

# Collective Agreement

Between

Kaiser Aluminum and Chemical of Canada  
Ltd

and

United Steel, Paper and Forestry, Rubber,  
Allied Industrial and Service Workers  
International Union

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The following shall constitute an understanding between Kaiser Aluminum & Chemical of Canada Limited and United Steel, Paper and **Forestry**, Rubber, Allied Industrial and Service Workers International Union concerning a new Collective Agreement covering the Company's London plant.

## **ARTICLE 1 - RECOGNITION**

**1.01** The Company acknowledges and accepts the Union **as** the sole collective bargaining agency for all employees of the Company at its London extrusion plant, excepting **Sales** Staff, Office Personnel, Watchmen, Foremen, supervisory and salaried personnel.

It is recognized that a cast house operation requires **certain** unique conditions of employment. Accordingly, the terms and conditions of employment for employees in the cast house is a separate Appendix to this Agreement.

Should any business presently under the jurisdiction of the London Agreement be moved to another location in Ontario, the Union will be recognized **as** bargaining agent for the employees at such location in the like bargaining unit.

**1.02** The Union further agrees that there shall be no solicitation for membership or other Union activities during working hours except **as** specifically permitted by this Agreement or with verbal permission by the Company.

## **ARTICLE 2 - PURPOSE**

**2.01** The purpose of this Agreement is to establish an orderly collective bargaining relationship and to provide the machinery for the prompt disposition of grievances and complaints, to establish and maintain satisfactory

conditions of employment, and to promote the mutual value of good communications and a shared desire to encourage efficiency, quality, productivity and safety at the new London facility. Both parties recognize the value of team work and consultation in attaining these **goals**.

### **ARTICLE 3 - MANAGEMENT RIGHTS**

**3.01** Subject to the terms and provisions of this Agreement, and provided that the functions, rights and authority of Management are exercised in a just and reasonable manner, the Union acknowledges that it is the exclusive function of the Company to:

- (a) Maintain order, discipline and efficiency.
- (b) Hire, retire, assign, direct, promote, demote, transfer, classify, layoff, recall, discharge **or** otherwise discipline employees for just cause, provided that a claim of a discriminatory classification, promotion, demotion, transfer **or** a claim that an employee has been discharged or disciplined without just cause may be the subject of a grievance and dealt with as hereinafter provided.
- (c) Exercise any of the rights, powers, functions or authority which the Company had prior to the signing of this Agreement except **as** those rights, powers, functions or authority are specifically abridged **or** modified by this Agreement, and without restricting the generality of the foregoing the Company retains the right to determine the number and locations of plants, the products to be manufactured, methods of manufacturing, schedules or production, schedules of work, job content and job assignment, quality and quantity

standards, kinds and locations of machines and tools to be used, processes of manufacturing and assembling the engineering and designing of its products, and the control of materials and parts to be incorporated in the products produced.

- (d) Require medical examinations to be performed by a medical practitioner satisfactory to the Company for the purposes of determining that employees *are* capable of performing the duties and responsibilities of their assigned job.
- (e) Make, enforce, alter, and advise, from time to time reasonable rules and regulations to be observed by the employees.

#### **ARTICLE 4 - UNION SECURITY**

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

**4.02** All dues, initiation fees and assessments shall be remitted to the Union forthwith and in any event no later ~~than~~ fifteen (15) days following the last day of the ~~month~~ in which the remittance was deducted. The remittance shall be sent to the International Secretary Treasurer of the United Steel, Paper and Forestry, Rubber, Allied Industrial and Service Workers International Union, AFL-CIO-CLC, P.O. **Box** 13083 Postal Station "A", Toronto, Ontario, M5W 1V7 in such a form as shall be directed by the Union to the Company along with a completed Dues Remittance Form R-115 will also be sent to the Union office designated by the Area Coordinator.

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

A list of the names of all employees from whom dues were deducted and the amount of dues deducted:

A list of the names of **all** employees from whom no deductions have been made and reasons;

This information shall be sent to both Union addresses identified in Article 4.02 in such a form **as** shall be directed by the Union to the Company.

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

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

## **ARTICLE 5 - STRIKES AND LOCKOUTS**

**5.01** During the term of the Agreement, the Company agrees that there shall be no lockouts and the Union and all employees agree that there shall be no slow down, strike or any stoppage of or interference with production. The definition of the words "strike" and "lockout" will be as contained in the Labour Relations Act of Ontario.

## **ARTICLE 6 - HOURS OF WORK**

**6.01** The normal scheduled hours will be on the basis of forty (40) hours per week **and** eight (8) hours per shift as set out in Article 6.02. The payroll week will consist of **a**



seven (7) day period (Sunday through Saturday) commencing with the shift that starts closest in time to 12:01 a.m. Sunday. The seventh consecutive work day in the payroll week will always be Saturday. Maintenance Technicians and Team Leaders with the exception of Team Leaders in the Cast House will be required to report fifteen (15) minutes prior to the start of shift for pre-shift orientation as part of the normal schedule. This period of time will be compensated at straight time hourly rates notwithstanding anything contained in Article (10), Overtime. It is expressly understood, however, that the provisions of this Article are intended only to provide a basis for calculating time worked and shall not be a guarantee as to the hours of work per day or as to days of work per week, or as a guarantee of working schedules. The Union will be notified forty-eight hours in advance of any changes to the working schedule. In the event of continuous operations or twelve (12) hour shifts, the Company will provide at least one (1) month notice prior to implementation. The terms and conditions that are applicable thereto form a separate Appendix to this Agreement.

**6.02** On an eight (8) hour shift operation, the starting and stopping times of shifts are as follows:

- |                     |                       |
|---------------------|-----------------------|
| 3 shift operations: | 8:00 a.m. 4:00 p.m.   |
|                     | 4:00 p.m. 12 midnight |
|                     | 12 midnight 8:00 am   |
| 2 shift operations: | 7:00 a.m. 3:30 p.m.   |
|                     | 3:30 p.m. 12 midnight |
| 1 shift operation:  | 8:00 a.m. 4:30 p.m.   |

It is understood that the Company may vary the above times by up to one (1) hour to provide flexibility in the starting time of a shift.

A one (1) or two (2) shift operation will contain a thirty (30) minute lunch period without pay. A three (3) shift operation will contain a twenty (20) minute paid lunch period.

**6.03** A ten (10) minute rest period with pay ~~will~~ be provided at approximately mid way through each half shift.

**6.04** Notwithstanding the above, it is understood that at the discretion of the Company, major production equipment will be manned and continue to operate during the rest, lunch periods and through shift changes.

**6.05** Afternoon and night shift shall rotate every ~~two~~ (2) weeks. Changes in shift assignments shall normally be posted by the Thursday preceding rotation. However, in the event of mechanical breakdown or other emergencies, management may alter shift assignments for the duration of such emergencies.

## **ARTICLE 7 - SUPERVISORS**

**7.01** It is understood that from time to time employees who are not part of the bargaining unit may perform bargaining unit work provided however that such work does not result directly in the following:

- (1) the layoff of a bargaining unit employee
- (2) the elimination of a bargaining unit position
- (3) the prevention of employees working regularly scheduled overtime.

**7.02** In the event that an employee in the bargaining unit accepts a position outside the bargaining unit, such employee shall continue to accumulate seniority for a period up to three (3) months in the event such employee is subsequently returned to the bargaining unit. Further, unless the Company determines that such an employee will be returned to the bargaining unit within three (3) months from the date of the employee's placement outside the bargaining unit, such employee may only be returned to the bargaining unit as a new employee. Notwithstanding, it is agreed that former employees in the bargaining unit who accepted a position outside the bargaining unit prior to February 28, 2003 and who remain outside the bargaining unit as of February 28, 2003 may be returned to the bargaining unit at any time by the Company with seniority accumulation as established in Article 7.02 of the Collective Agreement between the Company and the Union which agreement is dated April 16, 1998 and expires February 28, 2003.

