

COLLECTIVE AGREEMENT

BETWEEN

DAYMOND ALUMINUM

A DIVISION OF DAYMONEX LIMITED

- AND -

**THE NATIONAL AUTOMOBILE, AEROSPACE,
TRANSPORTATION AND GENERAL WORKERS**

UNION OF CANADA (CAW-CANADA)

AND IT'S LOCAL 127

November 16, 2002 – November 15, 2005

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CANADA (CAW-CANADA) AND ITS LOCAL 127

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ARTICLE 1 - RECOGNITION

- 1.01 The Company recognizes the National Union, CAW and its Local 127, as the bargaining agent of all employees of the Company at its Aluminum Division Plant at Chatham, Ontario, save and except foremen, persons above the rank of foreman, laboratory technicians and office and sales staff.

- 1.02 The purpose of this agreement is to provide a procedure for orderly collective bargaining between the parties, to secure prompt and fair disposition of grievances or complaints, to set forth the basic principles concerning wages, hours and working conditions.

- 1.03 When the male noun or pronoun is used in this agreement, it shall also mean the female.

ARTICLE 2 – MANAGEMENT RIGHTS

2.01 The Union recognizes and acknowledges that the management of the plant and direction of the working force are fixed exclusively in the Company and without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Company to:

- (a) maintain order and efficiency;
- (b) hire, retire, promote, demote, classify, transfer and lay off and recall employees as herein provided; and to discipline or suspend or discharge for proper cause any employee, subject to the grievance procedure as hereinafter provided;
- (c) make, enforce and alter, from time to time, reasonable rules and regulations to be observed by the employees; such rules not to be inconsistent with the provisions of this agreement. The Company agrees to give a copy of any changes in plant rules to the unit chairperson and to discuss the changes prior to posting of same on the bulletin board;
- (d) except as specifically limited by the express provisions of this agreement, to determine the nature and kind of business conducted by the Company; the kinds and locations of plants; equipment and material to be used; the control of materials and parts; the methods and techniques of work; the content of jobs; the schedules of production; the number of employees to be employed; the extension, limitation, curtailment or cessation of operations or any part thereof; and to determine and exercise all other functions and prerogatives which shall remain solely with the Company.
- (e) This agreement replaces all previous oral agreements and past practices established by the parties

ARTICLE 3 - UNION SECURITY

- 3.01 All employees who are members of the Union as of the date of this agreement will continue to be members of the Union.
- 3.02 An employee who is hired subsequent to September 1st, 1979, shall become a member of the Union and will continue to be a member of the Union.
- 3.03 (a) The Company agrees to require all employees to authorize the deductions of regular weekly union dues, initiation and local assessments as authorized by the Constitution of the Union and By-Laws of the Local. (Over a 48 week period)
- (b) The above deductions, together with that provided for in (c) below, will be deducted within the first thirty (30) days in the case of new employees and shall be remitted by the Company to the Financial Secretary of Local 127 by the 5th of the month following the end of the month in which the deductions were made. The remittance shall be by cheque and shall include a record of those from whom the deductions were made and the amount of such deduction.

(c) **Paid Education Leave**

The Company agrees to pay into a special fund, three cents (3¢) per hour per employee for all compensated hours for the purpose of providing paid education leave for Company Bargaining Unit employees. Such paid education leave will be for the purpose of upgrading the employee=s skill in all aspects of Trade Union functions. Such monies to be paid on a quarterly basis into a trust fund established by the National Union, CAW and sent by the Company to the following address: **CAW Leadership Training Fund, CAW-Canada, 205 Placer Court, Toronto, ON, M2H 3H9.**

The Company further agrees that members of the bargaining unit, selected by the Union to attend such courses, will be granted a leave of absence for twenty (20) days of class time, plus travel time where necessary, said leave of absence to be intermittent over a twelve (12) month period from the first day of leave. Employees on said leave of absence will continue to accrue seniority and benefits during such leave.

The Company further agrees to supply the Union with the following information when each contribution is sent to the Paid Education Leave Program: the Local Union number, the Bargaining Unit(s) covered, the number of employees, the number of hours used in the payment calculated and the period of time covered.

Paid Education Leave will be limited to two (2) employees at any one time and their time required will be extra to any other leave they are entitled to. Requests for additional leaves or extra employees to take them will be granted at the discretion of the Company.

- (d) The Company shall also provide the following information to the Local Financial Secretary.
 - (i) A list of all members in the bargaining unit regardless if they had not paid dues in the month.
 - (ii) each members mailing address.
 - (iii) the employee=s clock number.
 - (iv) each members employment status not actively at work.

3:04 The Company will also advise Local 127 of those employees from whom no dues were deducted and the reasons why.

3:05 Notwithstanding the above provisions, nothing in this collective agreement shall require the Company to terminate the services of an employee because his standing in the Union is revoked.

ARTICLE 4 - REPRESENTATION

4:01 The Union shall appoint and the Company will recognize a bargaining committee of four (4) persons, one of whom shall be the plant chairperson and three of whom shall be stewards who will be employees of the Company at all times and who will have completed at least six (6) months of employment.

The National President or his designate may be present at the request of either party at meetings held between the parties except that Step 1 and Step 2 of the Grievance Procedure shall not be part of this provision.

During negotiations the members of this committee will be assigned to work the day shift hours and if no suitably qualified voluntary exchange can be made with another employee, the Company shall be saved harmless by the Union from any employee complaints and/or grievances arising from his being assigned to replace the committee members or stewards.

(b) In the absence of the Plant Chairperson, a Vice-Chairperson appointed by the Union shall be recognized and shall perform the functions of the Plant Chairperson. The Vice-Chairperson shall be assigned to the day shift.

The negotiating committee members shall not have any loss of regular pay to a maximum of 8 hours for time off on days spent in negotiations where meetings are being held with management, this provision does not apply after a strike or lock-out commences.

(b) For purposes of negotiations, as required, the Company will recognize a skilled trades representative to discuss skilled trades issues.

4.02 (a) The Company will recognize stewards from each of the following departments who shall be employees of the Company at all times and who will have completed at least six (6) months of employment:

(1) **Extrusion Department:** The Extrusion department will consist of extrusion and billet control. One on each operating shift.

(2) **Fabrication Department:** One on each operating shift.

(3) **Anodize Department:** One on each operating shift.

(4) **Shipping Department: One .**

(5) **Skilled Trades: One**

(6) **Quality Control Department: One.**

(7) **Anodize Packing: One**

(8) **Buffing: One**

* (b-1) Shipping, **Buffing, Packing**, Skilled Trades, Lift Truck and Quality Control employees on the second and third shifts will be represented by the elected steward who is geographically located in the plant closest to the employee.

The plant chairperson shall work the hours of the day shift and stewards shall rotate with their shift and work the hours of their shift

(b-2) In the event a new department or a new shift is established by the Company, the Union would be given an opportunity to review steward representation to ensure that the new department or new shift will be covered. This may include an additional steward

(b-3) For the purpose of representation, two (2) employees will constitute an operating shift and, where possible, the Company will provide work, to the steward, which he is capable of performing.

4.03 The Company will also recognize alternates for the above stewards who will act in the absence of the steward.

4.04 The Union will inform the Company in writing of the names of the stewards and members of the bargaining committee and of any subsequent changes in the names of either. The Company shall not be asked to recognize any steward or members of the bargaining committee until such notification form the Union has been received.

The Chairperson will also advise the Company in writing of the names of the alternates to act in the absence of a steward.

4.05 The Union acknowledges that chairpersons and stewards have their regular duties as employees to perform and that such persons will not leave their regular duties without first obtaining permission from their foreman, which will not be unreasonably withheld.

