

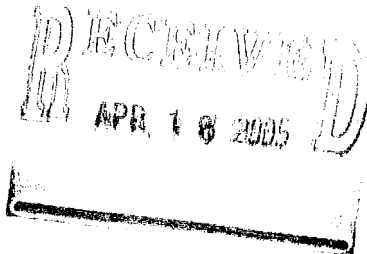
COLLECTIVE AGREEMENT

BETWEEN:

**ANGUS-PALM CANADA INC.
(Hereinafter referred to as the "Company")**

AND:

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



**Effective From September 1, 2004
To: August 31, 2007**

10072 (04)

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THIS AGREEMENT made and entered into at Long Sault on the 20th day of December, 2004, between Angus-Palm Canada Inc., 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.

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 coach, 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.

- 2.01 (a) Part-time employees may be hired for positions expected to last 90 calendar days or less; otherwise the position will be posted. In the event that someone is in the position for 90 calendar days, the position will be posted on or before the 90th calendar day.

- 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 "employees" 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) in connection with technical, production or engineering tests, or in developmental or experimental activities or new products or processes.

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 weekly Union Dues from his/her pay.

Such dues shall be deducted weekly 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 Angus-Palm Canada Inc., 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 Employer will pay up to a maximum of three (3) **days** regular wages based on eight (8) hours of the bargaining unit member's regular non-overtime pay per day of negotiations or conciliation for a maximum of two (2) bargaining unit members attending negotiations or conciliation. In the event that the total employee base is greater than seventy-five (75), bargaining unit members shall be added at a ratio of one and one-quarter (1:25) (ie only at seventy-five (75) or more employees would the Union elect or appoint a third (3rd) bargaining unit member to participate.

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 Coach 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 Coach within three (3) working days of the event giving rise to the grievance. The Coach shall meet with the Union Steward and discuss the written grievance. The Steward may be accompanied by the grievor. The Coach 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 Coach 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 Manager 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 Manager 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 Human Resources 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 and 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 Employment 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 11:00 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 **am.** but is pre-scheduled to work at 4:00 am. 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 "no show" 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.

The employee shall be guaranteed two and one-half (2.5) hours of work in his/her own classification in the five (5) hour period, save and except when no work is available in the circumstances defined above.

- (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 (1½) 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 unless he/she is off work **with** pay.

- (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 twelve (12) month period, 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 pay 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 Employees who are on the active payroll will be reimbursed by the Company for the purchase of safety footwear to a maximum of **two** hundred dollars (**\$200.00**) per contract year, upon provision of a receipt showing clearly that CSA Safety footwear **has** been purchased. This allows for those who must purchase two (2) or more pairs throughout the year in order to meet the **minimum** standard of CSA Greenshield Safety Footwear per contract year.

- 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) Company Uniforms
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.
- (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 the appropriate personal protective equipment (PPE) to all full time welders in order for the employees to work safely. **This** clothing will include welding jackets, sleeves or aprons **as** selected by the employee. The PPE will remain the property of the Company and shall remain on the premises at all times. At the Company's expense, it shall have the right to have a welding jacket properly cleaned in order to distribute to another welder.
- 14.08 The Company shall provide winter work wear to those employees who are required by the nature of their job to be exposed to the cold or inclement weather. Used outerwear in good condition that **has** been cleaned at the Company's expense will be considered for re-issue.

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 work any shifts in the thirty (30) calendar day period immediately preceding a General Holiday and who are not scheduled to work on the General Holiday, shall receive eight (8) or ten (10) hours pay, depending upon the shift, at the regular straight time rate, provided the employee works the scheduled number of hours on his/her last scheduled shift before and after the **holiday** and provided that 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
Canada 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 30.
- 18.05 Employees who have completed nineteen (19) years of service as of July 1st, shall receive five **(5)** weeks vacation and vacation pay to be calculated at the rate of ten (10%) percent of their gross annual earnings for the vacation year ended June 30th.
- 18.06 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 May 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 May 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.

- 18.07 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.

- 18.08 All vacations normally start on a Saturday night and the employee must be back for work the scheduled work day immediately following his/her vacation.
- 18.09 "Gross annual earnings" means the employee's gross earnings in accordance with his/her T-4 Statement of Remuneration Paid.