## **ARTICLE 8 - HOLIDAYS**

**8.01** The following days will be observed as holidays and employees shall be paid at his or her regular straight time rate for the time not worked, provided that he or she meet the eligibility requirements cited below:

The day before New Year's Day	Labour Day
New Year's Day	Thanksgiving Day
Good Friday	The day before Christmas Day
Victoria Day	Christmas Day
Canada Day	Boxing Day

- (a) If a new employee has completed **sixty (60)** calendar days.
- (b) The employee must have worked on the required shift immediately preceding a holiday and the first required shift after the observance of a holiday in order to qualify for holiday pay. Exceptions to these requirements are limited to approved vacation, death in the immediate family, jury duty or approved leave of absence of less than two (2) weeks, and layoff not exceeding two (2) weeks prior to the holiday. Employees being compensated under Articles 22 and 24 of this Agreement or under the Workplace **Safety & Insurance** Board are not entitled to receive holiday pay.

**8.02** *An* employee reporting for work later than one (1) hour after the regular starting time of his work period, or failing to complete such work period on his last scheduled day before or after the observance of a holiday, shall have deducted from his holiday pay an amount equal to the amount deleted for the time not worked, on the day before or the day after the holiday.

**8.03** If one of the above listed holidays falls on a Saturday and/or Sunday the preceding informal work day (days) will be observed **as** the holiday. This does not apply to the twelve (12) hour schedule. The Company shall post its intention **to** schedule, after consultation with the union.

**8.03a** The Company will solicit volunteers from the scheduled shift. If employees are still needed, overtime will be solicited from **the** off shifts, if there is **still** a requirement the junior employee(s) normally scheduled will be assigned to work.

**8.04** Each employee shall be entitled to receive one paid Floating Holiday per calendar year. This day shall be designated by the employee and approved in accordance with operational demands. The Company shall be entitled to one weeks advance notice prior to taking this floating holiday. In the event this Floater Holiday is not scheduled by year end the Company will pay the employee one days pay at the employee's regular straight time rate of pay.

## **ARTICLE 9 - COMMITTEE MEETINGS**

**9.01** The Union Committee may **call** for meetings with the management from time to time. Such meetings will not be held unless either party delivers to the other an agenda for the meetings at least three **(3)** working days in advance of the day scheduled.

Grievance committee member and/or shop stewards will be designated in writing by the Union to the management. For the purpose of meeting with management representatives, the grievance Committee will consist of not more than four **(4)** members, including the Union president, as designated by the Union, plus the International Union representative. Grievance Committee members and/or Union officers participating in scheduled grievance meetings will not lose pay for time spent in such meetings during regular working hours with management representatives. When the urgent business of a grievance committee member or steward requires him to leave his job or department, he shall first receive permission from his supervisor or department head, which permission shall not be unreasonably withheld. There shall be a maximum of four **(4)** extrusion shop stewards, and two **(2)** remelt, and four **(4)** extrusion and two **(2)** remelt alternates designated by the Union and recognized by the Company. **An** alternate only acts in the absence of a shop steward.

## **ARTICLE 10 - OVERTIME**

The parties to this Agreement recognize that the needs of the business may require the performance of overtime work and when overtime is required, the Company will assign the employees normally doing the job. In the event that insufficient such employees do not volunteer, the Company may require such employees to perform the work commencing with the most junior. This article is subject to the Overtime Principals as set out in the Collective Agreement.

**10.01** Time worked in excess of the employee's normally scheduled shift as defined in 6.01 or worked during the employee's normal day off shall be paid for at one and one-half (1-1/2) times the employee's straight time rate.

**10.02** Hours worked on the holidays or "observance days" cited under Article 8 above shall be paid at one and one half (1-1/2) times the employee's straight time rate in addition to their holiday pay.

Hours worked by an employee on his seventh consecutive day of regular work in the payroll week shall be paid at two (2) times the employee's straight time rate.

**10.03** The Company shall give advance notice of overtime whenever the necessity to **work** overtime can be reasonably anticipated. Opportunities for overtime will be distributed as equitably as possible amongst those employees within the department who normally perform the work. Should there be inequities greater than twenty four (24) hours at the end of a quarterly period, the Company agrees to offer extra work opportunities to the employees affected as set out in the attached Letter of Understanding and Overtime Guidelines.

**10.04** Employees working on the twenty one (21) shift operation will be paid at one and one half (1-1/2) times their straight time pay for **all** hours worked on their scheduled days of rest.

**10.05** In the event that **an** employee works overtime as **an** extension of his regular shift for a period of four (4) or more consecutive hours, such employee will be paid meal allowance in the amount of six dollars (**\$6.00**).

## **ARTICLE 11 - WARNING SLIPS**

**11.01** Copies of written warnings will be provided to the Union. After a period of **two** (2) consecutive years from the date of any written warning, such discipline will be removed from the employee's record. In the case of a suspension, such discipline will be removed from the employee's record after a period of **two** (2) consecutive years only if he/she has been free of discipline for any similar **or** related offence during this period. **A** union shop steward or other union representative shall sign **all** written discipline issued to employees as acknowledgement of receipt of such discipline. Such acknowledgement does not mean the union representative is in agreement with the discipline.

## **ARTICLE 12 - VACATIONS**

**12.01** All vacations must be taken at a time satisfactory to the Company, but employees shall have the opportunity, so far as scheduling of work permits, to choose their vacation times and preference shall **be** considered in the order of plant seniority in the department.

An employee who desires one continuous vacation period may use his seniority as a basis of preference for one

continuous vacation period provided this continuous period shall not be in excess of three (3) weeks in the vacation period June through August.

Employees will take their **full** vacation entitlement within the vacation year and submit their request in writing by February 1st of each year. Persons not submitting their vacation schedule by February 1st will be scheduled by the Company. Vacation payment will be made at the time vacation is actually taken. If the vacation period is split, vacation pay will be paid in proportion to the period of time being used. Vacation schedules shall be posted by March 1st in each department. During the period between February 1st and the posting of the vacation schedule, the Company agrees to meet with the Union President and such other members of the Union committee as may be present to discuss and receive suggestions regarding vacation scheduling.

Under special circumstances, employees may change their vacation choice with the approval of the Plant Superintendent, **all** such requests to be made in writing.

**12.02** Employees with less than one year of continuous service **as** of January 1, will be entitled to one day for each month of completed service to a maximum of eight (8) working days on an eight (8) hour day schedule and five (5) working days on a twelve (12) hour day schedule. Vacation pay will be paid at four (4) percent of the employee's gross earnings in the previous year ended December 31st.

**12.03** An employee who at January 1st in each year has completed one (1) year or more of continuous service, but less than five (5) years, shall be entitled to two (2) weeks of vacation with pay. Vacation pay shall be four (4) percent of the employee's **gross** earnings for the previous year ended December 31st.



**12.04** *An* employee who at January 1st in each year has completed five (5) years or more of continuous service, but less than ten (10) years, shall be entitled to three (3) weeks of vacation with pay. Vacation pay shall be *six* (6) percent of the employee's *gross* earnings for the previous year ended December 31st.

**12.05** An employee who at January 1st in each year has completed ten (10) years or more of continuous service but less than twenty (20) years, shall be eligible for four (4) weeks of vacation with pay. Vacation pay shall be eight (8) percent of the employee's gross earnings for the previous year ended December 31st.

**12.06** An employee who at January 1st in each year has completed twenty (20) years of continuous service or more, shall be eligible for five (5) weeks of vacation with pay. Vacation pay shall be ten (10) percent of the employee's gross earnings for the previous year ended December 31st.

**12.07** If one of the holidays cited under Article 8 (with the exception of December 24, 25, 26, 31, and January 1st) **falls** on the employee's non-scheduled day off within an employee's vacation period, the employee shall have the option of requesting an additional day off (paid at eight hours) in lieu of holiday pay. This option must be requested during the vacation scheduling period. This additional day must be taken on either at the beginning or the end of his/her regular vacation period.

**12.08** The terms *gross* earnings as used in this Article shall mean straight time wages, profit sharing statutory holidays, shift differentials and overtime pay received during the previous calendar year.

## **ARTICLE 13 - REPORTING FOR WORK**

**13.01** **An** employee reporting on time for scheduled work shall be guaranteed four (4) hours work or four (4) hours pay at his regular straight time rate, unless he was previously notified not to report except in cases where absence of work is due to non- operation of the plant, or a substantial portion thereof, as a result of fire, act of God or power failure. The employee ~~so~~ affected will take such temporary work ~~as~~ is available to qualify for such pay. If an employee is absent the previous work day, the Company will make an attempt to give notice not to report to work.