It is agreed that the chairperson and stewards will not be given permission to leave their regular duties for Union activities other than grievance related matters, scheduled meetings with the Company or as otherwise provided for herein.

While attending to such business the Company agrees to reimburse chairpersons and stewards for time lost at their regular day work rate plus any accumulated COLA.

It is further agreed that the Plant Chairperson will be given the last three (3) hours per day to conduct in-plant union business. If the chairperson is required to leave the plant, he shall book out and no pay shall be made by the Company.

Requests made by the Company will not be included in this time, unless mutually arranged.

It is understood that the chairperson will, as best as practical, arrange his in-plant business for this time period.

- 4.06 The Union agrees that there shall be no Union activity whatsoever, except for local or unit elections, conducted on the premises of the Company.
- 4.07 Department stewards shall exercise seniority in accordance with 9.03 (a) of this agreement. However, in the event that no employee in his department has less seniority and provided the steward is able to perform the work, he may exercise preferred seniority to displace the employee who has the least seniority among the remaining employees in his department, whose work he can do.

The plant chairperson shall exercise seniority in accordance with 9.03 (a) and (b) of this agreement. However, provided there is work available which he can perform, he will be retained at work by displacing the employee who has the least seniority amongst remaining employees in the plant, whose work he can do.

It is understood that the stewards shall be the last to be transferred from their respective departments provided another employee in the department is able to perform the required temporary work.

Where a committee person (4.01 refers) has exercised seniority in accordance with 9.03 (a) and (b) of this agreement, provided there is work available which he can perform, he will be retained at work by displacing the employee who has the least seniority amongst remaining employees in the plant, whose work he can do.

In the event that two stewards remain in the same department, the committee person will be retained as department steward.

- 4.08 The Company agrees to provide the Union committee with an office equipped with a file, desk and telephone.

ARTICLE 5 - NO STRIKES - NO LOCKOUTS

- 5.01 So long as this agreement continues to operate, the Union and the Company agree that there shall be no strikes or lockouts of any kind.

- 5.02 The words "strike" and "lockout" shall be defined in the Labour Relations Act, R.S.O., 1970, as amended.

ARTICLE 6 - GRIEVANCE PROCEDURE

- 6.01 The parties to this agreement are agreed that it is of utmost importance to adjust complaints and grievances as quickly as possible.
- 6.02 No grievance shall be considered which usurps the function of the management as set forth in this agreement or where the circumstances giving rise to the grievance were known, or should have been known, to the grievor, more than five (5) work days before the initial presentation of the grievance.
- 6.03 A chairperson or steward required to attend a meeting called by the Company at a time other than his regular shift, will be paid the applicable overtime premium rate plus any accumulated COLA.
- 6.04** The best efforts of the Company and the Union representatives concerned shall be employed in resolving a grievance at each of the following steps of the grievance procedure. The decision of management at each step of the grievance procedure will be delivered to the appropriate representative of the Local.

An employee, with the assistance of his union steward, shall discuss his grievance with the **affected** supervisor in an attempt to resolve the issue before proceeding to Step 1.

In the event the affected supervisor and the union steward are on opposite shifts, the union steward will be allowed to have up to one (1) hour, paid at the applicable rate, before or after the shift, to discuss the concern with the affected supervisor. Prior arrangements must be made with the Human Resources Manager to schedule such meeting, within twenty-four (24) hours, with the affected supervisor.

6.05 Step No. 1

The grievor may present his grievance in writing to his **affected** supervisor and they shall discuss the issue and attempt to resolve it. The employee shall have the assistance of his department steward. If a satisfactory settlement to the employee concerned is not reached within three (3) work days (or any other period of time which may be mutually agreed upon), the grievance shall be presented as follows, within three (3) work days thereafter. The supervisor shall sign the grievance which will only acknowledge receipt of such grievance.

In the event the affected supervisor and the union steward are on opposite shifts, the union steward will be allowed to have up to one (1) hour, paid at the applicable rate, before or after the shift, to discuss the concern with the affected supervisor. Prior arrangements must be made with the Human Resources Manager to schedule such meeting, within twenty-four (24) hours, with the affected supervisor.

Step No. 2

The grievance may be appealed to the Plant **Manager**, or his designate, who, where necessary, will discuss the matter with the Union Representative involved. In addition, the plant chairperson may be present at such discussion.

The Plant **Manager** shall respond within three (3) work days of the receipt of the appeal in writing to the Union Representative involved.

Step No 3

If the decision of the Plant **Manager** is not satisfactory, then within three (3) work days from receipt of the decision of the Plant **Manager**, the plant chairperson shall submit the written grievance to the **General Manager**, or his designate, who will meet within five (5) work days with the plant committee to discuss the matter. At this meeting a full-time representative of the Union may be present at the request of either party. Also the grieving employee may be present at the request of either party.

The Plant Manager shall give his decision, in writing within five (5) work days from the holding of this meeting and such shall be given to the plant chairperson.

The Company agrees to provide the Union Committee up to (2) hours paid time to meet prior to the Step Three meeting.

NOTE:

- (a) If more than one employee is involved in the same grievance, all the signatures of those involved shall accompany the grievance. Only one of the names attached shall be required to appeal a group grievance.
- (b) Any grievance not answered timely shall be appealed to the next step of the grievance procedure.
- (c) Policy grievances may be lodged by the chairperson at Step No. 2 of the grievance procedure subject to 6.02 above.

6.06 If the decision of the **General Manager** is not satisfactory, the plant chairperson shall notify the Company, in writing, if the Union intends to appeal the grievance to arbitration. Such notice shall be given within five (5) working days following receipt of such decision.

6.07 It is understood that the grievor may be present at any step of the grievance procedure at the request of either party and, except where the employee is on suspension or is discharged, he shall be compensated for such time in the manner provided in Article 6.03 above.

6.08 The time limits of the grievance and arbitration procedure may be extended, upon written request and mutually agreed to by both parties.

ARTICLE 7 - DISCHARGE AND DISCIPLINE CASES

7.01 (a) Discharge

In the event an employee who has acquired seniority is discharged and the employee feels an injustice has been done, the matter may be treated as a grievance provided the employee files a signed written grievance with the Company within three (3) days of being notified of his discharge. All preliminary steps of the grievance procedure prior to Step 2 will be omitted in such cases.

(6) Discipline

- (1) An employee will not be disciplined for falsification of Application for Employment forms unless such falsification is discovered and dealt with within six (6) months from the employee's hiring date.
- (2) An employee called to meet with a member of management for the purpose of discussing any alleged misconduct will be notified that he will have his department steward present.

- (3) His steward, upon arrival, will be given time to familiarize himself with the matters to be discussed and may take notes.
- (4) No such meeting shall commence until his department steward is present.
- (5) No discipline shall be imposed more than five (5) working days after an alleged offence has come to the attention of the Company, provided that the employee concerned is present at work. This shall not apply however, where an investigation is being carried out by the Company.
- (6) A period of suspension shall not include a qualifying day for a plant holiday.
- (7) Copies of notices of discharge shall be given to the chairperson.
- (8) Written notices of discipline will be expunged from an employee's record following twelve (12) months from the date of issue.
- (9) In the event a Written Discipline is issued to an employee, a copy shall be given to the plant chairperson by the end of the next subsequent shift.
- (10) It is agreed that all discipline will be for just cause.
- (11) All disciplinary suspensions will be served on consecutive work days.
- (12) 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 grievor; upon request of the chairperson.

- (13) Correction of excessive absenteeism shall be handled in a non-punitive manner.