18.10 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 AND PROBATIONARY PERIOD

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 New hires and former employees hired **as** a 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 **upon** having performed the job within the last six (6) years and have held the position for a minimum of four (**4**) months (**640** accumulated hours), except in the case of welding positions where the employee must also satisfactorily pass the required tests before displacing a welding position. The time accumulated shall be documented and kept on file in order to calculate the 640 hours of having performed the job. Only a complete shift (8 / **10** hours) will count towards accumulated time.

(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 cannot be laid off out of seniority, within his/her classification.

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 in accordance with the requirements of section 19.03(a) of this Agreement.
- (2) **Seniority and Recall from Layoff**
Employees may reject up to two (2) 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 second (2nd) 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 (home base) is available, or until he/she is able to transfer into a higher-rated classification in which the employee has previous satisfactory experience with the Company in accordance with the requirements of section 19.03(a) of this Agreement.

Recall to **all** positions will be by seniority, regardless of whether the employees concerned are on lay off or currently at work, based on previous satisfactory experience with the Company.

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 Workplace Safety and Insurance Board Compensation or approved leave of absence for a continuous period of twenty-four **(24)** consecutive months and is found to be permanently disabled; this provision shall not apply to **an** employee who has been granted a leave of absence pursuant to Article 19.09 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 equivalent to length of service or to a maximum of 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 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.

(b) 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.

(c) Employees returning to the bargaining unit **from** 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.

(d) 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.
- 19.11 The Company agrees to continue with their current policy and practice with respect to the Education Subsidy Program. For ~~those~~ employees who obtain a certificate from a recognized institution in a skilled classification, and who hold any other classification / position, the Company agrees to afford them the opportunity to learn the skilled job, in house, and at a time that is mutually agreed to. It is in ~~both~~ the Union and Management's ~~best~~ interest to retain a well-trained work force.
- 19.12 Any experienced welder, meaning an employee who has previously passed a welding test with the Company, has previous experience outside the Company that is verified in writing by the previous employer, or who had education and related training course certification, and fails the test, shall be entitled to retest on the failed portion as per current Quality Standard (AWS) no later than the end of the next business day. If the individual fails the retest, they will not be eligible to hold the position for which they tested for and the Company will move to fill the vacant position in accordance to the next eligible candidate. Should another position become available to the individual who failed the initial test and retest, they will be eligible ~~to~~ test once more in accordance with the current Quality Standards (AWS). If the individual should again fail the weld test they will be restricted from holding a welding position for a period of six months ~~from~~ the date of the last retest. Upon expiration of the ~~six~~ months restriction, the individual would be reinstated for consideration for welding positions ~~as~~ available.

Article 20

JOB BID AND TEMPORARY JOB TRANSFERS

- 20.01 (a) Vacancies in an existing or new classification, 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 filling out a job posting application form and returning it to his/her team coach. 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; press brake, maintenance and painters, in which case, selection will be made on the basis of skill, ability, and qualifications. The Company will consider all those employees who have performed the job within last six (6) years and have held the position for a ~~minimum~~ of four (4) months. The time accumulated shall be documented and kept on file in order to calculate the 640 hours of having performed the job. Only a complete ~~shift~~ (8 / 10 hours) will count towards accumulated time.

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.

The successful candidate in any job posting **has** a maximum of forty (40) hours worked in which to decide whether or not he/she wishes to return to his/her former position. After forty (40) hours worked, the employee may not return to **his/her** former position.

- 20.01(b) 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 not to exceed sixty (60) calendar days. The Company shall provide each successful candidate with the reasonable instruction in the normal requirements of the job. 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(c) The Company may fill the third vacancy at their discretion for a period of sixty (60) calendar days, at which point the position must be posted if the position is required for a longer period. If no one is required in the position after sixty (60) calendar days there is no requirement to **post**, and the incumbent will return to his/her former position.
- 20.01(d) All vacancies posted will include the following information:
- (i) initial placement within the 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 job posting and commences work in the classification, will be restricted **from** bidding or **transferring** to another position for six (6) months, except employees who accept **a** position and commence work in following classifications:
- Press Brake;
 - Whitney;
 - General Maintenance;
 - Painting; and
 - Welding.

Employees in these classifications will be restricted from bidding or transferring to another position for twelve (12) months.

