

COLLECTIVE AGREEMENT

Between:

MIROLIN INDUSTRIES CORP.

"the Company"

- and -

**United Steel, Paper and Forestry, Rubber Manufacturing, Energy, Allied
Industries and Service Workers International Union.**

UNITED STEELWORKERS

“the Union”

Effective July 1, 2011 to June 30, 2014

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THIS AGREEMENT ENTERED INTO AS OF THE 1ST DAY OF JULY 2011.

BETWEEN:

MIROLIN INDUSTRIES CORP.

(hereinafter referred to as the "Company")

- and -

UNITED STEELWORKERS OF AMERICA

(hereinafter referred to as the "Union")

ARTICLE 1 PURPOSE OF AGREEMENT

- 1.01 The general purpose of this Agreement is to secure the full benefits of orderly collective bargaining, an amicable method of settling any difference which may arise between the parties and to set forth the conditions of employment to be observed by the Company and the Union. The Union recognizes that the business in which the Company is engaged in is competitive and that the Company must be able to maintain an efficient operation and improve itself in a strong competitive market.
- 1.02 Use of the masculine gender in this Agreement shall also be considered female.

ARTICLE 2 RECOGNITION AND SCOPE

- 2.01 The Company recognizes the Union as the sole and exclusive bargaining agent for all of its employees in the Municipality of Metropolitan Toronto, save and except forepersons, persons above the rank of forepersons, office, clerical and sales staff.
- 2.02 Employees outside the bargaining unit shall not perform work normally performed (except where such work has historically been shared) by the bargaining unit where it directly gives rise to the layoff of bargaining unit employees. The performance of such bargaining unit work will not create a right to overtime or create a right to recall unless there is sufficient work to constitute a continuing full time job(s).
- 2.03 The Company may contract out work normally performed by employees in the bargaining unit. If such contracting out result in a layoff or prevents a recall from layoff or reduces the regular straight time hours of work of any bargaining unit employee's, the company will first explain the reason why and will discuss alternatives with the Union.

ARTICLE 3 RELATIONSHIP

- 3.01 The Company and the Union agree that there will be no discrimination, interference, intimidation or restraint or coercion exercised or practiced by the Company or the Union or by any of their representatives with respect to any employee. The Union and the Company agree that the employee's rights in the workplace under the Ontario Human Rights Code shall be respected by all parties to this Agreement.
- 3.02 The Company and the Union shall jointly develop a policy on harassment and discrimination. Such policy shall include up to one hour of awareness training to all employees including an agreed video on harassment about the policy. Employees shall not suffer any loss of pay while attending such seminar which will be during working hours.
- 3.03 The Company agrees it shall not interfere with, restrain, coerce or discriminate against employees in their lawful right to become and remain members of the Union and to participate in its activities.
- 3.04 The Union agrees that, except as provided for in this Agreement, there will be no union activity on the premises of the Company during the employees working hours except by agreement with the Company.
- 3.05 The Company agrees to introduce any new employee to the Local Union chairperson or designate within three (3) shifts of the employee commencing work.

ARTICLE 4 MANAGEMENT RIGHTS

- 4.01 Except as specifically limited by a specific provision of this Agreement, the Employer shall have the right to take any action it deems appropriate in the management of the plant and operation of the workforce. The Company agrees that these rights shall not be exercised in a manner inconsistent with the expressed terms of this agreement.

ARTICLE 5 NO STRIKES OR LOCKOUTS

- 5.01 The Company agrees that it will not cause or direct any lockouts of its employees and the Union agrees that it will not cause or direct any illegal strikes of its members.
- 5.02 The words "strike" and "lockout" shall be deemed to have the meaning given these words in the Ontario Labour Relations Act 1980.

ARTICLE 6 UNION SECURITY

- 6.01 (a) The Company shall deduct from every pay Union dues including, where applicable, initiation fees and assessments, on a Bi-weekly basis from the wages of each employee covered by this agreement. The amount of dues shall be calculated in accordance with the Unions Constitution.

- (b) All dues, initiation fees and assessments shall be remitted to the Union forthwith and in any event no later than 15 days following the last day of the month in which the remittance was deducted. The remittance shall be sent to the International Secretary Treasurer of the *United Steelworkers of America*. AFL-CIO-CLC, P.O. Box 13083, Postal Station 'A', Toronto Ontario, M5W 1V7 along with a completed Dues Remittance Form R-115. A copy of the Dues Remittance Form R-115 will also be sent to the Union office designated by the Area Coordinator.
 - (c) The remittance and the R-115 form shall be accompanied by a statement containing the following information:
 - (i) A list of the names of all employees' from whom dues were deducted and the amount of dues deducted;
 - (ii) A list of the names of all employees from whom no deductions have been made and reason;
 - (iii) This information shall be sent to both Union Addresses identified in article (b).
 - (d) 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.
 - (e) The company agrees to record total dues deductions paid by each employee on his/her T⁴ Income Tax Receipt.
- 6.02 The Union agrees to indemnify and save the Company harmless against all claims or other forms of liability that may arise out of, or by reason of, deductions made or payments made in accordance with this Article.