**13.02** Employees who are called back to work outside their scheduled hours of work in order to meet emergency conditions will receive the greater of:

- (a) four (4) hours pay at straight time rates;
- or
- (b) the applicable overtime rate for all hours worked.

## **ARTICLE 14 - SENIORITY**

**14.01** The first ~~sixty~~ (60) days worked by each new employee shall be considered a probationary period during which period the Company, at its discretion, may change his/her job or terminate his/her employment. **An** employee on probation shall not be entitled to any of the seniority rights granted by the Agreement but after successful completion of probation, his name shall be placed on the seniority list and his seniority shall date from the date worked on which he was employed. **A** union representative will participate in the orientation process.

Seniority shall be defined as length of continuous service with the Company.

The Company shall have the discretion to discipline or discharge any probationary employee for any reason satisfactory to the Company provided that in so doing, it does not act in a manner that is in bad faith or discrimination under the Human Rights Code.

**14.02** In the filling of any vacancies it is agreed that senior applicants shall be entitled to preference. The above notwithstanding, in the filling of a vacancy for the position of Quality Control Technician and Maintenance Technician the Company shall consider the experience, capability and qualifications of the applicants. Where these factors are relatively equal, seniority shall govern. The Company agrees to exercise its consideration in a reasonable and non-discriminatory manner.

**14.03** All permanent vacancies in the bargaining unit, other than team leader, of more than 31 calendar days duration and newly created positions shall be posted for five (5) calendar days on the bulletin board. Any employee desiring a promotion or a position of equal rate must make written application to management within the five (5) working days that the notice is on the bulletin board. During the period of time prior to a permanent posting being filled, the Company may fill the vacancy at its discretion. When a vacancy is created as a result of a posted job being filled, all subsequent vacancies shall be posted. The Company will post the name(s) of the successful applicant(s) on the bulletin board within fourteen (14) days following the posting period, or will post an explanation as to why a final determination has not been made.

Where an employee has been the successful applicant to a posting, he will be classified as a trainee for the period of time set out on Schedule A. If during the first five (5) days

he/she feels they cannot perform the work they will return to their previous position and if it is determined that he is unable to satisfactorily perform the job, he will be reassigned to his former job.

**14.04** The Company shall not normally consider any applicant to a posting who has, within the three (3) month period prior to such posting, successfully bid on a vacancy. This three (3) month bar shall be waived if there are no other qualified candidates.

**14.05** Nothing contained in this Article shall be construed to limit the Company's right to hire employees from outside the bargaining unit if there are no qualified employees in the bargaining unit to fill the permanent vacancy.

**14.06** The Company shall maintain a seniority list for the plant, copies of such lists shall be posted for employee inspection. Three (3) copies shall be provided to the Union. The list shall be revised at least every three (3) months.

**14.07** Employment and continuity of service shall not be deemed to have been broken under the following conditions:

- (a) a layoff of less than one (1) calendar year or length of seniority whichever is shorter;
- (b) recognized leave of absence;
- (c) illness not exceeding twenty-four (24) consecutive months.
- (d) in the case of an employee with five or more years of seniority, a layoff of less than twenty-four (24) months.

**14.08** Continuity of service shall be deemed to have been broken and employment shall terminate under the following conditions:

- (a) an employee is laid off because of lack of work for more than twelve (12) consecutive months or more than length of seniority, whichever is shorter; in the case of an employee with five or more years of seniority, the period of layoff shall be twenty-four (24) months;
- (b) an employee is absent for three (3) scheduled work days without reporting the Company;
- (c) an employee's service is terminated at his or her own request or for just cause;
- (d) an employee who has been temporarily laid off, and who fails to return to work, or fails to furnish a satisfactory reason for not doing so within five (5) calendar days after he has been notified by registered mail by **the** Company at his last known address;
- (e) an employee who overstays a leave of absence without securing a verbal extension of such leave of absence from the Company.
- (f) Absence due to illness exceeding twenty-four (24) consecutive months **unless** there is a prognosis for immediate return to available employment which the employee is capable and qualified to perform from a doctor who is mutually agreed by the Company and the Union. This provision does not apply if the absence of the employee is covered by benefits under the Workplace Safety and Insurance Act.

**14.09** It shall be the duty of employees to notify the Company promptly of any change of address or telephone number. If an employee fails to do this, the Company will not be responsible for failure of notice to reach such employee. The Company will make a good faith effort to contact all employees.

**14.10** In the event of layoff, it is agreed that up to ~~six~~ (6) members of the local union, the president, vice-president, recording secretary, financial secretary, Union certified safety rep and one (1) shop steward, notwithstanding their seniority, shall have the option remaining in the plant providing they are willing and able to perform the available bargaining unit work. The Union shall advise the Company in writing of the names of these employees.

**14.11** Subject to Article 15, when a layoff in a department becomes necessary, probationary employees and students will be laid off before any permanent full-time employee. Employees in the classification will then be laid off in reverse order of their plant-wide seniority, starting with the junior employee. **An** employee displaced from his job shall have the right to bump any employee with less seniority provided he/she is sufficiently experienced, capable and qualified to perform the work.

Employees who have been laid off from the plant will be recalled in reverse order of layoff, provided they are willing, capable and qualified to perform the work available.

**14.12** In the event of mechanical breakdown, the Company may lay off from work those people affected by the breakdown in the department according to their seniority, for a period not exceeding ~~two~~ (2) working days. No individual employee will be affected by more than four (4) working days in a calendar year due to the application of this provision.

**14.13** Following any recall, affected employees will return to their regular jobs, should the vacancy occur within one (1) year of transfer from the position.

During this period should the employees regular job not be available the employees will have preference according to their seniority to the available vacancy subject to article 14.03.

When the regular job is available, if the employee refuses the opportunity to return, he/she forfeits all rights to return to the former job. In such *cases*, the employee shall sign a refusal slip. His/her future opportunities for this job will be limited to the normal job posting procedures.

## **ARTICLE 15 - LAYOFF NOTICES**

**15.01** In the event of layoff due to lack of work, the Company will give forty-eight (**48**) hours notice, or payment in lieu of notice in advance where it is reasonable to do so. The Union Committee will be provided a copy of such notice in advance where it is reasonable to do so. This provision will not apply in the case of strike, work stoppage, equipment breakdown, material shortage, failure of utilities, emergencies or an act of God, or where the provisions of the Employment Standards Act require greater notice.

## **ARTICLE 16 - TEMPORARY TRANSFER**

**16.01** *An* employee who **is** temporarily transferred from his/her regular job shall be paid the standard hourly rate of the job to which he/she has been transferred, provided such rate **is** not less ~~than~~ that of his/her regular job. If the rate of the job to which he/she is temporarily transferred is ~~less~~ than the rate of his/her regular job, he/she shall be paid the

rate of his/her regular job, during the period of such temporary transfer. The word temporary in this Article shall mean a period up to and including thirty-one (31) calendar days. An employee may not be assigned to "back to back" temporary assignments. Transfers to accommodate the employee's wishes or to a lesser rated classification to avoid or as a result of a layoff do not constitute a temporary transfer under this provision.

**16.02** If a temporary transfer exceeds sixty (60) calendar days due to an employee being on leave of absence, sick leave or injured at work, the Company agrees to post the job as a temporary posting, subject to the procedures laid out in Article 14 - Seniority. If and when the previous incumbent returns to work and is able to resume his/her duties, the current incumbent under the temporary posting will be transferred back to his/her previous job without further posting. The same procedure will apply to all other employees affected by the temporary posting.

**16.03** When an employee is transferred from one job to a lower rated job, the least senior employee in the department from which the transfer is being made, will be transferred first. On up-grade transfer, the most senior employee in the department from which the transfer is being made will have the first opportunity.

## **ARTICLE 17 - GRIEVANCE PROCEDURE**

### **17.01 Definition of a grievance -**

For the purpose of definition, a grievance is a difference of opinion between the Company and the Union, or an employee or group of employees covered by this Agreement, with respect to the meaning, interpretation, application or alleged



violation of the terms of this Agreement. The grievance procedures is as follows:

#### **17.02 Step No. 1 -**

If an employee has a grievance, it will first be discussed with the supervisor, either directly or with **or** through a shop steward within five (5) working **days** after the occurrence of the incident which gave rise to the grievance. The supervisor shall give his answer verbally to the parties concerned within **two** (2) working days.