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

- 20.04** The Company shall have the right to temporarily transfer employees by seniority, provided that the employee has demonstrated the abilities, skills and qualifications for the position. "Temporary transfer" for the purpose of this Article shall mean a transfer of not more than sixty (60) calendar days. The Union shall be provided with notice of any temporary transfers.
- 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** The Company will transfer employees by seniority provided that the employee **has** the demonstrated abilities, skills and qualifications for the position, to work on new machinery, experimental work and the like, for a period not to exceed sixty (60) calendar days.
- 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(a), 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 a higher paid classification to which he is not fully qualified, their job rate immediately prior to commencing work in the new position, for a period of thirty (30) consecutive working days, or such earlier date **as** the employee is deemed qualified. At the end of the thirty (30) consecutive working day period, or such earlier date **as** deemed qualified, the full job rate pay scale shall apply, provided the transferred employee meets the requirements of the job. If the employee does not meet the requirements of the job, the Company may return the individual to his/her former position.

The Company agrees to pay an employee with one **(1)** or more years service who bids into a lower paid classification, to which he is not fully qualified, the highest job rate of the lower-rated classification, otherwise if he/she is not fully qualified, he/she shall be paid the rate which is one **(1)** pay increment less than the top rate for a period of thirty (30) consecutive working days, or such earlier date **as** the employee is deemed qualified. If the employee does not meet the requirements of the job, the Company may return the individual to his/her former position.

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 in accordance with the terms and conditions of the Collective Agreement.
- 21.04** Employees employed **as** of ratification of this Agreement, will automatically progress after sixty (60) continuous working days service, after **six (6)** months continuous **service** and after one (1) year of continuous service. Employees hired anytime after ratification of this Agreement, will automatically progress after sixty (**60**) days worked, after three (3) years worked and after five (**5**) years worked in accordance with Schedule "B" herein.
- 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 Human Resources Department with a telephone number where the employee may be reached by telephone as well **as** their **address**. The employee is responsible for notifying the Human Resources Department 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:

*Angus-Palm Canada Inc.
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*

Article 25

TEAM CAPTAIN

25.01 A Team Captain is an hourly paid bargaining unit employee who, in the absence of the coach from his/her department, or **at** the request of the coach, **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 one dollar (\$1.00) per hour.

25.05 The Company reserves the right to determine the number of Team Captains that **may** be necessary, **as** well **as** the composition of the Teams. The Company shall appoint all Team Captains and the person shall be evaluated on their performance. The Company reserves the

right to retract the duties and pay afforded to the position and re-assign to **an** alternate person based upon performance and at their absolute discretion.

Article 26

DURATION AND MODIFICATION OF THE AGREEMENT

- 26.01 **This** Agreement shall continue in effect for three (3) years, ~~from~~ midnight September 1, 2004 through to midnight August 31, 2007, 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:
- 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 of forty **(40)** hours.
- 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.

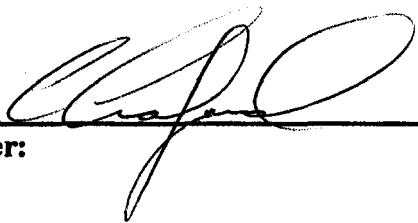
**Article 28
SEWING DEPARTMENT**

28.01 It is expressly agreed between the parties that the sewing classification will be separate from the other classifications in the Collective Agreement. For clarity, sewers cannot bump, post or perform work in other classifications under **any** circumstances nor can the other classifications bump, **post** or perform work into the sewing classifications.

The only exceptions would be prototype / pre-production **run** work, which may be performed, on occasion, by a bargaining unit member other **than a** sewer who has the required skills and abilities.

SIGNED IN LONG SAULT, on the 22nd day of February, 2005.

FOR THE EMPLOYER




Per:

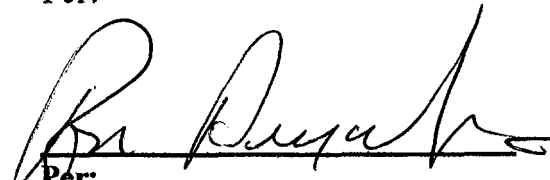
Per:

Per:

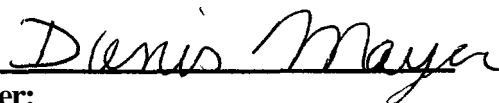
FOR THE UNION



Per:



Per:



Per:

Per:

Per:

LETTER OF UI

RE: DRUGCARDS

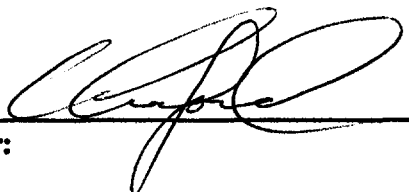
Drug Cards will be issued to **all** employees eligible for prescription **drug** benefits. A listing of pharmacies where such cards **are** accepted will be provided.