ARTICLE 7 UNION REPRESENTATIVE

- 7.01 The Company acknowledges the right of the Union to appoint or otherwise select Union Stewards for the purpose of representing employees in the handling of complaints and grievances.
- 7.02 The Company agrees to recognize one (1) Union Steward for each twenty five (25) employees or major fraction thereof with a minimum of one (1) steward on each shift.
- 7.03 The Company shall be notified in writing by the Union of the names of the Union Stewards and the areas they are representing and any changes made thereto. The Company shall be under no obligation to recognize such stewards until receipt of official notification from the Local Union Chairperson or President.
- 7.04 It is understood that the Stewards and Chairperson shall perform their regular work. When it is necessary that they investigate a grievance during working hours, they will not

leave their work before obtaining the permission of the Supervisor in charge. Such permission shall not be unreasonably withheld. When returning to their regular work they will report themselves to the Supervisor and if they are requested to do so, will give an explanation as to their absence and its length. If these conditions are met, the Company agrees that they will not lose pay in such circumstances.

It is understood that whenever possible, the stewards will attempt to take care of grievances at a time which will not impede the production of their department.

ARTICLE 8 NEGOTIATING COMMITTEE

- 8.01 The Company agrees to recognize and deal with a Negotiating Committee of not more than three (3) employees, plus the Plant Chairman or President, who shall be regular employees of the Company, along with representatives of the International Union.
- 8.02 The Negotiating Committee is a separate entity from other committees and will deal only with such matters as are properly the subject matter of negotiations, including proposals for the renewal or modification of this Agreement. The Committee shall be off work with no loss of straight time pay and benefits on each day the Committee is meeting with Management including two (2) days for proposals for the renewal and one (1) day for proofreading of the Collective Agreement.

ARTICLE 9 GRIEVANCE PROCEDURE

- 9.01 It is the mutual desire of the parties hereto that any complaint or cause for dissatisfaction arising between an employee and the Company with respect to the application, interpretation, or alleged violation of this Agreement shall be adjusted as quickly as possible.
- 9.02 The grievance procedure herein provided for are among the most important matters in the successful administration of this Agreement. The Company and the Union therefore agree that the designated grievance procedure as hereinafter set forth shall serve as and constitute the sole and exclusive means to be utilized by the grievor for the prompt disposition, decision and final settlement of a grievance arising in respect of the interpretation, application, administration or alleged violation of this Agreement. Wherever the term "grievance procedure" is used in this Agreement, it shall be considered as including the arbitration procedure.
- 9.03 It is generally understood that an employee has no complaint or grievance until he has first given his immediate supervisor an opportunity to adjust the complaint.
- 9.04 "Grievance" shall mean a complaint or claim concerning the discipline or discharge of an employee, or the interpretation, application, administration or alleged violation of this Agreement.

- 9.05 If, after registering the complaint with the supervisor and such complaint is not settled within two (2) regular working days or within any longer period which may have been agreed to by the parties, then the following steps of the Grievance Procedure be invoked:

Step No. 1

An employee's grievance must be submitted to the Foreman immediately in charge of the aggrieved employee within five (5) days from the date the circumstances upon which the grievance was based, was known or should have been known to the grievor. The written grievance shall identify the facts giving rise to the grievance, and shall be signed by the grievor whenever possible and countersigned by the employee's steward and dated. The foreman will give his answer to the employee by the end of the second working day following the presentation of the grievance and the giving of such answer will terminate Step. 1.

Step No. 2

If the grievance is not settled at Step 1, the grievance must be moved to Step 2 within three (3) days after the receipt of the Step 1 decision by being presented to the Human Resources Manager or his designate by written notice within the aforesaid three (3) working days. A meeting with the employee, the Steward, the Union President or his nominee, the Representative of the International Union, and the Human Resource Manager will be arranged at a mutually agreeable location and time to review and discuss the grievance. Such meeting will take place within three (3) days from the date the grievance is received by the Human Resource Manager. The Human Resource Manager may invite other members of Management to be present at such meeting. The Human Resource Manager will give a written reply by the end of the third working day following the date of the meeting, and the giving of such reply will terminate Step 2. If the written reply is not satisfactory, the next step must be taken within fifteen (15) days of receipt of such reply.

Step No. 3

In the event that the grievance is not settled at Step 2, the party having carriage of the grievance shall request arbitration of the grievance by giving notice to the other party within fifteen (15) days from the delivery of the decision at Step 3, but not thereafter. If a request for arbitration is not so given within such fifteen (15) day period, the grievance shall be deemed to be withdrawn.

- 9.06 Whenever "day" is utilized in this article, it refers to "working day".
- 9.07 The time limits and other procedural requirements set out in this Article are mandatory and not merely directory. Any grievance not appealed from one step of the grievance procedure to the next within the specified time limit shall be deemed to be withdrawn. No matter may be submitted to arbitration which has not properly been carried through all specified previous steps of the grievance procedure shall be final and binding upon both parties to this Agreement. If the respondent party to a grievance does not process the grievance in accordance with the requirements of the grievance procedure, the party

having carriage of the grievance shall move to the next step of the grievance within the time specified herein. The mandatory provisions of this Article 9 shall not be considered to have been waived by the parties or either of them unless they expressly provide a waiver of thereof in writing.