In calculating the percentage (%) of absence, casual weekly indemnity, WCB, personal leaves, union leaves or absences due to lack of work will not be used in the calculation. **Vacations shall be credited as time worked for the purpose of calculating % of attendance**

- 7.02 In grievances relating to discipline, suspension or discharge, such special grievances may be settled by confirming the action of the Company or by reinstating the employee with or without compensation for time lost or by any other arrangement which is just and equitable in the opinion of the conferring parties or of the arbitrator as the case may be.

ARTICLE 8 - ARBITRATION

- 8.01 Both parties to this agreement agree that any grievance concerning the interpretation or alleged violation of this agreement which has been properly carried through all steps of the grievance procedure outlined in Article 6 and 7 above and which has not been settled may be referred to an impartial arbitrator at the request of either of the parties hereto in accordance with Article 6.06.
- 8.02 The impartial arbitrator shall be chosen jointly by the Company and the Union.

- 8.03 In the event of failure to agree upon such arbitrator within seven (7) work days following receipt of the notice referred to in Article 6.06, the Company and the Union shall submit a joint request to the Minister of Labour for the Province of Ontario to furnish a panel of seven (7) qualified arbitrators. Upon receipt of the panel of names the Company and the Union shall meet and proceed to select the arbitrator. Failing a mutual selection, the parties shall each, beginning with the Union, strike alternatively, one name at a time, three names from the panel. The name then remaining shall be final and binding upon the Company and the Union.
- 8.04 The arbitrator shall not have any power to alter or change any of the provisions of this agreement, or to substitute any new provisions for any existing provisions, nor give any decision inconsistent with the terms and provisions of this agreement.
- 8.05 The fees for the arbitrator and his expenses shall be shared equally by both parties.
- 8.06 The decision of the arbitrator shall be final and binding upon the parties and shall be made without undue delay.

ARTICLE 9 – SENIORITY

- 9.01 (a) For the purpose of this Collective Agreement the word 'employee' means a person who has completed his probationary period.
- (b) A person (except as outlined in (e) below) will be considered probationary for his first sixty (60) days worked and will have no seniority rights during that period. If the persons employment is terminated at any time during this period, the termination shall not be subject to the grievance or arbitration procedure of this agreement.
- (c) The sixty (60) days worked considered probationary must fall within a (12) month period.
- (d) (i) After a person has completed his probationary period (sixty (60) days worked) he shall acquire seniority which shall date back to the date he first commenced employment, within the twelve (12) month period.
- (ii) After the signing of this agreement new employees attaining seniority shall have their date of hire changed to the date they acquired seniority.
- If more than one employee attains seniority on the same day, their ranking on the seniority shall be in alphabetical order, surname first. Employees, as stated in the above paragraph, will have their clock number changed to reflect the proper numerical order.
- (e) Students hired to work during the school vacation period, **May** to September 15 inclusive, are not eligible for seniority status but will be required to pay monthly union dues in accordance with the method applicable to other employees (Section 3.03) from the first month of employment. Students are not required to pay initiation fees.
- (f) Students will not be hired if employees are on layoff.

- 9.02 An employee shall lose seniority and be deemed terminated:
- (a) if he quits or is discharged and if such discharge is not reversed;
 - (b) if an employee is absent three (3) or more consecutive work days, unless the employee can prove a satisfactory reason for such absence
 - (c) if an employee with:
 - (i) up to five (5) years of seniority has been on layoff for more than twenty-four (24) consecutive months, or
 - (ii) more than five (5) years of seniority but less than ten (10) years of seniority has been on layoff for more than thirty-six (36) consecutive months, or
 - (iii) more than ten (10) years of seniority has been on layoff for more than forty-eight (48) consecutive months;
 - (d) if the employee fails to report for work when recalled from layoff within **eight (8)** days, excluding Saturday, Sunday and paid holidays, after he has been notified of recall by registered mail to his last known address. It is the responsibility of the employee to keep the Company informed of his current address;
 - (e) if he fails to return to work on the first scheduled shift subsequent to termination of an authorized leave of absence unless he provides a satisfactory reason.
 - (f) An employee who cannot return to regular duties, based on acceptable medical evidence, shall not have their seniority or employment terminated.

The above paragraph will only apply to those individuals who are receiving LTD or **WSIB**.

LAYOFF AND RECALL

- 9.03 (a) As much advanced notice as possible shall be given in the event of a layoff. Layoffs and recalls from layoffs shall be on the basis of plant-wide seniority exercised in the manner outlined below in (b) except that where a layoff is not anticipated to exceed three (3) working days, layoffs may be carried out without regard to seniority and in exercising such right the Company agrees that one-half (2) day shall be deemed a full day for this purpose only. It is agreed that in such cases of layoff without regard to seniority the employee whose work is affected shall be the employee laid off. This right may only apply for a maximum of six (6) work days per employee in any calendar year.

In exercising the rights provided above, paragraph (a), probationary persons, if any, shall be the first to be laid off on the affected shift.

Notwithstanding the terms of the Ontario Employment Standards Act, employees returning from indefinite lay off shall retain their original date of hire for lay off purposes, subject to the "Loss of Seniority" provisions as outlined in this Collective Agreement.

- (b) In the event of a reduction in the work force where a layoff is expected to be in excess of three (3) work days, an employee who is affected shall:
- (i) exercise his seniority in his own department by first seeking the job held by the lowest seniority employee in his department and **he** shall be given an opportunity to learn the job.

- (ii) if he is unable to be placed in this way, he shall exercise his seniority displacing the employee with the least seniority using the plant-wide seniority list and **he** shall be given the opportunity to learn the job.
 - (iii) Employees on the same shift shall be recalled to their posted class prior to anyone with less seniority or from another department being used to fill any vacancy.
 - (iv) Employees on temporary posting shall be the first laid off.
- (c) notwithstanding (b) above, in the event of a layoff of a lift truck driver the lowest seniority employee in the classification shall be laid off and placed on available work and if none is available then follow the procedure in (b) (ii) above.
- An employee who is on layoff and out of the plant for a period in excess of nine (9) consecutive months shall lose his right to return to his home classification and/or department.
- (d) For the purpose of layoff and recall, departments shall be those identified as Schedule AB≡. Notwithstanding, the Company reserves the right to change and amend the department structure.

9.04 The Company will post seniority lists every three (3) months, a copy of which shall be given to the plant chairperson.

9.05 In the event an employee, covered by this Collective Agreement, accepts a non-bargaining unit position, he shall lose all his seniority rights.

ARTICLE 10 – LEAVES OF ABSENCE

10.01 The Company may grant leaves of absence, without pay, if the leave does not unreasonably interfere with the operation of the plant. All copies of approved leaves of absence shall be given to the Plant Chairperson within three (3) work days of the approval. A copy shall also be given to the employee making the request.

During all such leaves of absence seniority shall accumulate unless otherwise provided herein.

10.02 Leave of absence to attend union conventions and conferences, without pay, may be granted to not more than four (4) employees for a total period not exceeding, in the aggregate, thirty (30) days in any one calendar year. Applications for such leaves of absence shall be made by the Union, in writing, at least two (2) weeks prior to the requested leave.

10.03 Leaves of absence, without pay, will be granted to members of the Union Committee(s) (6 persons) for the purpose of attending to local union business. Notice will be given as soon as possible; but in any event not later than the work day before the leave is required.

The Company agrees to pay employees for lost time earnings who are absent from work at their straight time rate, provided they are on an approved and authorized Union leave of absence of not more than ten (10) consecutive work days. The Company will then be reimbursed the lost time earnings by Local 127 C.A.W. within fourteen (14) days of submitting an invoice/statement to the Local Union.