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

Dated at Long Sault, this 22nd day of February, 2005.

FOR THE EMPLOYER

FOR THE UNION



Per:



Per:

SCHEDULE A
JOB CLASSIFICATIONS AND RATES

	Effective 9/1/2004 Year 1	Effective 9/5/2005 Year 2	Effective 9/6/2006 Year 3
<u>Fabricating Department</u>			
Whitney CNC Operator	6.93	17.18	17.68
Press Brake Operator	6.82	17.07	17.57
Misc. Machine Operator	6.68	16.93	17.43
General Labourer	6.24	16.49	16.99
<u>Weld / Grind Department</u>			
Spray Arc Welder	7.88	18.13	18.63
Final Ass. Short Arc Welder	7.62	17.87	18.37
Pre-Ass. Short Arc Welder	7.57	17.82	18.32
Metal Finisher	6.31	16.56	17.06
General Labourer	6.24	16.49	16.99
<u>Wash / Paint Department</u>			
Painter	6.82	17.07	17.57
T I F	6.68	16.93	17.43
Painting I rep	6.31	16.56	17.06
W i l l	6.31	16.56	17.06
General Labourer	16.24	16.49	16.99
<u>General Classifications</u>			
Maintenance	16.93	17.18	17.68
Stock-Receiving	16.68	16.93	17.43
Material Handler / Parts Expdtr	16.68	16.93	17.43
Forklift Operator	16.31	16.56	17.06
Maintenance Helper	16.24	16.49	16.99
General Labourer	16.24	16.49	16.99
<u>Assembly Department</u>			
Final Assembler	16.31	6.56	7.06
General Labourer	16.24	6.49	6.99
<u>Sewing Department</u>			
Sewers	12.35	2.60	3.10

RRSP

***This RRSP Benefit applies to all employees who are active on the payroll on the first of February each year and who have been on the active payroll for a minimum of six (6) months in the previous calendar year.**

1-Feb-05	\$200.00
1-Feb-06	\$200.00
1-Feb-07	\$200.00

Rates shown are for the period September 1, 2004 through September 5, 2007.

SCHEDULE "B"
RATE OF PROGRESSION BY CLASSIFICATION
FOR NEW HIRE 3 AS OF DECEMBER 20, 2004

<u>CLASSIFICATION</u>	<u>Start Rate</u>	<u>After 60 Days Worked</u>	<u>After 3 Years Worked</u>	<u>After 5 Years Worked</u>
Maintenance	12.00	12.75	13.75	14.75
Press Brake Operator	12.00	12.75	13.75	14.75
Painter	12.00	12.75	13.75	14.75
Whitney CNC Operator	12.00	12.75	13.75	14.75
Welder	12.00	12.75	13.75	14.75
Misc. Machine Operator	12.00	12.75	13.75	14.75
Stock Receiving	12.00	12.50	13.00	13.50
Washer-Caulker	12.00	12.50	13.00	13.50
Final Assembler	12.00	12.50	13.00	13.50
Sewer	12.00	12.50	13.00	13.50

Progression to the ~~next~~ rate will be on the employee's anniversary date of commencement in the permanently assigned job classification. (DOH)

A MEMBER'S REMINDER !!

Application for Withdrawal Cards should be made if a member is:

laid-off, quits, discharged, retires, off due to illness or injury, off on W.S.I.B., maternity leave, parental leave, or other reason for an extended period of time.

**Requesting a withdrawal card is your responsibility,
and not that of your Steward or Business Representative.**

**Please call the Union office to apply for your withdrawal card
as soon as you stop working.**

**TEAMSTERS LOCAL UNION 91
1300 AGES DRIVE - - OTTAWA, ON K1G 5T4
PHONE: 613-247-9191 - FAX: 613-247-0391**

**E-MAIL ADDRESS: info@teamsters91.ca
WEB SITE - www.teamsters91.ca**

LOCAL 91 EXECUTIVE BOARD - revised August 2004

President	André R. Papineau
Vice President	Jean Rochon
Secretary-Treasurer	Mark Middleton
Recording Secretary.....	Mike Lalonde
Trustee	Lorraine Currier
Trustee	Tracey Hart
Trustee	Dan Napier

PLEASE ADVISE US OF ANY CHANGE IN YOUR ADDRESS

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