- 9.08 When two or more employees wish to file a grievance arising from the same alleged violation of this agreement, such grievance may be handled as a group grievance and presented to the Company beginning at Step Two of the Grievance Procedure.
- 9.09 The Union or the Company shall have the right to initiate a policy grievance of a general nature beginning at Step Two of the Grievance Procedure, and all provisions of the Grievance and Arbitration Procedures shall apply to such grievances.
- 9.10 The time allowances provided in this Article may be extended by mutual agreement between the parties in writing.
- 9.11 It is agreed that a settlement of any grievance under the grievance procedure shall not be construed as a precedent, and shall not be binding on either party in respect to any other grievance.

ARTICLE 10 DISCHARGE AND DISCIPLINARY ACTION

- 10.01 A claim by an employee, that he has been discharged or suspended, without just cause, shall be the proper subject for a grievance, if a written statement of such grievance is lodged at Step 2 of the grievance procedure within five (5) working days after the employee receives notice that he has ceased to work for the Company and returns to work after a suspension as the case may be. Where an arbitrator or arbitration board determines that an employee has been discharged or otherwise disciplined by an employer for cause and the collective agreement does not contain a specific penalty for the infraction that is the subject-matter of the arbitration, the arbitrator or arbitration board may substitute such other penalty for the discharge or discipline as to the arbitrator or arbitration board seems just and reasonable in all the circumstances.
- 10.02 (a) Discipline will include an oral translator where required. An employee's signature on a discipline document shall only be for proof of delivery.
 - (b) When an employee is dismissed without notice, the Company shall have a Union Steward present at the time of such dismissal and provide the Union Steward and the employee with a copy of the written confirmation of discharge.
- 10.03 All disciplinary notices, other than a suspension, shall be withdrawn from an employee's file after a period of twelve (12) months from the last date that the employee received any discipline.

A suspension shall be withdrawn from an employee's file after a period of fifteen (15) months from the last date that the employee received a suspension.

ARTICLE 11 ARBITRATION

- 11.01 When either party to this Agreement requests that a grievance be submitted for Arbitration, they shall make such request in writing addressed to the other party to this Agreement.
- 11.02 The Arbitration Procedure incorporated in this Agreement shall be based on the use of a single Arbitrator, selected on a rotating basis from a panel of four (4) arbitrators.
- 11.03 In selecting the panel of four (4) arbitrators, each party shall submit to the other party, a list of six (6) nominees. Each party to this Agreement shall select two (2) of the nominees from the list submitted by the other party. The nominees so selected then constitute the panel of four (4) arbitrators, the names to be listed in alphabetical order.
- 11.04 Should any of the arbitrators constituting the above mentioned panel of arbitrators withdraw or resign from the panel, then the party who nominated the arbitrator who has withdrawn or resigned, shall forthwith submit to the other party to this Agreement, a list of four (4) nominees from which shall be selected one (1) nominee to replace the arbitrator who has withdrawn or resigned.
- 11.05 The arbitrators shall act singly, and in rotation, with respect to each successive grievance that is referred to arbitration. Should any arbitrator be unable to hear a grievance within sixty (60) calendar days after the grievance has been referred to him, then he shall be passed over to the next in line.
- 11.06 Except where otherwise provided for in this Agreement, each of the parties hereto will bear its own expense with respect to any arbitration proceeding. The parties hereto will bear jointly the expenses of the arbitrator on an equal basis.
- 11.07 In the event either party desires to avail itself of such right of arbitration the decision of the arbitrator shall be final and binding upon the Company, the Union and all of the employees affected. In the event a grievance is not satisfactorily adjusted by application of the grievance procedure as set forth in this Agreement, and if neither party requests the matter to be arbitrated as provided in this paragraph, then such grievance shall be considered for all purposes as having been waived and abandoned by the Union and the aggrieved employee.
- 11.08 The arbitrator shall not be authorized to make any decision inconsistent with the provisions of this Agreement nor to add, alter, modify or amend any part of this Agreement, or to adjudicate any matter not specifically assigned to it by the Notice to Arbitrate.
- 11.09 The arbitrator shall hear and determine only one grievance at a time unless the parties expressly agree otherwise.
- 11.10 It is also understood and agreed that any arbitrator appointed pursuant to section 49 of the *Ontario Labour Relations Act* will be bound by the requirements of the grievance and arbitration procedures set out herein. Before applying for Expedited Arbitration under

section 49, the party applying will endeavour to discuss with the other party about a mutually agreeable date.

ARTICLE 12 SENIORITY

12.01 An employee shall not have seniority and shall be considered as a probationary employee until he has attained seniority status by actually working a total of seventy five (75) days. During such probationary period he will have no seniority rights. The discharge of a probationary employee will be in the sole discretion of the Company and shall not be arbitrable.

12.02 In all cases of promotion or filling of any permanent job vacancies, the following factors shall be considered.

- (a) seniority;
- (b) skill and ability; and
- (c) physical fitness and reliability

Where the qualifications in factors (b) and (c) are relatively equal, factor (a) shall govern.