10.04 Leave of Absence for Education

The Company agreed, that in addition to the leaves of absence provided for in this agreement, members of the bargaining unit, selected by the Union to attend at courses for the purpose of upgrading the employee's skills in all aspects of Trade Union functions, will be granted leave without pay for twenty (20) days of class time, plus travel time, where necessary; such leave to be intermittent over a twelve (12) month period from the first day of leave.

Employees will continue to accrue seniority and benefits during such leave. Maximum number of employees absent at the course shall be no more than two (2) at any one time.

The Company will grant a leave of absence, without pay, for a period of up to eight (8) weeks for an employee to attend the Canadian Labour College. Such leave shall be limited to one employee in any twelve (12) month period.

10.05 Pregnancy and Parental Leave

Leaves will be granted in accordance with the Ontario Employment Standards Act as amended in 2002.

10.06 Temporary Absence Program

The Company agrees to co-operate with the appropriate authorities in the Temporary Absence Program. An employee on such a program shall be required to work his regular scheduled hours.

10.07 **Military Leave of Absence**

An employee who is a member of the Armed Forces Militia who is required for service shall be granted a leave of absence provided the employee gives to the Company proper military documentation with respect to the required leave. Seniority shall accumulate during such leave.

- 10.08 (a) An employee, who cannot report to work due to temporary incarceration and is awaiting trial, will be granted a leave of absence upon written request.

Following release and prior to his trial appearance, the employee will be required to report to work on his next regular scheduled shift.

If this is not possible, the employee will be required to apply for an extension of such leave, indicating the reasons for the leave. Such leave will not extend beyond two (2) work days.

No formal action shall take place until the employee is found guilty and is sentenced.

- (b) Seniority employees convicted and incarcerated for an offence arising out of the operation of a motor vehicle shall be granted a leave of absence not to exceed sixty (60) days.

If an employee with seniority is imprisoned following a conviction for an offence other than that of operation of a motor vehicle will be granted a leave of absence not to exceed (60) days.

No leave shall be granted in the event the Company deems that the offence negatively impacts the employee/employer relationship.

Both instances in (b) are for first incarcerations only.

No benefit will be paid through the above stated period for the exception of Drug and Dental Benefits for a period of sixty (60) days.

ARTICLE 11 - PAID HOLIDAYS

11.01 The following days will be observed as plant holidays. Qualification for pay on these days shall be in accordance with the terms set out hereafter:

First Year - 2002 – 2003 (14)

December 24, 2002	Day before Christmas
December 25, 2002	Christmas Day
December 26, 2002	Boxing Day
December 27, 2002	Christmas Holiday
December 30, 2002	Christmas Holiday
December 31, 2002	Christmas Holiday
January 1, 2003	New Years Day
February 17, 2003	Heritage Day
April 18, 2003	Good Friday
May 19, 2003	Victoria Day
June 30, 2003	Canada Day
August 4, 2003	Civic Holiday
September 1, 2003	Labour Day
October 13, 2003	Thanksgiving Day

Second Year - 2003 - 2004 (14)

December 24, 2003	Day before Christmas
December 25, 2003	Christmas Day
December 26, 2003	Boxing Day
December 29, 2003	Christmas Holiday
December 30, 2003	Christmas Holiday
December 31, 2003	Christmas Holiday
January 1, 2004	New Years Day
February 16, 2004	Heritage Day
April 9, 2004	Good Friday
May 24, 2004	Victoria Day
July 2, 2004	Canada Day
August 2, 2004	Civic Holiday
September 6, 2004	Labour Day
October 11, 2004	Thanksgiving Day

Third Year - 2004 - 2005 (14)

December 23, 2004	Christmas Holiday
December 24, 2004	Day before Christmas
December 27, 2004	Day in place of Christmas Day
December 28, 2004	Day in place of Boxing Day
December 29, 2004	Christmas Holiday
December 30, 2004	Christmas Holiday
December 31, 2004	Day in place of New Years Day
February 21, 2005	Heritage Day
March 25, 2005	Good Friday
May 23, 2005	Victoria Day
July 1, 2005	Canada Day
August 1, 2005	Civic Holiday
September 5, 2005	Labour Day
October 10, 2005	Thanksgiving Day

It is further agreed that employees who are laid off fifteen (15) calendar days or less prior to the negotiated Christmas Holiday shut-down and/or who are recalled fifteen (15) calendar days or less after the Holiday period shall remain qualified for the Holidays if otherwise qualified and 11.02 (a) (ii) shall apply to the day before/after the layoff/recall. In the case of recall 9.02 (d) applies to determine return requirements.

- 11.02 (a) (i) Employees who have completed their probationary period and who are off work due to the observance of one of the above-named holidays, will receive eight (8) hours' pay for such holiday not worked based on his regular day work rate plus any accumulated COLA.
- (ii) To be eligible for holiday pay an employee must work the full last scheduled shift before a holiday and the full first shift scheduled after the holiday, unless absent with a satisfactory reason or with the permission of the Company.
- An employee who is late reporting for work by no more than one (1) hour on one or the other of the above qualifying days shall not be disqualified from receiving holiday pay because of such lateness, provided a satisfactory reason for being late is given.
- (iii) An employee otherwise eligible who is on an approved vacation during which the holiday occurred shall be given one (1) additional day off, with pay, added to his vacation.
- (iv) Any holidays listed can be changed by mutual agreement between the Company and the Union.
- (v) An employee who is eligible for holiday pay in accordance with the above conditions and who performs work on any of the said holidays shall, in addition to his entitlement under 11.02 above, receive double (2) his day work rate plus any accumulated COLA for the first eight (8) hours worked and triple (3) his day work rate plus any accumulated COLA for all hour worked over eight (8).

- (b) (i) Notwithstanding the above, an employee who commences layoff, leave of absence, or sick leave, (i.e. leave for which he will receive weekly indemnity benefits), in the week prior to the week in which the holiday falls, or the week in which a holiday falls, will be paid for such holiday.
- (ii) An employee who is recalled from layoff or returns from either a leave of absence or from sick leave (i.e. leave for which he will receive weekly indemnity benefits), in the week in which a holiday falls, will be paid for such holiday.
- (iii) No employee shall be entitled to receive sick pay allowance for any day on which he receives holiday pay.
- (iv) The Company will comply with the Ontario Human Rights code, where employee(s) require a day off for religious reasons.

In such event, the employee shall be granted a day off, without pay, provided notice is given by the concerned employee four (4) weeks prior to such a holy day.

11.03 An employee who fails to qualify for a plant holiday as provided in (a) above, shall lose no more than two (2) such holidays during the Christmas shut-down period.

ARTICLE 12 - JOB POSTINGS

- 12.01 (a) The Company will post notice of all job vacancies and newly created jobs and the number of persons required for each opening for a period of three (3) work days, not including Saturdays, Sundays and holidays. All at work seniority employees and those on vacation or leave of absence will be entitled to apply for these jobs during this three-day (3) period, on duplicate forms provided by the Company. Posted vacancies will be filled on the basis of seniority and ability to perform the work.

Such vacancies may be filled by temporary transfer up to a maximum of three (3) weeks, until the successful applicant to the job posting has been appointed.

A vacancy is an opening which has been filled on a temporary basis for a period of three (3) consecutive weeks.

- (b) Notwithstanding "(a)" above, vacancies due to vacation and leave of absence shall not be subject to the job posting procedure.

- 12.02 The successful applicant upon transfer, will receive the rate of pay of the new classification.