#### **17.03 Step No. 2 -**

If the decision of the supervisor is **not** satisfactory, the Union steward shall meet with the Plant Superintendent or his/her designate within three (3) working days of the supervisor's decision and present the grievance in writing, signed by the aggrieved employee. The Plant Superintendent or his/her designate shall give his/her decision in writing to the aggrieved employee and to the Union Steward within three (3) working days of the grievance being presented to him/her.

#### **17.04 Step No. 3 -**

Failing a satisfactory answer at Step No. 2, the parties will within three (3) days schedule a meeting within a mutually acceptable time. The Company agrees to provide the Union Committee and griever up to thirty (30) minutes paid time prior to step (3) provided they are on shift. A grievance committee of three (3) members shall present the grievance to the General Manager or designate. The griever may

be present, if so requested by the Union. The Union's International representative may be in attendance at this meeting. The General Manager or designate will render a decision in writing to the Chief Steward and shall provide copies to the International Representative within three (3) working days of the grievance being submitted.

**17.05** When a difference arises between the parties relating to the interpretation, application or administration of the Agreement including any question as to whether a matter is arbitrator where an allegation is made that this Agreement has been violated, either of the parties may, after exhausting any grievance procedure established by this Agreement, notify the other party within thirty (30) calendar days ~~of~~ the completion of Step No. 3 of its desire to submit the difference or allegation to arbitration. Each party may notify the other of 3 proposed arbitrators for consideration prior to exercising Article 18.02.

**17.06** Failure by the Union to appeal a grievance decision to arbitration in accordance with the provisions set forth above will result in the grievance involved being considered dropped or settled in accordance with the last decision rendered by the Company or its designated representative or representatives. It is understood and agreed that the time limit set forth in the grievance procedure may be extended only by mutual agreement between the Company and the Union.

**17.07** An employee called to meet with a member of management for the purpose of discussing any alleged misconduct that will result in discipline, such employee will be notified his/her shop steward will be present.

Management shall not *take* disciplinary action without first warning the employee, unless the circumstances justify

immediate discipline or discharge. In cases of suspension or discharge, a union steward will be present when discipline is administered. A period of suspension shall not include a qualifying day for a plant holiday. Where an employee has been disciplined or discharged and the matter becomes the subject of a grievance, the company will make available the disciplinary record of the griever, upon request of the Union rep. In the event of a claim that an employee has been discharged unjustly or unreasonably the grievance shall be filed at Step 3 of the grievance procedure within five (5) working days. In cases of disciplinary suspension the Company agrees that normally there will be no suspension served until the Union has completed the third stage grievance procedure unless the situation requires immediate suspension in the opinion of management.

Any discharge or suspension for cause if later reversed in the grievance procedure shall be rectified by reinstatement with full compensation for all time lost, together with the full reinstatement of all other benefits which, due to length of service or any other cause had accrued to the aggrieved employee, or any other arrangement which in the opinion of the conferring parties or arbitrator is just and equitable, provided that from any award shall be deducted any monies or other consideration of value received from other sources.

**17.08** Grievance relating to Article 1 - Recognition, Article 4 - Union Security and Article 5 - Strikes and Lockouts, and grievance of a general nature by the Company, may be initiated at Step No. 3 of the grievance procedure.

## **ARTICLE 18 - ARBITRATION CLAUSE**

**18.01** The parties agree that any grievance submitted to arbitration in accordance with Article 17.05 will be resolved by a sole arbitrator.

**18.02** In the event the parties are unable to agree on a sole arbitrator within thirty **(30)** calendar days of the notice to submit the grievance to arbitration **as** stipulated in Article 17.05, the parties shall **ask** the Minister of Labour to provide a list of five (5) sole arbitrators to act.

**18.03** The Company and the Union will share equally the expenses, if any, of the arbitrator.

**18.04** The Arbitrator shall not have the authority or jurisdiction to alter or amend any of the provisions of this agreement or to substitute any new provisions for any existing provisions or to give any decision inconsistent with the terms and conditions of this agreement including the wage schedule. At any stage of the grievance procedure, including arbitration, either party may have the assistance of the employee or employees concerned, together with any necessary witnesses, and all reasonable arrangements will be made to permit the conferring parties to have access to the plant and to view disputed operations.

**18.05** The decision of the arbitrator constituted in the above matter shall be final and binding on the parties.

**18.06** No person may be appointed **as** an arbitrator who has been involved in an attempt to negotiate or settle the grievance.

## **ARTICLE 19 - DISCRIMINATION**

It is agreed that the provisions of this Agreement shall be applied to all bargaining unit employees without discrimination in regard to race, sexual orientation, colour, sex, age, religious affiliation, natural origin or handicap **all as** defined in the Human Rights Code and without discrimination because of union membership or activity.

## **ARTICLE 20 - SAFETY AND HEALTH**

**20.01** The Company and Union agree that they will mutually continue to cooperate to maintain high standards of safety and health in plant operations.

**20.02** The Company will continue to provide protective devices in accordance with practices established in the plant. The Union will assist management in securing the cooperation and compliance of the employees in utilizing the protective devices. The Company agrees to recognize a Safety and Health Committee elected **or** appointed by the Union. This Committee will meet with management at least once a month to conduct plant safety inspections and discuss safety and health conditions. The Safety Committee will be notified of all lost time accidents and will be provided with copies of Department of Labour safety inspection reports.

The Company agrees that ten (10) days leave of absence in a calendar year shall be available to one employee (**or** several employees) with pay at the employee's regular hourly rate up to eight (8) hours per day for the purpose of attending union sponsored safety seminars.

**20.03** An employee hurt in an industrial accident shall be paid for time lost on the day he/she was injured at his/her regular daily earnings including any overtime premium and applicable shift differential. The Company shall provide transportation on the day of the injury to and from the treatment location. It is not the intent of this provision to make the Company responsible for the payment of **such** time and transportation which is compensated for by the Workplace Safety & Insurance Board.

**20.04** In the event of employees sustaining injuries at work or becoming affected by occupational diseases during the

course of their employment, and becoming physically handicapped as a result thereof, every effort will be made by the Company to give the handicapped employee such suitable employment as is available.

**20.05** A reimbursement of \$120.00 for extrusion employees, and \$160.00 for remelt and maintenance employees will be made per contract year to each employee for the purchase of safety boots. Employee purchases that do not exceed the maximums will be entitled to a further reimbursement of the outstanding amounts for any subsequent safety boot purchases. Safety boots will be of a style prescribed by the Company and must be worn as a condition of employment. After their probationary period, new employees will commence to be compensated at the beginning of the following year.

**20.06** Each new employee will be provided with one pair of safety glasses with side shields, either plain or prescription, by the Company, provided they are purchased through the Company approved plan. The cost of replacement prescription glasses will be borne by the Company for a change in prescription or damage in conjunction with work to the extent of one pair every two year period.

**20.07** The plant will recognize "The Day of Mourning" each year and will afford employees the opportunity to observe a moment of silence at a mutually agreed time during the shift. The flag will be lowered to half mast for the day.

**20.08** The Company agrees to make available to the members representing workers on the Committee, upon request, the Material Safety Data Sheet (herein after referred to as M.S.D.S.) for any substance, material, agent or chemical used in the workplace.

In order to facilitate employees' familiarity with the M.S.D.S., the Company agrees to keep copies of all M.S.D.S. sheets in a conspicuous place, for examination and **review** by all employees.

**20.09 A** Video Display Terminal (VDT) operator who becomes pregnant will be given the opportunity to be reassigned to other duties for the duration of the pregnancy without any **loss** of pay or seniority.

## **ARTICLE 21 - BULLETIN BOARD**

**21.01** The Company agrees to supply the Union with a bulletin board for the extrusion plant and remelt area for the purpose of posting Union notices. Such notices will be signed by a responsible officer of the Union and ~~will~~ only be posted after approved by the Plant Manager or designate which approval will not be denied unreasonably.

## **ARTICLE 22 - LEAVE OF ABSENCE**

### **22.01**

- (a) The Company may grant leave of absence without pay to employees for a reasonable length of time for legitimate personal reasons.
- (b) Delegation for Union business will be deemed sufficient cause for leave of absence provided not more than three **(3)** employees may be absent on Union business at the same time.
- (c) An employee requesting leave of absence shall make **such** request in writing to the Company and, where a leave of absence is granted, or not granted, it shall be in writing by the Company. "The Union shall endeavor to give the Company at least one week of notice of requested leave."