In all cases of layoff or recall from layoff, seniority shall be the governing factor except when the employee does not have the ability to perform the work in question.

- (d) The Company and the Union will meet to negotiate a cross training program for skills in which it is agreed that additional persons are required, including for back up purposes. Seniority will be considered in the allocation of cross training opportunities.

The affected employee(s) shall have the right to displace less senior employees in other classifications and departments provided that the employee has the ability to perform the work in question and provided that there shall be no bumping into a higher rated position unless the employee has previously satisfactorily performed the job in question.

In the case of a layoff exceeding five (5) working days, then the Company shall first determine the classification and department and number of employees to be affected. The Company shall then issue notice of layoff to the least senior employees in the affected classification and department(s) provided that the remaining employees have the ability to perform the work in question.

Temporary Layoff

Temporary lay off shall be a lay off not exceeding five (5) working days. In the case of a temporary layoff as defined herein, the provisions of Article 12.02 shall not apply.

12.03 Vacancies in the position of lead hand shall be posted in accordance with the provision of the Collective Agreement. In filling such vacancy the Company shall consider the following factors:

- (a) Seniority;
- (b) Skill, qualification, product knowledge and communications skills.

The Company shall have the right to select the most qualified person applying for the job and in the event that the senior employee is bypassed, the Company agrees to inform the senior employee in writing as to the reasons why he was not selected for the job.

The general functions of a lead hand in addition to regular production work shall be:

- (a) Plan work to be performed by the group;
- (b) Determine “on the job” working procedure in the case of repair and maintenance work;
- (c) Assign and instruct members of the group;
- (d) Co-ordinate and record the work performed by the group.

Such directions do not include activities such as:

- (e) Hire, promote, demote, harass, suspend or discharge bargaining unit members;
- (f) Represent the Company in handling employee grievances;
- (g) Determine the schedules of hours, assignment of overtime, days and weeks during which an employee shall work;
- (h) Perform any generally accepted supervisory functions.

It is agreed that Lead hands will only work on overtime if the Lead Hand is required to perform overtime in the Lead Hand function unless other employees are not available to work the overtime required.

12.04 Subject to 12.05 seniority shall be maintained and accumulated during;

- (a) absence due to layoff, sickness or accident;
- (b) authorized leave of absence

12.05 An employee shall lose his seniority standing and employment and his name shall be removed from all seniority lists for any one of the following reasons;

- (a) if the employee voluntarily quits;
- (b) if the employee's discharge is for just and reasonable cause and he is not reinstated in accordance with the provisions of this Agreement;

- (c) if the employee is laid off and fails to return to work within five (5) working days after he has been notified to do so by the Company by registered mail to his last known address (a copy of such notice shall be sent to the union and a copy to the Local Union Chairperson);
- (d) if the employee has been laid off for lack of work or a period equal to his seniority to a maximum of eighteen (18) months;
- (e) if an employee is absent without permission for two (2) consecutive working days, without notifying the Company, except where the employees establish to the satisfaction of the Company that the failure to return to work and the failure to notify the Company are due to circumstances beyond the control of the employee

or

- (f) fails to return to work upon the expiration of a leave of absence or utilizes a leave of absence for a purpose other than that for which it was granted.

12.06 An updated seniority list will be posted in January and July of each year. A Copy of such seniority list shall be mailed to the Toronto area office of the Union and a copy to the Local Union chairperson.

12.07 The local Union President shall be notified in advance of the names of any employees slated for layoff and the expected duration of same. All layoffs of more than five days shall occur at the end of the regular work week.

12.08 (a) All permanent job vacancies in new or existing jobs within the bargaining unit shall be posted on the bulletin board for three (3) full working days prior to filling the job vacancy. An employee who is on vacation may request the Local Union Chairperson or designate to submit a request form to the Human Resources Manager on behalf of the employee.

(b) The job vacancy shall be filled in accordance with the provision of Article 12.02.

(c) The name of the successful applicant shall be posted on the bulletin board within five working days following the selection of the successful candidate (a copy of such posting shall be sent to the Local Union Chairperson).

(d) During the first thirty working days in a new position, an employee shall be paid a training rate of \$1.00 per hour less than the regular rate for that position. If the employee's previous wages are more than his training rate, the wage will be frozen for the thirty working days.

12.09 Temporary transfers may be made for a period not exceeding twenty-five (25) working days, unless the parties agree to a period exceeding twenty-five (25) working days. The provisions of Article 12.02 and 12.08 shall not apply to any temporary assignments pursuant to this clause.

An employee temporarily transferred for the convenience of the Company for one (1) full shift shall be paid the higher of the rate of the job or his regular rate.

An employee temporarily transferred due to lack of work or to avoid lay off for one shift shall be paid the rate of the job. Temporary transfers will not be used for vindictive or disciplinary reasons.

- 12.10 Employees promoted to supervisory or other positions, which disqualify them from being subject to this Agreement shall accumulate seniority for a period of three (3) months following such transfer and should such employees decide to return to the bargaining unit or are returned by the Company during the three (3) months period, they shall be returned to the job classification and department held by such employee immediately prior to such transfer.

