washer-Caulker	10.75	13.14	13.80	14.76
Final Assembler	10.75	13.14	13.80	14.76
Forklift Operator	10.75	13.14	13.80	14.76
Maintenance Helper	10.75	13.07	13.73	14.69
General Labourer	10.75	13.07	13.73	14.69

There may be instances where a new employee with previous experience could advance faster than provided for in the rate of progression. The above rates define only the minimum rate of progression.

Rates shown are for the period September 7, 1998 through September 6, 1999

**SCHEDULE B-3
RATE OF PROGRESSION BY CLASSIFICATION**

EFFECTIVE - SEPTEMBER 6, 1999

CLASSIFICATION	Start Rate	After 60 Work Days	After 6 Months	After 12 Months
Draftsman	10.75	13.75	14.90	16.61
Programmer	10.75	13.80	14.75	16.35
Maintenance	10.75	13.63	14.45	15.73
Press Brake Operator	10.75	13.63	14.45	15.62
Painter	10.75	13.63	14.45	15.62
Spray Arc Welder	10.75	13.88	14.62	15.88
Whitney CNC operator	10.75	13.63	14.45	15.73
Final Ass'y Short Arc Welder	10.75	13.63	14.45	15.62
Draftsman helper	10.75	13.63	14.45	15.62
Programmer helper	10.75	13.63	14.45	15.62
Pre-Ass'y Short Arc Welder	10.75	13.63	14.45	15.57
Touch Up painter	10.75	13.48	14.30	15.48
Misc. Machine Operator	10.75	13.48	14.30	15.48
Stock-Receiving	10.75	13.48	14.30	15.48
Material handler / Parts Expdtr	10.75	13.48	14.30	15.48
Painting Prep Person	10.75	13.48	14.10	15.11
Grinder	10.75	13.44	14.10	15.11
Washer-Caulker	10.75	13.44	14.10	15.11
Final Assembler	10.75	13.44	14.10	15.11
Forklift Operator	10.75	13.44	14.10	15.11
Maintenance Helper	10.75	13.37	14.03	15.04
General Labourer	10.75	13.37	14.03	15.04

There may be instances where a new employee with previous experience could advance faster than provided for in the rate of progression. The above rates define only the minimum rate of progression.

Rates shown are for the period September 6, 1999 through September 5, 2000