- 12.03 An employee who is a successful applicant will not be considered for another job posting until at least four (4) months have elapsed from the time he has been selected for the new job. In no case will an employee be allowed more than three (3) job postings within a twelve (12) month period. If, however, a posting is cancelled, any applications made shall not count for the purpose of this article.

12.04 The above provisions shall apply only to the original vacancy and the next three (3) created by the transfer of the successful applicant. Further subsequent vacancies need not be posted.

(a) Copies of all postings, applications for postings and designation of the successful applicant shall be given to the plant chairperson.

12.05 (a) The Company will not be required to transfer an employee back to his former position where the employee has accepted a job which has been posted and where he has failed to meet satisfactory standards of performance. He will be offered any work which the Company may have available. If no such position is available, then the employee will be placed in the job held by the most junior employee in the plant.

The Company will meet with the Plant Chairperson prior to the removal of the employee from his job posting.

(b) The Company reserves the right to cancel a job posting at any time prior to filling the job, provided the opening no longer exists.

(c) It is agreed that the successful applicant to a job posting will be transferred into the position within three (3) weeks of the position becoming available unless the transfer is delayed by reason of the successful applicant being on vacation or leave of absence or is due to the circumstances beyond the control of the company or the job is posted in advance of the job being available. Such advance postings will be clearly identified as such at the time of posting.

The Company will post notice of the successful applicant(s) to a job posting.

Once a successful applicant has been posted, he may only resign such posting due to medical reasons. **He will be placed in the job held by the most junior employee in the plant maintaining his seniority rights.**

(d) **Temporary Postings**

In the event of an opening due to long term sickness or accident, in excess of thirty-five (35) continuous days, the Company will post the opening subject to the following;

- (i) eligibility and disqualification shall be as outlined in 12.01 through to 12.05.
- (ii) when the employee returns to work he/she shall be returned to their former classification and the employee filling the temporary vacancy shall be reassigned in accordance with 12.05 (a) and shall assume that position as his/her posted job.
- (iii) in the event the returning employee cannot return to his/her regular job, the vacancy shall be deemed permanently filled by the successful temporary applicant.
- (iv) Employees on temporary posting shall be the first laid off.

Transfers

12.06 (a) Employees transferred to other than their regular jobs will be paid at the rate of their jobs or the rate of the job they are transferred to, whichever is greater, for all hours so transferred.

(b) **When it becomes necessary to temporarily transfer employees from their department, the Company will transfer the junior employee on the shift and department affected. This transfer shall only apply, provided the continued operation of the department is possible.**

A temporary transfer, except line crews, will be first given to an employee who is laid off from the affected department where the transfer is required, who is on the same shift by seniority.

(c) **When it becomes necessary to temporarily transfer an employee from his classification, within a department, the senior employee will be offered such transfer, within the affected department, on the shift affected. If declined, the Company will then ask the next senior employee until such time that the lowest seniority employee in the classification, department and shift will be required to perform the required work.**

ARTICLE 13 - VACATIONS

- 13.01 The vacation year shall be the period that is fifty-two (52) weeks prior to June 30th of a current year.
- 13.02 (a) Employees with less than one (1) year of service as of the vacation year end shall be entitled to one (1) week of vacation with four percent (4%) of their gross earnings for the vacation year as vacation pay.
- (b) An employee who has one (1) year of service but less than five (5) years of service at the vacation year end shall receive two (2) weeks of vacation and four percent (4%) of their gross earnings for the vacation year as vacation pay.
- (c) Employees who have five (5) years but less than ten (10) years of service as of the vacation year end shall receive three (3) weeks of vacation and six percent (6%) of their gross earnings for the vacation year as vacation pay.
- (d) Employees with ten (10) years but less than nineteen (19) years of service as of the vacation year end shall receive four (4) weeks of vacation and eight percent (8%) of their gross earnings for the vacation year as vacation pay.
- (e) Employees with nineteen (19) years or more of service as of the vacation year end shall receive five (5) weeks of vacation and ten percent (10%) of their gross earnings for the vacation year as vacation pay.

(f) Effective with vacations starting July 1, 2000 vacation pay will be paid on vacation pay, with the exception that in the first vacation year, accrual will begin January 1, 2000

13.03 The Company may determine a two (2) week vacation shutdown period to be appropriate. The shutdown shall be any time during July and August. The plant shutdown notice will be posted by March 15th or earlier of each year.

Employees will be expected to take vacation in the plant shutdown period.

Employees with vacation entitlement shall be required to complete a vacation request schedule by April 15th of each year.

13.04 (a) Requests for vacation in excess of the shutdown will be considered in order of departmental seniority from those who have completed the vacation request schedule by April 15th and the Company will determine and advise the employees by April 30th of the current year as to what their vacation periods will be. Requests not made by this time will be granted based on production needs of the operation, without regard for seniority. The Company will respond to such requests within ten (10) days from the date of the request.

(b) employees not requesting vacation time as outlined in 13.04 (a) will have their vacation time scheduled by the Company on or after February 15 of the current vacation year.

13.05 It is understood that no employee will be granted in excess of two (2) weeks during the prime periods of July and August until the vacation request of all employees has been reasonably satisfied.

13.06 It is agreed and understood that, notwithstanding article 13.03 of the Collective Agreement, skilled trades employees and those employees who work maintenance during the two-week vacation shutdown period may be scheduled for vacations at other than the shutdown period.

Where there is a requirement to work through the shutdown period(s), the following procedures will apply on a voluntary basis, by seniority.

- (i) employees from the classification within the department.
- (ii) employees from other classification within the department provided they are capable of performing the required work.
- (iii) plant wide volunteers capable of performing the required work.

In the event an insufficient number of capable volunteers are available the Company will schedule employees to work by scheduling the junior person in the affected classification.

13.07 Employees taking vacation prior to the shutdown period will be paid vacation pay based on forty (40) hours for each week taken, subject to the vacation pay that has accrued.

Balance owing shall be paid on or before July 15.

Weekly vacation pay will be issued on a separate cheque with details provided on the pay stub and shall be issued not later than the last day worked prior to vacation.

Daily vacation pay shall be issued on a separate cheque on the week following the week in which the vacation day was taken, along with the regular pay cheque.

Employees wishing their full vacation pay allotment must request this payment, in writing by the first full week in June and will be made payable no later than July 15th of the current vacation year

- 13.08 Employees will be required to take their full vacation entitlement, unless they have been on layoff, W.S.I.B. or W. I. for six (6) months or more for that vacation year.
- 13.09 Vacation entitlement may be used for a one day period to a maximum of five (5) occasions per year. An employee is required to give the Company seven (7) work days notice, in writing, for each intended occasion.

Notwithstanding the above, no more than two (2) employees per department will be allowed at any one time. Requests will be determined on the basis of departmental seniority.

ARTICLE 14 - HOURS OF WORK AND OVERTIME

- 14.01 (a) The normal work week shall be forty (40) hours per week, provided sufficient work is available, as follows:**

Two-Shift Rotation:

- (1) 6:40 a.m. to 3:10 p.m., Monday through Friday with one-half (2) hour for lunch, unpaid.**
- (2) 3:10 p.m. to 11:10 p.m., Monday through Friday with a twenty (20) minute paid lunch.**

Three Shift Rotation:

- (1) 6:40 a.m. to 3:10 p.m. Monday through Friday with one-half (2) hour for lunch, unpaid.**
- (2) 3:10 p.m. to 11:10 p.m.. Monday through Friday with a twenty (20) minute paid lunch.**
- (3) 11:10 p.m. to 6:40 a.m.. Monday through Friday with a twenty (20) minute paid lunch.**

Employees working the midnight shift will be paid eight (8) hours provided they work the shift as scheduled. Employees failing to work the scheduled hours will have their pay adjusted accordingly.