No employee subject to the above may return to the bargaining unit once the three (3) month period has expired, other than as a new employee. This provision will apply once only for an employee.

- 12.11 The Company will supply the Local Union President of the Union, or in his absence, one (1) member of the Union Executive Committee, monthly, the name of persons who have been:

- (a) Recalled to work
- (b) New Hires
- (c) Quits
- (d) Absent through sickness or accident for one (1) full week
- (e) Change of Address.

12.12 Preferential Seniority

Plant chairperson, Health and Safety Co-Chairperson, and Chief Steward, and shall have top plant-wide seniority in case of lay-off and shall be retained by the Company on work they are willing and immediately able to perform.

ARTICLE 13 LEAVES OF ABSENCE

- 13.01 "Leave of Absence" shall mean absence from work requested by an employee in writing and consented to by the Company in writing. All requests for personal leaves of absence shall be made to the Foreman in writing by the employee concerned and a letter shall indicate in full the reasons for requesting the leave of absence. Any leave granted shall be in writing covering the specified period of time. The granting or withholding of a leave of absence shall be at the sole discretion of the Company.

- 13.02 An employee shall be entitled to pregnancy leave in accordance with the provisions of the Employment Standards Act of Ontario as it may be amended from time to time.
- 13.03 The company agrees to grant a total of up to forty five (45) days per contract year for unpaid leaves of absence for union business (including conferences, attendance at conventions etc.) provided the following conditions are met:
- (a) The request for any leave pursuant to this clause shall be made by a Union official.
 - (b) The Company is given at least two (2) weeks written notice from a Union official.
 - (c) Not more than one (1) employee is absent from any department at any one time.

The Company agrees to continue direct pay for employees absent on union business leaves and bill the union on a monthly basis.

The forty five (45) days shall not include the health and safety training provided by Article 18.06.

The Company will consider requests for leave, including leave for Union educational purposes, under this article in excess of the forty five (45) days per year.

ARTICLE 14 UNION REPRESENTATION

- 14.01 If an authorized representative, who is not employed by the Company, wants to speak to local union representatives about a grievance or other official business, he shall advise the Plant manager, or his designated representative, who shall then call the local union representative to an appropriate place where they may confer privately. These talks will be arranged so that they will not interfere with production. It is understood that the above referenced privilege is in the discretion of the Company and that such privilege will only be extended so long as, in the judgement of the Company, it is not being abused.
- 14.02 The Company agrees that each new employee will be introduced to the Unit Chairperson, or an alternate as designated by the Unit Chairperson, within his/her first week of employment. The new employee and the Unit Chairperson will be entitled to meet for 10 minutes without loss of pay.
- 14.03 The Company agrees to provide a lockable filing cabinet for union business to be located in a mutually agreed upon location.

ARTICLE 15 BULLETIN BOARD

- 15.01 The Company agrees to purchase a bulletin board for union business to be located in areas accessible to employees in the plant for the purpose of posting meeting notices and

official union information. Such postings shall be signed by a Union official and reviewed by a member of Management.

ARTICLE 16 PAYMENT FOR INJURED EMPLOYEES

16.01 In the event that an employee is injured in the performance of his duties, he shall, to the extent that he is required to stop work and receive treatment, be paid wages for the remainder of his shift. If it is necessary, the Company will provide, or arrange for, suitable transportation for the employee to the doctor or hospital and back to the plant or his home.

ARTICLE 17 JURY AND WITNESS DUTY

17.01 Each seniority employee who is summoned to and reports for jury duty or as a Crown witness, as prescribed by applicable law, shall be paid by the Company for up to ten (10) working days the difference between the Employee's basic hourly rate for the number of hours up to eight (8) that he otherwise would have been scheduled to work and the daily jury/Crown witness fee paid by the Court.

In order to receive payment under this section an employee must meet all the following eligibility requirements:

- (a) the employee shall have given twenty four (24) hours notice to his supervisor that he has been summoned for jury duty or as a crown witness;
- (b) the employee shall furnish satisfactory evidence to the Company that he reported for and performed jury duty/crown witness testimony, on the days for which he claims payment;
- (c) the employee would otherwise have been scheduled to work for the Company on the day or days for which he claims payment;
- (d) the employee must produce to the Company a cheque or voucher from the Court showing the amount paid and the dates in reference to which such payment is made, exclusive of meal and/or travel allowance.

ARTICLE 18 HEALTH AND SAFETY

18.01 The Company and the Union shall maintain an Occupational Safety and Health Committee consisting of not more than three (3) members elected or appointed by the Union and not more than (3) members elected or appointed by the Company.

18.02 The Company shall hold a monthly meeting to discuss safety and conduct plant safety inspections.

18.03 The Union Chairman of the Committee shall have the right to accompany all authorized safety inspectors on tours of the Plant and shall receive copies of any reports sent to the

Company pertaining to such inspections and a copy of the Form 7 which shall be discussed at the Joint Health and Safety Committee meeting.