- (d) In cases of Union Leave of Absence, the Company shall continue the employee on payroll and will continue pension contributions and the Union will reimburse the Company within 60 days of receiving an itemized account of the wages and pension contributions paid to the employee in conjunction with the leave of absence.

In case of a death in the immediate family of an employee, upon making proper application, the company shall grant up to three (3) days leave of absence, with pay, on days he/she otherwise were scheduled to work, and which occur within three (3) days of the death, funeral or service. Time thus paid will not duplicate pay received for time not worked for any other reason. Application forms for payment are available in the personnel office.

Immediate family shall be meant to include Mother, Father, Brother, Sister, Wife, Husband, Children, Step and Common-Law Children, Mother-in-Law, Father-In-Law, and Common-Law Spouse of record, and Step-Parents. A one day leave of absence with pay will be granted to attend the funeral of any employees Grandparents.

**22.02** An employee who is called for jury duty or crown witness shall be compensated by the Company for the difference between payment received for straight time hours he/she was thereby required to lose from his/her regularly scheduled hours of work. The differential payment made in accordance with this Article shall only be made on presentation of jury duty or crown witness subpoena and the payment received therefore.

**22.03** The Company will grant one (1) employee at any one time a leave of absence with pay for up to two (2) years



for appointment to a United Steel, Paper and Forestry, Rubber, Allied Industrial and Service Workers International Union staff position.

Seniority will be accumulated during such leave. The Union agrees to reimburse the Company promptly for the cost of all pay provided by the Company in conjunction with the leave of absence including pension contributions, profit sharing and health benefit premiums. The Union shall reimburse the Company within one (1) month of receiving or itemized account of the wages and benefits paid by the Company.

Employees taking a leave of absence under this provision shall have a minimum of *two* (2) years seniority. Notification will be submitted by the Union and ~~will~~ be in writing not less than **two** (2) weeks prior ~~to~~ the commencement of the leave accompanied by satisfactory evidence.

## **ARTICLE 23 - WAGES**

**23.01** The wages shall be ~~as~~ shown on the schedule attached ~~to~~ this Agreement. Newly hired employees will remain at the starting rate of \$1.00 per hour less for their first thirty **(30)** days worked with a 50 cents per hour increase at the conclusion and a 50 cents per hour increase at the conclusion of sixty **(60)** days worked to the appropriate job rate for their classification ~~as~~ shown in the attached schedule.

**23.02** Hours paid for ~~as~~ premium hours under one premium pay condition cannot be used for computing premium hours under another condition. In other words, premium pay cannot be pyramided.

**23.03** Employees working on a shift other than their regular assigned day shift will receive an additional 30 cents per hour (afternoon shift) and 40 cents per hour (midnight shift) added to their regular straight time rate.

**23.04** Any new job created in the plant for which an hourly rate has not been established, shall be negotiated by the parties to the Agreement. In the event of dispute the Company may implement its position for the duration of the Collective Agreement.

## **ARTICLE 24 - HEALTH AND WELFARE**

**24.01** The Company will pay the necessary premium costs to provide the following coverage for employees and their dependents after completion of ~~sixty~~ calendar days by the employee:

- a. Semi-private hospitalization
- b. Basic Life Insurance, and Accidental death, dismemberment or loss of sight benefit
  - March 1, 2003 \$28,000 + \$28,000 AD&D
  - March 1, 2004 \$29,000 + \$29,000 AD&D
  - March 1, 2005 \$30,000 + \$30,000 AD&D
- c. Weekly sickness and accident benefit to a rate of 66 2/3% of base earnings per week (uncapped) for **all** employees on a 1-1-4-17 plan. S & A benefit paid for day surgeries from the date of **surgery**, provided the employee is disabled for a minimum of 3 days.
- d. A prescription drug plan with a \$5.00 drug card and a \$7.00 dispensing fee cap.

- e. A basic dental plan with endodontics and periodontics whereby the Plan pays 80% of eligible costs and the employees pay the remaining 20% with co-insurance and a twenty-five dollar (\$25.00) single or fifty (\$50.00) family annual deductible, **as** the case may be, will apply. The ODA fee Schedule will be updated annually ~~so~~ that there is a one year lag behind the published Schedule.
- f. Long Term Disability employees qualifying will receive **60%** of their earnings up to a maximum of \$1250 per month for a maximum of fifteen (15) years.
- g. A vision *care* benefit that provides up to a maximum of one hundred and fifty dollars (\$150) per 24 months for covered employees and dependents. Eye exams, lens, frames and contact lenses will be eligible for coverage up to the maximum under **this** Vision Benefit Program.

**24.02** The sole obligation of the Company under the above provision is to pay the premium costs for the benefit plans. A **summary** of the master insurance contract will be provided to employees in the form of a booklet provided, however, the terms of the master contract shall govern at all times.

**24.03** In consideration of the level of benefits provided under this Article, it is agreed that the employee's share of any refund that may be receivable from the U.I.C. shall be transferred to the Company and applied against the cost of benefits.

**24.04** Notwithstanding that employment and continuity of service are not considered broken for illness not

exceeding twenty four (24) consecutive months, the Company will continue **to** pay the necessary premium costs for benefit coverage under Article 24 only for up to twelve (12) consecutive months in the event of an employee absence from work due to illness.

## **ARTICLE 25 - PENSION PLAN**

**25.01** The Company agrees to be a participating Employer in the C.W.I.P.P. (Canada Wide Industrial Pension Plan). The Company agrees to contribute to the fund amounts equal to eighty (80 cents) effective Mar 1, 2006, ninety (90 cents) effective March 1, 2007, one (\$1.00 dollar) effective March 1, 2008, per hour worked by employees in the bargaining unit. Such contributions will be made in accordance with Article IX of the Canada Wide Industrial Pension Plan.

## **ARTICLE 26 - COPIES OF AGREEMENT**

**26.01** The Company and the Union desire every employee to be familiar with this Agreement and **for** this purpose the Company agrees to pay for and furnish each employee with a copy of this Agreement, and the Agreement shall be printed by **a** union printer in a manner that is acceptable to the Union, and the Company shall provide the Union with electronic versions of the Agreement.

## **ARTICLE 27 - CREDIT UNION**

**27.01** The Company agrees to deduct from the earnings of each employee who submits a voluntary check-off authorization, such amount **as** the employee has authorized to be transmitted on his behalf to a mutually agreed Credit Union. The monies so deducted shall be transmitted **to** the mutually agreed Credit Union together with a list showing

the names of the employees for whom the deductions were made and the amount to be credited to the account of each employee. Such check-off authorization shall remain in effect until it is revoked or changed by the employee.

## **ARTICLE 28 - TECHNOLOGICAL CHANGE**

**28.01** The parties to this Agreement recognize that change and improvements in the methods, processes and means of operating is desirable and shall therefore be encouraged. However, the parties also recognize that such substantial changes and improvements *can* have a far reaching effect on the job status of employees. For the purpose of this Agreement, technological change shall mean a significant change in methods, process and means of operating which result in a job redundancy. In the event of such technological change, the parties to this Agreement agree to proceed on the following basis:

- (a) When the Company introduces technological change, they shall meet with the union Committee to discuss the installation, the number and classifications of employees affected by such change.
- (b) In consultation with the Union, and subject to the provisions of this Agreement, the Company shall provide on the job training opportunity up to a maximum of one month for employees whose jobs become redundant in order that such employees may become qualified to perform other bargaining unit jobs to which their seniority would entitle them.
- (c) Where a change in duties occurs due to technological change, the subject employee affected will have the opportunity to the resultant job

providing they are qualified to perform available work subject to the terms of this Agreement.

- (d) Notice of the above described technological change will be provided to the bargaining unit thirty (30) days prior to implementation.

## **ARTICLE 29 - THE HUMANITY FUND**

**29.01** The Company agrees to deduct on a weekly basis the amount of forty (40) cents from the wages of all employees in the bargaining unit and from the salary of any management employee willing to contribute and prior to the 15th day of the month following to pay the amount so deducted to the "Humanity Fund and to forward such payment to United Steel, Paper and Forestry, Rubber, Allied Industrial and Service Workers International Union National Office, 234 Eglinton Avenue, East, Toronto, Ontario, M4P 1K7, and to advise in writing both the "Humanity Fund payment and the names of all employees in the bargaining unit on whose behalf such payment has been made.