Employees on a 20-minute paid lunch break must remain within the fenced-in Company property during such a break.

Where reasonably possible, the Company will rotate the three (3) shift operation on the M.A.D. concept.

Notwithstanding Article 14 of the Collective Agreement, it is understood and agreed that all employees who are working on a rotating shift basis shall rotate equally through all shifts and that all such employees will change their shifts at the same time.

None of the above shall be deemed to constitute any guarantee whatsoever either as to hours of work per day or per week.

- (b) The above schedule of hours shall not be altered for an individual person, for personal reasons, without the consent of the Company and the Union.

- (c) **The amount of continuous hours an employee can work are defined in the "Employment Standards Act" as amended September 4, 2001.**
Example: (subject to the other provisions of the Act)
 - **An employee cannot work more than 12 continuous hours on a regular work day.**

- (d) Notwithstanding equal shift rotation and the MAD concept, when a new shift is created in a department, the following procedure will be followed:
 - (i) employees being recalled or transferred to the department and classification shall be placed on the New shift
 - (ii) “NEW” shift is defined as afternoons, where two shifts are to be scheduled or midnight’s, when a third shift is scheduled
 - (iii) employees in the department prior to the establishment of the New shift, shall rotate as if no New shift was established
 - (iv) in the event the required skills are not available on the New shift, the Company may transfer the lowest qualified seniority employee in the classification and department affected.

- 14.02 (a) All time worked in excess of eight (8) hours per day shall be considered overtime and employees shall be paid at the rate of time and one-half (1 2) their regular day work rate plus any accumulated COLA.
- (b) For the purpose of computing time worked in excess of eight (8) hours worked in any one day, a day shall consist of twenty-four (24) consecutive hours from the time an employee begins the shift in which the work is performed.
- (c) The Company agrees to pay the applicable overtime premium rate plus any accumulated COLA to any employee who attends a Company meeting at a time before or after his regular shift.

- 14.03 All time worked on Saturday shall be paid at the rate of time and one-half (1/2) in accordance with 14.02 above.
- 14.04 All time worked on Sunday shall be paid at double (2) time in accordance with 14.02 above.
- 14.05 A fifteen-minute rest break shall be given in each half of each shift at a time or times determined by the Company. Employees shall be ready to commence work promptly at the end of the break. Additional fifteen-minute period will be granted if the employee works a ten (10) hour shift.
- 14.06 The Company will provide a five-minute wash-up period at lunch break and at the end of an employees shift provided at the end of the shift the employee is not otherwise scheduled to work overtime.

Overtime Distribution

- 14.07 The Company shall have the right to schedule overtime when, in its discretion, such overtime is required.
- (a) An employee required to work daily overtime for a period of four or more days will be offered overtime no later than the end of the shift which precedes the day the overtime is required.

Daily overtime, less than indicated in the above paragraph, shall be offered the day proceeding the day the overtime is required.

- (b) An employee required to work weekend overtime will be given notice not later than the end of his shift on the Thursday before the overtime requirement. All work required on a weekend with a statutory holiday falling on a Monday or Friday shall be voluntary.

- (c) No employee will be required to work more than eight (8) hours per week overtime.

- (d) Overtime where insufficient notice is given will be voluntary.

- (e) **Overtime will be offered to the senior employee in the following manner:**
 - (i) **employees posted to that classification who have performed work that week**
 - (ii) **employees from other classifications, from within the department, who have been scheduled and have worked in the affected classification that week**
 - (iii) **employees from other classifications working within the affected department, provided they are capable of performing the assigned work and have not had an opportunity to work in their own classification**
 - (iv) **employees from other departments, scheduled to the assigned classification and who have performed work for 20 or more hours that week.**

- (f) In the event there are an insufficient number of employees to fill the overtime requirements, the Company will then ask those employees, who have already agreed to work overtime, for a second overtime opportunity.**

In the event that the overtime requirements are still not fulfilled, the Company will then make the overtime mandatory in inverse order of seniority by the required classification and department.

- (g) The Company will post a departmental, weekend, overtime list prior to the end of the employee's shift on or before the Thursday before the overtime requirement. This list will indicate those individuals who have been scheduled to work overtime.**

It shall then become the responsibility of any employee, who has been missed or is absent, to notify the supervisor of the occurrence. Failure to do so will result in forfeiture of any overtime claim.

- (h) Should overtime be made available and an employee has finished his last scheduled shift, for the week, the Company will make a reasonable effort to contact the employee to inform him of the overtime opportunity.
- (i) Employees who have agreed or have been scheduled to work overtime, over and above their regular work week and are unable to report on the day in question, may be required to substantiate their absence if they do not notify the Company eight (8) hours prior to the start of their scheduled shift.

(j) A Steward will be requested to work in his area of representation if five (5) or more employees in that area of representation are scheduled to work. Stewards shall be considered representatives for their shift only and shall appoint a replacement from those scheduled to work should he decline.

(k) Probationary employees and students, capable of performing the available work, shall be offered overtime prior to making it mandatory for seniority employees.

(l) The Company is not obligated to offer overtime to an individual who is not capable or is physically unable to perform the work available.

(m) An employee who is on vacation and has not yet returned to active employment and wishes to work overtime, may contact the Company to see if such overtime opportunity exists.

No employee who is on vacation that week will be permitted to work overtime.

(n) Daily overtime shall be offered in accordance with 14.07 (e), on the shift in question, with 20 hours not being applicable.

14.08 There shall be no pyramiding of overtime or premium rates of pay, except as provided in 11.02 (a) (v).

14.09 **In the event that the business levels are at a point exceeding a five (5) day schedule, the union and the Company agree to discuss the implementation of a seven (7) day schedule, permanent or temporary, in the affected areas.**

ARTICLE 15 - CALL BACK PAY

15.01 An employee called in for emergency work after having left the plant premises, shall be paid a minimum of four (4) hours at his regular day work rate plus accumulated COLA, or the appropriate premium rate as provided in Article 14.02, 14.03, 14.04. Under no circumstances is travelling time paid.

"Emergency work" is defined as unscheduled work performed by an employee during times other than his regularly scheduled shift and not continuous with such shift.

15.02 Employees called to work for discipline or to meet to discuss alleged offences shall be paid for the time present, minimum of one (1) hour.

ARTICLE 16 - REPORTING FOR WORK PAY

16.01 (a) If any employee reports for work on a regular scheduled shift and no work is available and the employee has not been notified not to report for work, then he shall be given a minimum work opportunity equivalent to four (4) hours at his regular day work rate plus any accumulated COLA.

If the minimum work opportunity is not offered to the employee, he shall be entitled to four (4) hours payment plus any accumulated COLA.

This section does not apply in cases of emergencies arising out of fire or flood, or other events beyond the direct control of the Company.

(b) Employees scheduled for weekend overtime shall be given the opportunity to work **four (4)** hours, if there is insufficient work.

- 16.02** (a) If an employee is prevented from reporting for duty for any reason, he shall notify the Company as directed at least one (1) hour after the regular starting time.
- (b) The Company will pay clock card hours.

ARTICLE 17 - BEREAVEMENT PAY

- 17.01 In the event of a death in the employee's immediate family, the Company will grant such employee, who has completed his probationary period, a leave of absence, with pay, for the time lost from the normal week up to a maximum of three (3) working days. The days will be taken within two (2) weeks of the date of death.
- 17.02 For the purpose of this article, the immediate family shall be defined as : spouse, **same sex spouse**, children, stepchildren, step-parents, parents of the employee, sister and brother, brother-in-law, sister-in-law, mother-in-law, father-in-law, grandparents, grandchildren and son-in-law or daughter-in-law of the employee or employee's spouse.