18.04 This Article will be subject to the Occupational Health and Safety Act of Ontario.

18.05 Safety Shoes - The Company will contribute up to a maximum of:

effective July, 2011	One Hundred Fifteen dollars (\$115.00)
effective July 2012	One Hundred Fifteen dollars (\$115.00)
effective July 2013	One Hundred Fifteen dollars (\$115.00)

each calendar year to any full time seniority employee who purchases CSA approved safety shoes.

18.06 The Company agrees to provide paid Health and Safety training to the Committee members that are mutually agreed to by the parties.

18.07 The Company agrees to observe one minute silence on April 28 each year, the National Day of Mourning, and to allow the certified worker representative the day off with no loss of pay to participate in ceremonies sponsored by the Union

ARTICLE 19 PLANT HOLIDAYS

19.01 The following days shall be observed as holidays with pay for seniority employees. The following shall be subject to the qualifying requirement of Article 19.02.

New Year's Day	Canada Day	Thanksgiving Day
Good Friday	Civic Holiday	Christmas Day
Victoria Day	Labour Day	Boxing Day
m		Family Day

p
ensation shall be equivalent to the employee's straight time hourly rate for a day worked, provided he complies with the qualifications set forth in Article 19.02.

19.02 In order to qualify for any of the holidays designated in Article 19.01, the employee must work his scheduled shift immediately prior to and his scheduled shift immediately following the holiday.

ARTICLE 20 VACATIONS

20.01 Employees with less than one (1) year continuous service as of June 30 in any year will be granted vacation in accordance with the Employment Standards Act.

20.02 An employee having at least one (1) year continuous service with the Company as of June 30 in any year shall be entitled to two (2) weeks vacation with pay computed at the

rate of four (4%) of the employee's earnings with the Company in the twelve (12) month period immediately proceeding such June 30.

- 20.03 An employee having at least five (5) years' continuous service with the Company as of June 30 in any year shall be entitled to three (3) weeks vacation with pay computed at the rate of six percent (6%) of the employees earnings with the Company in the twelve (12) months period immediately proceeding such June 30.
- 20.04 An employee having at least ten (10) years' continuous service with the Company as of June 30 in any year shall be entitled to four (4) weeks vacation with pay computed at the rate of eight percent (8%) of the employee's earnings with the Company in the twelve (12) months period immediately proceeding such June 30.

ARTICLE 21 BENEFITS

- 21.01 The Company will pay the following percentage of the premium costs for the following insured benefit plans for employees who have completed six (6) months of employment:

- (a) **Life Insurance**
100% of the premium cost for the following benefit amount:

effective July 1, 2011	maximum \$30,000
effective July 1, 2012	maximum \$30,000
effective July 1, 2013	maximum \$30,000
- (b) **Accidental Death & dismemberment**
100% of the premium cost for the following benefit amount:

effective July 1, 2011	maximum \$30,000
effective July 1, 2012	maximum \$30,000
effective July 1, 2013	maximum \$30,000
- (c) **Major Medical - Co-Insurance** – 100% of premium cost for a plan which provides a Generic Drug card with \$6.00 maximum dispensing fee paid by the employee and no other Co-Insurance paid by the employee;
- (d) **Dental Plan** - 100% of the premium cost for the Plan
1 Year Lag from current ODA Fee Schedule;
- (e) **Weekly Indemnity**
Effective January 1, 2004, the Company will pay 100% of the premiums for a 1-1-8-17 plan with a benefit level of 60% of earnings. The Company shall receive 100% of the Employment Insurance premium rebate.
- (f) **Pension Plan:**

The Company agrees to arrange a Group Registered Retirement Savings Plan for employees who have achieved 6 months of employment. The Plan Administrator

and type of plan will be agreed between the parties no later than Nov 1, 2005. The plan does not form part of the agreement except to the extent that the Company agrees to:

- (i) arrange it
- (ii) agree on the administrator and Plan Type
- (iii) make matching contribution as provided below

The Company will not object to the Union being a party to the Plan such that it shall have standing to pursue legal remedies in court.

Contribution of both employee and Company must remain in the Plan unless withdrawn for the purpose of post-secondary education, for buying a first home or upon severance of employment. The rate of employee contributions may only be charged once in every 12 months period.

The Company's contribution effective January 1, 2012 shall match the employee's contribution to a maximum of 2.0% of earnings calculated each payroll period.

(g) Vision:

\$200.00 to be applied to the purchase of prescription eyewear every 24 months for employees and their dependents

(h) Long Term Disability

Effective September 1, 2008 – 60% of monthly earnings/maximum of \$3,000 per month. LTD premium is 100% employee paid.

ARTICLE 22 WAGES

22.01 During the lifetime of this Agreement, all payment of wages shall be made in accordance with the job classifications and wage rates set out in Schedules A, which is hereby made part of this Agreement.

22.02 Shift Premiums:

Effective July 1, 2011	Afternoons	- . 60cents per hour
	Midnights	- .90cents per hour
Effective July 1, 2012	Afternoons	- .65cents per hour
	Midnights	- .95cents per hour
Effective July 1, 2013	Afternoons	- .70 cents per hour
	Midnights	- \$1.00 cents hour

22.03 New or Changed Jobs

The Company agrees to negotiate with the Union, the rate of pay for any new or changed

Job prior to the rate being installed. However if the parties fail to agree on the new rate, they shall install the new rate proposed by the Company and the Union shall have the right to grieve the rate.