The first "Humanity Fund" deduction as aforesaid shall be for the first week following ratification of this Agreement. It is understood and agreed that participation by an employee in the bargaining unit in the program of deductions set forth above may be discontinued by an employee in the bargaining unit after the receipt by the Company and the local Union of that employee's written statement of his/her desire to discontinue such deductions from his/her pay which may be received during the four (4) weeks following ratification of this Agreement or at any time thereafter.

The Company agrees to pay on a monthly basis an amount of money equal to the total contributions deducted from

the pay of all bargaining unit employees and to remit **such** amount on a monthly basis to the "Humanity Fund" at the address aforesaid. Upon payment to the "Humanity Fund" the amount set forth in this sub-paragraph, the Company **shall** forthwith notify the local Union of such payment. Contributions by the Company may be discontinued at any time for any reason and the Company requires a **full** report at **six** month intervals on disbursements made from the fund.

The purpose of the "Humanity Fund" shall be to make payments from time to time to charitable International Aid and Development Organization(s) selected by the Directors of the "Humanity Fund" who shall be designated from time to time by the National Director for Canada and all of whom shall be members of the United Steel, Paper and Forestry, Rubber, Allied Industrial and Service Workers International Union, and to make direct payments of a charitable nature as the Directors of the "Humanity Fund" shall determine from time to time and to pay all necessary and incidental expenses related to these purposes. Fifteen (15) percent of the monies received by the "Humanity Fund" shall be donated to assist food-aid and development activities in Canada.

### **ARTICLE 30 - DURATION OF AGREEMENT**

**30.01** This Agreement shall become effective as of March 1, 2006 and shall remain in effect up to February 28, 2009 and shall automatically renew itself from year to year thereafter unless written notice of the desire to terminate the Agreement or to amend any portion of any of the terms hereof is given by either party to the other within **sixty (60) days** prior to the end of February, 2006 thereafter. The parties agree to begin negotiations within fifteen (15)

**working** days after such notification ~~or~~ such period **as** may be agreed upon.

Signed by the parties hereto on the *24th* day of February, 2006 at London, Ontario.

FOR THE COMPANY

FOR THE UNION

C. Stover

S. ~~Banks~~

C. Marks

R. Mason

D. Duval

L. Rickwood

C. Litras

B. Milner

B. Hunter



## PROFIT SHARING

Monthly payout for all eligible employees in accordance with the attached tables.

Plant EBIT  
per mo. (x\$1000 U.S.)

YR.1

Less than 99	0
100-199	100
200-299	150
300-399	200
400-499	250
500-599	350
600-699	450
700-799	550
800-899	600
900-999	650

Based on a three month rolling average.

Monthly payout *to* be paid on employee's last 36 hour week in the following month.

eg.

$\$650/168=\$3.87$  per hours worked

$\$650/216=\$3.01$  per hours worked

This is based on all eligible hours per the contract.

### **Additional bonus features:**

Customer Satisfaction

Safety

Customer satisfaction may generate up to ten dollars per month for eligible employees as follows:

**on time delivery – up to five dollars per month**

99.5% = \$5.00

99.1% = \$4.00

98.9% = \$3.00

98.7% = \$2.00

98.5% = \$1.00

**PPM – up to five dollars per month**

< 25 = \$5.00

< 50 = \$4.00

< 100 = \$3.00

< 300 = \$2.00

< 500 = \$1.00

Safety feature may generate up to ten dollars per month for eligible employees as follows:

**5 Core/5 Life Threatening Shop floor audit scores = \$5.00**

4.0 = \$1.00

4.1 = \$2.00

4.2 = \$3.00

4.4 = \$4.00

4.6 = \$5.00

**Recordable shopfloor injuries = \$5.00**

0 = \$5.00

1 = \$3.00

2 = \$0.00

The new features do not detract or reduce the current EBIT formula.

## SCHEDULE A EXTRUSION PLANT WAGES AND CLASSIFICATIONS

<b>Classification</b>	<b>March 1, 2006</b>	<b>March 1, 2007</b>	<b>March 1, 2008</b>
Maintenance Technician	24.11	24.72	25.46
Maintenance Apprentice	17.74	18.18	18.73
Press Technician	16.98	17.41	17.93
Die Repair	18.17	18.62	19.18
Quality Assurance Technician	17.69	18.13	18.67
Production Technician I	16.39	16.80	17.31
Production Technician II	16.39	16.80	17.31
Students	11.95	12.25	12.62

Team Leaders are interviewed, selected and assigned at the discretion of the Company.

Team Leaders will be paid a premium over the highest Classification in the team.

<b>Classification</b>	<b>March 1, 2006</b>	<b>March 1, 2007</b>	<b>March 1, 2008</b>
Press Team Leader	18.07	18.53	19.08
Packaging Team Leader	16.98	17.41	17.93
Fabrication Team Leader	18.07	18.53	19.08
Quality Control Team Leader	18.78	19.25	19.83
Die Repair Team Leader	19.26	19.74	20.33
Maintenance Team Leader	25.21	25.84	26.62

**HOURS WORKED** - To include vacation time, bereavement, jury duty, scheduled statutory holiday, company approved union business and overtime. Total hours not to exceed 168 hours on a **4-week** month and 216 hours on a 5-week month as this represents a normal month's schedule hours. Number of weeks in a month will be agreed to at the beginning of each calendar year.

Die repair will progress in four (4)three (3) month stages with progressive payments of 30 cents, 30 cents and 28 cents.

Trainees will be paid the greater of 50 cents per hour less than the classification rate or their present rate. Trainee periods are as follows:

Fabrication Team Leader	60 work days
Team Leader	60 work days
Press Technician	40 work days
Packaging Team Leader	20 work days
Production Technician I	20 work days
Production Technician II	20 work days
Quality Assurance Technician	40 work days

Trainees will be required to pass (i.e., attain 66% mark) a written test to confirm competence in the Safety, Quality, Productivity requirements of the job classification as part of their assessment.

A trainee may displace a permanent employee during his training. At the end of the training period, it is understood that the permanent employee will return to his original position.

Profit shall be calculated according to the normal accounting practices of the Company. In this regard, the Company will open its books for the London operation on request of the Union to assist in reaching an understanding as to the Company's profitability at its London plant.

## **MAINTENANCE DEPARTMENT**

### **A. Maintenance Apprentice**

The successful Apprentice shall be required to meet the admission and successful acceptance qualification of the Provincial Apprenticeship Program in a recognized Trade acceptable to the Company.

The Apprentice shall remain in good standing in the above program to its successful completion to retain the same employment with the Company.

#### **Wage Progression - Trainee/Apprentice**

During the term of the aforementioned training period, customarily 8000 hours, the employee will progress toward the **full** Mechanic Rate upon successful completion on each 2000 hours of **work as** determined by the Provincial Apprenticeship Program per the following schedule:

1st 2000 hours	starting rate
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2nd 2000 hours	15%
----------------	-----

3rd 2000 hours	20%
----------------	-----

4th 2000 hours	30%
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Successful completion	full mechanic rate
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Percentage increases shall be based on the difference between the then rate and full mechanic rate.

Trainees entering the program receiving an exemption of duration due to prior training **or** experiences shall be paid at the appropriate rate.

B. Maintenance Technician - qualifications are as follows:

- read, write and speak English
- fully qualified in one trade such as - millwright, maintenance mechanic, electrician, etc., with additional experience in hydraulics preferred and Journeyman status in one or more trade.

## **12 HOUR SHIFT APPENDIX**

The following procedures and guidelines will govern the twelve (12) hour shift schedule. The concept used in establishing the 12-hour schedule is that it will remain cost neutral in terms of wages and benefits.

1. Twelve (12) hours of work shall constitute a normal workday. The schedule will rotate from two or three days worked to two or three days scheduled off. Employees will work either three or four days in each payroll week and will be paid each week for the respective hours worked in that payroll week.
2. The payroll week shall consist of a seven (7) day period beginning at 7AM Sunday. The normal work day shall consist of twelve (12) consecutive hours of work which shall include 2 twenty (20) minute paid lunch periods and three (3) ten (10) minute breaks.
3. Hours worked in excess of twelve (12) hours will be paid at the rate of one and one half (1 1/2) times the regular rate of pay. Hours worked in excess of forty (40) hours during a 4 day scheduled work week and thirty-six (36) hours in a three (3) day scheduled

work week shall be paid at the rate of one and one half (1 1/2) times the **regular** rate of pay, provided all scheduled hours in the payroll week have been worked. Overtime payments shall not be duplicated (pyramiding) for the same hours worked under any terms of ~~this~~ agreement, (i.e. to the extent that hours are compensated at overtime rates under one provision, they shall not be counted as **hours** worked in determining overtime under the same or any other provision).