Same sex spouse will be required to be registered with the Company for at least one (1) year and validate same.

- 17.03 All payment referred to above shall be as follows: one (1) regular day work rate plus accumulated COLA.
- 17.04 A spouse shall include a common-law spouse effective one year after the date of written notice by an employee to the Human Resources Department that the person is his/her common-law spouse.

ARTICLE 18 - JURY DUTY - WITNESS PAY

18.01 An employee who has completed his probationary period and who is called to, and reports for, jury duty, pre-jury duty examination required by a court of law, or an employee who is subpoenaed as a witness, shall be paid the difference between jury duty payment or witness payment and his regular straight time pay for each day or partial day spent performing his jury duty, pre-jury examination or as a subpoenaed witness, provided the employee would otherwise have been scheduled to work for the Company and is unable to work because of the above duties.

Regular straight time pay as referred to above shall mean regular work rate plus accumulated COLA.

18.02 In order to receive payment under this section, an employee must give the Company prior notice that he has been so summoned and must furnish satisfactory evidence that the duty was performed on the days for which his claim for payment is made. Also must indicate the amount of money received as a witness.

ARTICLE 19 - BULLETIN BOARDS

19.01 The Company will erect and maintain three (3) bulletin boards throughout the plant for use by the Union.

19.02 Such boards will be used by the Union for the purpose of disseminating information concerning Union meetings, elections, social affairs and other items of general interest to the employees. Any such information must have the approval of the Human Resources Manager or designate of the Company before it may be posted on the board.

ARTICLE 20 - INJURY ALLOWANCE

20.01 Any employee injured on the job shall be paid for the balance of the shift during which the injury occurred if sent home by the Company.

- (1) If the injury occurs on a week day, he shall be paid for the balance of his shift.
 - (a) If an hourly-rated worker, at his straight time hourly rate, plus any accumulated COLA.
- (2) If the injury occurs on a Saturday, Sunday or day of observance of a holiday, he shall be paid on the above basis at the premium rate applicable for that day.
- (3) The Company will give the Union a list and update the list as changes take place, of those people who are qualified to administer first aid on shifts.
- (4) When an employee suffers eye injury which requires treatment, he will be treated at a hospital or by his doctor.
- (5) Transportation shall be furnished by the Company for such employee.
- (6) If current WCB legislation is changed the Company will pay the waiting period to an employee, who cannot perform modified duties and subject to the claim being approved by the WCB.

Payment shall be based on the WCB payment schedule and shall not exceed three (3) regular work days.

ARTICLE 21 - SHIFT PREMIUM

21.01 The premium for working shifts shall be as follows;

Effective

November 15, 2002

For all hours worked - Afternoon Shift - 414/hr

For all hours worked - Midnight Shift - 474/hr

Effective

December 29, 2002

For all hours worked - Afternoon Shift - 434/hr

For all hours worked - Midnight Shift - 504/hr

ARTICLE 22 - HEALTH & SAFETY

22.01 The Company will make reasonable provision for the health and safety of its employees during the hours of their employment. Accordingly, the Company agrees to have properly trained first aid people on each shift.

22.02 The Union and the Company shall form a joint Health and Safety Committee in accordance with the Occupational Health and Safety Act of Ontario and amendments thereto. The committee shall consist of at least eight (8) members of whom one-half shall be representatives of management and one-half representatives of employees. During the term of this agreement, the Company shall keep posted on the bulletin board a copy of the aforementioned Act.

Meetings of the committee will be held monthly.

- 22.03 (a) If the Company schedules a meeting and requires the attendance of a member during his off-shift hours, if the member attends, he shall be paid the applicable overtime premium rate plus any accumulated COLA.

Where a member is selected to attend a Health & Safety related seminar or course he will be paid his applicable regular rate plus COLA for that day.

- (b) Employees shall have the right to refuse unsafe work under the terms and conditions as currently outlined in the Ontario Occupational Health and Safety Act (October/96).

In the event current legislation is amended regarding the intent of the "right to refuse", legislation effective October/96 shall prevail.

SAFETY EQUIPMENT

22.04 (a) **Safety Glasses**

- (i) The Company agrees to provide employees who have completed the probationary period, one (1) pair of standard prescription lenses with standard safety frames of a class and kind as designated by the Company to a maximum of \$135.00 per year.

Effective Jan 1, 2003 the maximum will be \$145.00 per year.

- (ii) Replacement of prescription and non-prescription safety glasses issued to employees will be at full cost to the employee, normal wear and tear to be excepted

(b) **Safety Footwear**

The Company agrees to reimburse employees who have completed their probationary period for the cost of purchasing safety footwear upon production of a receipt for the purchase. The maximum amount of reimbursement will be :

Effective January 1/98 - \$80.00/year

Effective Jan 1, 2003 - \$90.00/year

Effective Jan 1, 2005 - \$100.00/year

Effective January 1, 1998, employees in the skilled trades, anodize boom operators and die room labourers shall be allowed one (1) extra shoe allowance per year, provided the employee supplies proof of need due to excessive wear.

PROTECTIVE CLOTHING

22.05 Work gloves, filters, masks and ear protection will be provided by the Company at no cost for use by employees where such are required.

The Company will supply clothing in the manner and to the employees set out below:

(a) **Anodize Operators, Tank Control and DMP**

Two (2) shirts and two (2) pants once every twelve (12) months.

(b) **Buffers**

Five (5) changes of shirts and pants per week on a rotating laundry cleaning service

(c) **Skilled Trades**

Five (5) changes of coveralls per week on a rotating laundry cleaning service.

Individuals, with seniority, in the mechanic and electrical classification will each be supplied with one winter coat through the life of this agreement. Cleaning and repair of the winter coats will be the responsibility of the Company.

It is understood that the coats remain Company property and are to be retained on Company property.

(d) **Shipping**

Two (2) changes of coveralls per week during the period November to March each year, on a rotating laundry cleaning service.

(e) **Set-Up Persons, Die Corrector, Polisher & CNC Operators**

Three (3) changes of smocks per week on a rotating laundry cleaning service.

22.06 The Company shall provide and maintain clean and adequate sanitary facilities.

22.07 The Company and the Union agree that all employees shall wear safety glasses and safety footwear, in all areas where so required by the Company. An employee who reports for work, without his safety glasses or not wearing his safety footwear, shall not be permitted to commence work until such time as he is wearing his proper safety equipment, and shall not be entitled to compensation for any lost time from work by reason of his failing to wear proper safety equipment.

ARTICLE 23 - WORK BY NON-BARGAINING UNIT EMPLOYEES

23.01 Non-bargaining unit employees shall not, as part of their jobs, perform the work of an employee covered by this agreement.

Such non-bargaining unit employees may perform operations for the purpose of information or instruction as may be necessary in the discharge of his normal duties and may also do experimental work, provided that the act of performing the aforementioned operations in itself does not reduce the hours of work or pay of an employee.

When a non-bargaining unit employee interrupts an employee's job and has the employee stand by while he performs the work normally performed by the employee, the employee shall be paid his regular earnings level while the non-bargaining unit employee is doing his work.

23.02 The Company agrees to provide the Union with a list of supervisory personnel every six (6) months.

ARTICLE 24 - REGULAR PERFORMANCE REQUIREMENTS

24.01 The establishment of a production or work requirement is the function of the management.

24.02 The Company agrees that in establishing a production or work requirement, it will do so on the basis of fairness and equity, consistent with the quality of workmanship, efficiency of operation and the reasonable working capacities of a normal operator and shall give due consideration to fatigue, personal time, non-cyclic work elements and safety of the operator(s).