ARTICLE 23 HOURS OF WORK AND OVERTIME

23.01 The standard work week for employees shall be forty (40) hours per week.

23.02 The provisions of this Article are not to be interpreted as a guarantee of or a limitation upon the hours of work to be done per day or per week or otherwise nor as a guarantee of working schedules but shall serve to assist the parties in the computation of regular pay and overtime pay. An employee who has worked more than his regular scheduled hours in a day shall be entitled to overtime pay for those excess hours if he works his full scheduled work week. The requirement of working his full scheduled work week does not apply to a reduction in hours:

- (a) If the Company reduces his regularly scheduled straight time during the rest of the week.
- (b) If the employee is off work because of union business, bereavement leave, vacation, approved leave of absence or hospitalization.

23.03 Employees will be given a thirty (30) minute lunch period without pay during their working shift.

23.04 There shall be no pyramiding of overtime rates.

23.05 Overtime shall initially be on a voluntary basis. However, if the Company is unable to secure sufficient volunteers from amongst persons who have previously satisfactorily performed the work, such persons shall be required to work in reverse order of seniority. The Company shall keep up-to-date records of all overtime worked for employees' inspection.

23.06 Employees shall be allowed an uninterrupted ten (10) minute rest period approximately midway through each half shift.

23.07 Those functions operating on a three (3) shift per day basis are currently scheduled as follows:

Day Shift	7:00 a.m.	-	3:00 p.m.
Afternoon Shift	3:00 p.m.	-	11:00 p.m.
Midnight Shift	11:00 p.m.	-	7:00 a.m.

subject to the following:

- (a) This shall not prevent the scheduling of individual functions at other times as required by operations. The Company agrees to discuss any changes in advance with the Union.

- (b) The lunch break for persons on such functions are twenty-five (25) minutes paid and the rest break of fifteen (15) minutes paid is once per shift.

Whenever any permanent changes to any scheduled shifts are required, the Company will communicate the details of such change to the Union prior to the change.

ARTICLE 24 BEREAVEMENT LEAVE

- 24.01 When death occurs in a seniority employees immediate family (i.e. mother, father, brother, sister, current spouse, child, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparents), the employee, upon request, will be excused for a period not to exceed three (3) consecutive days or such fewer days as the employee may be absent, immediately following the date of death. The employee shall be entitled to receive any pay hereunder for any day upon which he would not otherwise have been scheduled to work for the Company. Payment will be based upon employees base hourly rate exclusive of premiums.

ARTICLE 25 HUMANITY FUND

- 25.01 The company agrees to deduct on a bi-weekly basis the amount of one cent (\$.01) per hour from the wages of all employees in the bargaining unit for all hours worked and prior to the fifteenth (15th) day of the month following, to pay the amount so deducted to the Humanity Fund and to forward such payment to the United Steelworkers of America National Office, 234 Eglinton Avenue East, Toronto, Ontario M4P 1K7, and to advise in writing both the Humanity Fund at the aforementioned address and the local union that such payment has been made.

25.01 B LIFELINE FOUNDATION

The Company shall contribute \$5 per employee per year to the Lifeline Foundation.

ARTICLE 26 DURATION OF AGREEMENT

- 26.01 This Agreement shall become effective as of the 1st day of July 2011 and shall remain in effect up to and including the 30th day of June 2014 and shall automatically renew itself from year to year thereafter unless written notice of the desire to amend any portion of any of the terms hereof is given by either party to the other within ninety (90) days prior to the expiration of the agreement or any such annual period thereafter. The parties agree to begin negotiations within fifteen (15) working days after such notification.

DATED at Toronto, Ontario this ____ day of _____, 2012.

MIROLIN INDUSTRIES CORP.

UNITED STEELWORKERS OF AMERICA

Schedule A – Job Classifications and Wages

		Effective July 1, 2011				
<u>Dept.</u>	<u>Classification</u>	<u>Start</u>	<u>3 Mos</u>	<u>12 Mos</u>	<u>18 Mos</u>	<u>24 Mos</u>
Warehouse	C1 Lead Hand Shipper	\$11.72	16.12	20.51	21.46	22.43
	C2 Lead hand Receiver	\$11.72	15.39	19.03	20.40	20.82
	C3 Receiver	\$11.72	14.67	17.58	18.40	19.17
	C4 Warehouseman	\$11.72	13.17	14.67	15.34	16.01
Maintenance	Electrician	\$22.84	28.09	29.26	30.46	31.87
	Electro Mechanical	\$11.72	14.91	18.12	21.33	24.58
	Robotic Technician	\$11.72	14.66	17.62	20.56	23.49
	C1 Maintenance Mechanic I	\$11.72	17.58	23.44	24.52	25.59
	C2 Maintenance Mechanic II	\$11.72	16.12	20.51	21.46	22.43
	Field Repairman					
	C3 Janitor	\$11.72	13.03	14.29	14.95	15.61
Mold	C1 Mold Repair I	\$11.72	15.04	18.31	19.15	20.01
	C2 Mold Repair II	\$11.72	13.93	16.12	16.87	17.61
Cabinet	C1 Lead Hand	\$11.72	15.04	18.31	19.15	20.01
	C2 Machine Operator	\$11.72	13.17	14.67	15.34	16.01
	C3 Assembler	\$11.72	12.44	13.17	13.82	14.41
Acrylic	C1 Lead Hand	\$11.72	15.76	19.79	20.69	21.62
	C2 Forming Operator	\$11.72	14.67	17.58	18.40	19.17
	Chop Gun Operator					
	C3 Set Up Operator	\$11.72	13.93	16.12	16.87	17.61
	Machining Operator					
	Packer					
	C4 Whirl Assembler	\$11.72	12.66	13.57	14.19	14.80
	Buffer/Sander					
	C5 Laminator	\$11.72	12.30	12.86	13.42	14.01
	Cleaner					