4. Double time ~~will~~ be paid for the **sixth (6)** worked day within the same payroll week (Sunday through Saturday).
5. When daily overtime work becomes necessary, the employees performing the work during their regular shift hours, that is, either day or nighttime hours, shall be given preference for such work. In the event such an employee does not desire to work the overtime, the work shall be divided **as** equitably **as** practical between employees who are qualified to perform such work in the department regardless of the hours they normally work.

This article is subject to the Overtime Principles **as** set out in the Collective Agreement.

6. The shift premium for all hours worked during the 12-hour shift schedule from 7:00 p.m. to 7:00 a.m. will be 55 cents.
7. Disciplinary action ~~will~~ be no more severe for 12 hour shift personnel than those on an 8 hour shift, i.e., three **(3)** eight hour shifts equal **two** (2) twelve hour shifts. Disciplinary action for one (1) day

suspension will be 8 hours and the employee will have the option of working 4 hours if he/she wishes.

8. **(a) Extrusion Plant**

*All* holidays will be observed as per Article 8.01. It is agreed that the Company may schedule normal hours of work on plant holidays. After consultation with the union. The scheduling method ~~will~~ be as per Article 8.03 (a).

If the holiday falls on a day that an employee is normally scheduled to work and the Company determines that work is not required of such employee, the statutory holiday will be paid to the employee at twelve (12) hours at the employees straight time rate.

Employees working the holiday will be paid up to twelve (12) hours holiday pay at their straight time rate and all hours worked at one and one half (1 1/2) times the regular rate of pay. When a holiday falls on the employees' scheduled day off, employees will receive eight (8) straight time hours.

Qualifying provisions of Article 8.00 apply

**(b) Cast House**

Remelt requires continuous operation and therefore all holidays must be covered by qualified personnel.

Employees working the holiday will be paid up to twelve (12) hours holiday pay and all hours worked at one and one half (1-1/2) times their regular rate of pay.



When a holiday falls on an employee's scheduled workday, and the employee is scheduled off by the Company, the holiday will be paid at twelve (12) hours straight time. When a holiday falls on the employee's scheduled day **off**, employees will receive eight (8) straight time hours.

Qualifying provisions of Article 8.00 apply.

9. Pay for bereavement leave under Article 22.02 shall be limited to a maximum of three (3) days of paid leave provided these days fall within five (5) calendar days of the date of death.

Refer to Section 22.02.

10. Jury duty will be paid up to (12) hours at straight time minus payment received for **jury** service. Where the duration of the **jury** duty exceeds 1 week, the employee will be scheduled on an 8-hour shift Monday through Friday and paid according to Article 22.03.

Refer to Article 22.03.

11. Vacation weeks are considered payroll weeks for the purpose of scheduling. i.e. vacations ~~will~~ be taken Sunday through Saturday. Vacation pay is identical to provisions in Article 12.

12. The wages **shall** be as shown on the schedule attached to this Agreement. Newly hired employees will remain at the starting rate of \$1.00 per hour less for their first twenty (20) days worked with a 50 cents per hour increase at the conclusion and a 50 cents per hour increase at the conclusion of forty (40) days worked to the appropriate job rate for

their classification as shown in the attached schedule.

13. Reporting on time shall be in accordance with provision 13.01 except that the guarantee will be ~~six~~ (6) hours work or ~~six~~ (6) hours pay at the employees regular straight time rate.

Call back to work shall be in accordance with provision 13.02.

## **REMELT APPENDIX**

The Remelt Facility will be considered and treated as *a* separate operation with its own seniority unit. Bidding between the Remelt and Extrusion operations is prohibited. Remelt employees will be hired directly into Remelt, and laid ~~off~~ directly from Remelt.

Prior to *a* layoff in the Remelt department, the affected employees are limited to the opportunity to exercise the right to displace any probationary employees, or students on the extrusion side and if this occurs to be assigned any overtime assignments available to which they may be qualified. *A* Remelt employee who exercises this right shall not lose any seniority and will continue to accumulate seniority; these employees will be afforded their vacation opportunities.

Remelt employees will function *as* a unit of shift teams with responsibilities to operate the unit under stated safety, quality, and production guidelines. Remelt team members will become proficient in all remelt functions and will be paid on a progressive wage scale. There will be one job classification in the Remelt Facility.

Based on plant requirements and outside ~~sale~~ demands, work schedules may vary between five and seven days per

week, and eight and twelve hour shifts. The Company reserves the right to rotate teams when safety, quality or business needs dictate.

**Cast House Technician  
Probationary Rate**

<b>Classification</b>	<b>March 1, March 1, March 1,</b>		
	<b>2006</b>	<b>2007</b>	<b>2008</b>
3 Month increase	15.99	16.39	16.89
6 Month increase	16.25	16.66	17.16
9 Month increase	16.50	16.92	17.43
12 Month increase	16.76	17.18	17.70
Team Leader	17.01	17.44	17.96

## **LETTER OF UNDERSTANDING**

### **OVERTIME**

This will confirm the understanding and agreement reached during negotiations of the Collective Agreement regarding the matter of oversights in selection of employees to work overtime.

It is agreed that where oversights in selection occur due to assignment within or outside the department concerned, the employee affected will be offered a like number of overtime hours at the earliest reasonable opportunity. This shall be within the subsequent quarterly period dependent on the availability of overtime.

The Company will maintain a weekly overtime log by department and plant wide. The log will record the total amount of hours accepted, refused, and not available. Further, an adjustment to an individual's overtime will be made if the individual is absent from work for more **than** three (3) weeks for whatever reason. This adjustment will bring the overtime hours of the person equal to the amount of overtime hours of the lowest individual in the department.

Holidays worked or not worked do not constitute overtime hours for charging purposes in the Cast House.

The overtime log will be posted in an acceptable location for observation by employees.

This Letter of Understanding is subject to the Overtime Principals as set out in the Collective Agreement.

This letter shall be effective for the duration of this Agreement.

## FORTHE COMPANY

C. Stover

C. Marks

D. Duval

C. Litras

## FORTHE UNION

S. Banks

R. Mason

L. Rickwood

B. Milner

B. Hunter

## OVERTIME PRINCIPLES

**Signup:** During day shift on Sunday, overtime sign up sheets will be posted for the week beginning the following Sunday (Sunday to Saturday). These sheets will provide a 14 shift sign **up** grid (7 days **x** days and afternoon **shift**). Employees wanting overtime must sign their names for any shift that they are available to work. If they wish to **work** for less shifts than the total number of shifts which they have signed **up** for, they must specify the maximum number of shifts which they are able to work. Space for this will be provided on the sign up grid. Sign up sheets will be taken down 7:00 a.m. on the Thursday of the week posted.

**Allocation of planned overtime:** Overtime will be allocated based on the employees who normally perform the work and their relative overtime hours worked. Based on these criteria, selection will be made from the sign up list. Based on 24 hours overtime worked amongst the employees who normally perform the work and who have signed up, the Company will offer overtime opportunity to eliminate this gap. Preference for overtime ~~will~~ be given to those willing to **work** full shifts (12 hours) regardless of year to date overtime hours. In the event of insufficient signup, the most junior employees within the classification of the same off shift will be assigned (day shift and night shifts).

Posting of allocated overtime: A schedule showing the allocation of planned overtime will be posted no later than 7:00 p.m. on Thursday prior to the week required.

Unplanned overtime: In the event of unplanned absenteeism which requires employees to be called in for overtime, the employee sign up grid from previous week will be used **for** first canvass, and shall be offered available hours by order of seniority and the least overtime hours worked.

Attendance: Once the overtime allocation has been posted, this is considered a scheduled shift. The Company will provide 72 hours notice **for** cancellation of any scheduled overtime shift, and employees scheduled for overtime shifts will provide the same notice to their Supervisor in the event that they are not available.

## **LETTER OF UNDERSTANDING**

### **VACATION**

It is understood that the use of January 1 as the date for determining vacation eligibility will not result in the **loss** of a vacation week for any Scarborough employee who is employed at the London plant under the terms of the London Collective Agreement.

#### **FOR THE COMPANY**

C. Stover

C. Marks

D. Duval

C. Litras

#### **FOR THE UNION**

S. Banks

R. Mason

L. Rickwood

B. Milner

B. Hunter

## **LETTER OF UNDERSTANDING**

### **RE: VACATION POLICY**

This will clarify the Letter of Understanding dated December 31, 1999 signed by the Company and the Union outlining the procedure **for** vacation time off and the use of single day vacations under the 12-hour schedule.

General provisions are:

Employees will be given their total number of vacation weeks entitlement as per Article 12 of the Collective Agreement.

Employees may choose any payroll week in the calendar year. Either a three **(3)** or a four **(4)** day week will constitute one **(1)** vacation week.

For the purpose of this Letter, a daily vacation unit is a 12-hour period of vacation which must be taken on a day when the employee would otherwise be normally scheduled to work.

It is agreed that during the prime vacation months (June, July and August), single unit days of vacation will be limited to a maximum of four **(4)** single days.

If an employee chooses to split a payroll week into single vacation days, a maximum of seven **(7)** single days will be permitted within a vacation year.

A minimum of forty-eight **(48)** hours' notice is required after April 1st. for approval for a single vacation day off.

These arrangements outlined in this letter do not affect the vacation pay of an employee which shall be calculated in accordance with the Collective Agreement.



All vacations must be submitted by April 1st and will be approved as per Article 12.01, as production requirements permit, or as per #6 above, subject to production requirements.

FOR THE COMPANY

C. Stover  
C. Marks  
D. Duval  
C. Litras

FOR THE UNION

S. Banks  
R. Mason  
L. Rickwood  
B. Milner  
B. Hunter

## LETTER OF UNDERSTANDING

### MASTER INSURANCE CONTRACT, ARTICLE 24.02

When the Master Insurance Contract referred to in Article 24.02 has been prepared, the Company agrees to forward it to the Union for its consideration. If the Union desires a meeting to discuss the Contract, it shall ~~so~~ notify the Company and that meeting will be held at the earliest convenience.

#### FORTHE COMPANY

C. Stover

C. Marks

D. Duval

C. Litras

#### FORTHE UNION

S. ~~Banks~~

R. Mason

L. Rickwood

B. Milner

B. Hunter

## LETTER OF UNDERSTANDING

### HEAT STRESS

This will confirm our discussions during negotiations concerning extreme heat levels in the plant during the mid-summer season.

We will continue our practice of allowing additional water **and** rest time when temperatures become unbearable. The production superintendent will co-ordinate **this** policy with the shift supervisor and their crew.

#### FOR THE COMPANY

C. Stover

C. Marks

D. Duval

C. Litras

#### FOR THE UNION

S. ~~Banks~~

R. Mason

L. Rickwood

B. Milner

B. Hunter

## LETTER OF UNDERSTANDING

### EMPLOYEE PERSONNEL FILES

It is agreed that current active London employees may review their personnel file held in the Human Resources department. Such request for review must be done in advance of scheduling an appointment at a time that is mutually satisfactory.

A Human Resource representative must be present during the review of the personnel file. Documents may not be removed or photo copied by the employee reviewing **such** file nor will copies be provided of any documents contained in an individual's personnel file. Discipline in the file which should be removed per Article 11.01 will be removed when brought to the attention of the Human Resource Manager.

Such review will take place during the employees lunch break period or scheduled time ~~off~~.

#### FORTHE COMPANY

C. Stover

C. Marks

D. Duval

C. Litras

#### FORTHE UNION

S. Banks

R. Mason

L. Rickwood

B. Milner

B. Hunter

## LETTER OF UNDERSTANDING

### STUDENT WORKERS

This **will** confirm our agreement during negotiations concerning the use of student workers in the London facility.

Student employees may be utilized in the plant during the summer months (May 1st to *Aug.* 31st). At no time shall the number of students working in the facility exceed the number of bargaining unit employees that are off **work** on vacation. Students **will** not work in the plant **or** perform any bargaining unit work when any bargaining unit employees (Full Time) are off work **as** a result of layoff.

Opportunities to work overtime will first be offered to **full** time bargaining unit employees before any students are requested to work such hours.

Students **will** receive the student rate **as** per Schedule "A". It is understood these student workers will not be eligible for benefits and will pay Union dues.

#### FOR THE COMPANY

C. Stover

C. Marks

D. Duval

C. Litras

#### FOR THE UNION

S. Banks

R. Mason

L. Rickwood

B. Milner

B. Hunter

## LETTER OF UNDERSTANDING

### SAFETY & HEALTH

This **will** confirm that the Company will follow all the rules and regulations of the current Occupational Health & Safety Act.

The Company will make available to employees once every eighteen- (18) months through the Company doctor or such other health care service providers **as** the Company doctor may suggest the following tests:

Chest x-rays

Blood Tests (lead & aluminum)

Pulmonary Tests

The Company will be responsible for the cost of these tests.

FOR THE COMPANY

FOR THE UNION

C. Stover

S. Banks

C. Marks

R. **Mason**

D. Duval

L. Rickwood

C. Litras

B. Milner

B. Hunter

## **LETTER OF UNDERSTANDING**

### **BARGAINING UNIT EMPLOYEES WORKING OUTSIDE PLANT ON COMPANY BUSINESS**

Travel time will be paid at straighttime wages and overtime pay will be applicable for production duties as per the C.B.A. The Company will **also** provide written notice of insurance coverage while any bargaining unit member is out of the plant on Company business.

#### **FOR THE COMPANY**

C. Stover

C. Marks

D. Duval

C. Litras

#### **FOR THE UNION**

S. Banks

R. Mason

L. Rickwood

B. Milner

B. Hunter

## **LETTER OF UNDERSTANDING**

### **MAINTENANCE DEPARTMENT**

In the event the Company requires **an** employee in the Maintenance Department to hold a specific license as a condition of employment and where such license must be renewed on a timely basis, the Company agrees that it will pay for the cost of such license renewal up to a maximum of \$75.00.

#### **FOR THE COMPANY**

C. Stover

C. **Marks**

D. Duval

C. Litras

#### **FOR THE UNION**

S. Banks

R Mason

L. Rickwood

B. Milner

B. Hunter



## LETTER OF UNDERSTANDING

### MAINTENANCE TEAM LEADER DESIGNATION

It is understood that under the current collective bargaining agreement maintenance employees are paid at the Team Leader rate of pay. With that being understood, maintenance employees **as of** ratification **of** the new labor agreement will retain the assigned hourly rate of pay attributed to Maintenance Team Leader status **as well as** any applicable pay increases; however, they will no longer be considered Team Leaders for the purposes of the collective agreement. One individual will be eligible for a Maintenance Team Leader in accordance with the terms of the labor agreement **as** set out in Schedule A. The Maintenance Leader will be paid at the current premium of \$1.08 over the Maintenance Technician rate.

#### FOR THE COMPANY

C. Stover

C. Marks

D. Duval

C. Litras

#### FOR THE UNION

S. Banks

R Mason

L. Rickwood

B. Milner

B. Hunter

## LETTER OF UNDERSTANDING

### MAINTENANCE REVIEW MEETING

The Company and Union agree to meet semi-annually to discuss Maintenance workloads, assignments and upcoming technical projects that may arise. The Union committee will include **two** (2) representatives from the skilled trades. These meetings shall be scheduled within four (*4*) weeks of a written request made by either party and shall permit discussions **and** analysis.

#### FOR THE COMPANY

C. Stover

C. Marks

D. Duval

C. Litras

#### FOR THE UNION

S. Banks

R. Mason

L. Rickwood

B. Milner

B. Hunter

## LETTER OF UNDERSTANDING

### DOCTOR'S NOTES

Doctor's notes will be reimbursed **to a** maximum of one medical note per employee per year to a maximum **of** \$25 when requested by Management.

#### FOR THE COMPANY

C. Stover

C. Marks

D. Duval

C. Litras

#### FOR THE UNION

S. Banks

R. Mason

L. Rickwood

B. Milner

B. Hunter

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