Schedule A – Job Classifications and Wages

		Effective July 1, 2012				
<u>Dept.</u>	<u>Classification</u>	<u>Start</u>	<u>3 Mos</u>	<u>12 Mos</u>	<u>18 Mos</u>	<u>24 Mos</u>
Warehouse	C1 Lead Hand Shipper	\$11.95	16.44	20.92	21.89	22.88
	C2 Lead hand Receiver	\$11.95	15.70	19.41	20.81	21.24
	C3 Receiver	\$11.95	14.96	17.93	18.77	19.55
	C4 Warehouseman	\$11.95	13.43	14.96	15.64	16.33
Maintenance	Electrician	\$23.30	28.65	29.85	31.07	32.51
	Electro Mechanical	\$11.95	15.21	18.48	21.76	25.07
	Robotic Technician	\$11.95	14.95	17.97	20.97	23.96
	C1 Maintenance Mechanic I	\$11.95	17.93	23.91	25.01	26.10
	C2 Maintenance Mechanic II	\$11.95	16.44	20.92	21.89	22.88
	Field Repairman					
	C3 Janitor	\$11.95	13.29	14.58	15.25	15.92
Mold	C1 Mold Repair I	\$11.95	15.34	18.68	19.53	20.41
	C2 Mold Repair II	\$11.95	14.21	16.44	17.21	17.96
Cabinet	C1 Lead Hand	\$11.95	15.34	18.68	19.53	20.41
	C2 Machine Operator	\$11.95	13.43	14.96	15.64	16.33
	C3 Assembler	\$11.95	12.69	13.43	14.10	14.70
Acrylic	C1 Lead Hand	\$11.95	16.08	20.19	21.10	22.05
	C2 Forming Operator	\$11.95	14.96	17.93	18.77	19.55
	Chop Gun Operator					
	C3 Set Up Operator	\$11.95	14.21	16.44	17.21	17.96
	Machining Operator					
	Packer					
	C4 Whirl Assembler	\$11.95	12.91	13.84	14.47	15.10
	Buffer/Sander					
	C5 Laminator	\$11.95	12.55	13.12	13.69	14.30
	Cleaner					

SCHEDULE A – JOB CLASSIFICATIONS AND WAGES

		Effective July 1, 2013				
<u>Dept.</u>	<u>Classification</u>	<u>Start</u>	<u>3 Mos</u>	<u>12 Mos</u>	<u>18 Mos</u>	<u>24 Mos</u>
Warehouse	C1 Lead Hand Shipper	\$12.19	16.77	21.34	22.33	23.34
	C2 Lead hand Receiver	\$12.19	16.01	19.80	21.23	21.65
	C3 Receiver	\$12.19	15.26	18.29	19.15	19.94
	C4 Warehouseman	\$12.19	13.70	15.26	15.95	16.66
Maintenance	Electrician	\$21.95	29.22	30.45	31.69	33.16
	Electro Mechanical	\$12.19	15.51	18.85	22.20	25.57
	Robotic Technician	\$12.19	15.25	18.33	21.39	24.44
	C1 Maintenance Mechanic I	\$12.19	18.29	24.39	25.51	26.62
	C2 Maintenance Mechanic II	\$12.19	16.77	21.34	22.33	23.34
	Field Repairman					
	C3 Janitor	\$12.19	13.56	14.87	15.56	16.24
Mold	C1 Mold Repair I	\$12.19	15.65	19.05	19.92	20.82
	C2 Mold Repair II	\$12.19	14.49	16.77	17.55	18.32
Cabinet	C1 Lead Hand	\$12.19	15.65	19.05	19.92	20.82
	C2 Machine Operator	\$12.19	13.70	15.26	15.95	16.66
	C3 Assembler	\$12.19	12.94	13.70	14.38	14.99
Acrylic	C1 Lead Hand	\$12.19	16.40	20.59	21.52	22.49
	C2 Forming Operator	\$12.19	15.26	18.29	19.15	19.94
	Chop Gun Operator					
	C3 Set Up Operator	\$12.19	14.49	16.77	17.55	18.32
	Machining Operator					
	Packer					
	C4 Whirl Assembler	\$12.19	13.17	14.12	14.76	15.40
	Buffer/Sander					
	C5 Laminator	\$12.19	12.80	13.38	13.97	14.58
	Cleaner					