- 24.03 The Company and Union recognizes that job security and opportunity depend upon constantly improving product quality and constantly lowering product cost, through time saving methods and equipment, so that the Company's competitive position may be maintained.
- 24.04 Where a dispute arises regarding a production or a work requirement which has been established, changed or increased, the employee affected shall take his complaint up with his foreman.
- 24.05 If the complaint thereafter remains in dispute, the employee may request his union representative who will be sent for without undue delay.
- 24.06 Upon reporting to the foreman of the job involved, the Union representative shall investigate the job to determine the merits of the complaint.
- 24.07 In the event that the dispute is not settled at this stage, a written grievance may be filed at the first step of the grievance procedure, signed by the aggrieved employee or spokesman for a group of aggrieved employees. The Company agrees to allow the assistance of a Representative of the National Union who will be provided with all of the information required and the right to conduct a study of his own.
- 24.08 It is further understood that any arbitrations arising out of a grievance filed with respect to a production or work requirement, shall be conducted by an arbitrator qualified in industrial engineering.

ARTICLE 25 - GENERAL

25.01 Pay Periods

- (a) Where possible the Company will pay the Day Shift on Thursday prior to their lunch period.
- (b) The Company will pay the Afternoon Shift on Thursday prior to their lunch period.
- (c) The Company will pay the Midnight Shift on their Friday shift prior to the lunch period.
- (d) All pay cheques distributed to employees will have attached, a pay stub which records accumulated totals.
- (e) If the Company makes an error in an employee=s pay cheque, the Company will reimburse employees from petty cash for pay cheque errors of \$100.00 or less.

Corrections of errors in excess of \$100.00, if not corrected from petty cash, will be made by cheque issued before the end of the Friday day shift.

25.02 (i) Non-Discrimination and Harassment

The Company and the Union agree that discrimination or harassment of any employee because of colour, national origin, religion, age, marital status, sexual orientation or disability is absolutely prohibited. Every employee has the right to work in an environment of mutual respect, free from discrimination and harassment including sexual harassment. Action contravening this policy will constitute grounds for discipline.

Sexual harassment means any repeated and/or unwelcoming words or actions made by a person who knows or ought to know it is unwelcoming and includes but not limited to the following:

- (a) Unnecessary touching or patting
- (b) Suggestive remarks or other verbal abuse
- (d) Compromising invitations
- (e) Demands for sexual favours
- (f) Physical assault

An employee having a complaint under this section shall file a complete written text of the complaint with the Human Resources Manager or his designate and the Local Union President as a Step 3 grievance. A copy of the text will be given to the party named in the complaint at the same time.

The written complaint shall be filed not later than (5) work days from the date of the incident giving rise to the complaint.

The Parties agree that in the event of a complaint of sexual harassment it will be investigated thoroughly by both parties in confidence. Employees reporting any incident of harassment are guaranteed protection from reprisal due to filing such a complaint.

An arbitrator hearing a complaint or grievance under this article shall have the authority to:

- (a) Dismiss the grievance or complaint.
 - (b) Determine the appropriate discipline up to and including dismissal.
 - (c) Decide that the alleged harasser be transferred, demoted or decide to impose other terms or conditions necessary to provide final and conclusive settlement of the grievance.
 - (d) In no event shall the arbitrator have the authority to alter, modify or amend the Collective Agreement in any respect.
- (ii) The Company and Union acknowledge that it is in the best interest of both parties for every employee to be comfortable in their work environment. However the company must maintain order and efficiency and its supervisors have the right to, counsel, give instruction, direct the workforce and discipline for just cause.

Should an employee feel threatened or feel their working environment is being spoiled by another employee of the Company and the remedial action is not covered under the language of 25.02(i) that the employee shall:

- 1) Request his area steward, from the shift supervisor, to discuss the concern. If required the shift supervisor will schedule a meeting to include the shift supervisor, the area steward, the alleged offender and the complainant without undue delay. The complainant shall reduce his complaints to writing prior to meeting with the alleged offender.
- 2) The complainant shall discuss the written report with all parties present. The alleged offender shall have an opportunity to defend himself against the allegations at this time.

- 3) If the problem cannot be resolved by (2), the Shift Supervisor and the Union Steward shall make a written report with the nature and merits of the claim and present a copy of the reports to the Plant Chairperson and the Human Resources Manager within 48 hours. The parties shall then determine if any offence has taken place.
- 4) Should it be determined that an offence has occurred the Company shall decide what action, if any, shall be imposed, subject to the grievance procedure. Discipline may include transfer, suspension or dismissal. This does not limit the Company's right to discipline prior to any meeting between the parties if the problem merits immediate action.
- 5) Employees making repeated frivolous or unfounded claims under this section, or abusing this section in any way, may be subject to discipline.
- 6) Should two (2) employees make repeated claims against each other, both employees may be transferred to another department and/or disciplined.

25.03 **Medical Examination & Disabilities**

- (a) The employer reserves the right to require an employee, who is absent due to sickness, to undergo a medical examination by the Company doctor, prior to being returned to work. In the event the employee has a report from his personal physician which differs from that provided by the Company doctor, the employee shall submit to an examination by a third physician chosen by the two (2) physicians. The position of the third physician shall be binding on the parties. The Company shall bear the expenses incurred in connection therewith.

- (b) It is the obligation of the Company and Union to accommodate any employee who has or has incurred a non-compensable, or compensable permanent full or partial disability, up to the point of causing undue hardship to either party. The duty of accommodation shall be carried out as follows
- (i) The employee's previous position shall be examined by the Company and Union to determine if the essential functions may be performed by the disabled employee, **seniority permitting**, with or without alteration of equipment or duties up to the point of undue hardship.
 - (ii) Other positions shall be examined throughout the plant to determine what positions would be suitable for the disabled employee, **seniority permitting**, and a list made of such positions.
 - (iii) Should the Company be unable to accommodate the employee in his former position, he shall be assigned to available work from the list determined by the Company and Union. Should there be no available work within the employee's restrictions he shall displace the person lowest in seniority from the list of appropriate positions. In no event shall the disabled employee displace a person with greater seniority.
 - (iv) This article shall not constitute any guarantee of shift or department whatsoever.
 - (v) In the event of a disagreement between the Company and the Union on appropriate positions, an ergonomic specialist may be called, at the requesting parties' expense, to review the disabled employee's restrictions and may make recommendations to assist the parties in placing the concerned employee.
 - (vi) Notice of physical restrictions or disability is required from the employee's family physician or M.D. specialist. The Company reserves the right to have the employee examined by a Company doctor or M.D. specialist in accordance with 25.03 (a).

- (vii) An employee's physician or M.D. specialist shall not disqualify any position in the plant without viewing such positions first hand at no expense to the Company or Union.
- (c) The cost of any medical examinations required by the Company; except in support of illness and accident absenteeism, including for Weekly Indemnity claims, shall be reimbursed by the Company.
- (d) **It must be understood that the above stated provisions are subject to the duty to accommodate under the Human Rights Code.**

Employees will update their condition every 2 months.

25.04 **Credit Union**

- (a) The Company will deduct on behalf of an employee from his regular pay cheque in an amount authorized by the employee and will submit such deduction to the Credit Union. In making such an undertaking, the Company accepts no responsibility with respect to the timeliness of the delivery of the remittance to the Credit Union except that such will be made in the normal course of the Company practices and on the understanding that the Company payroll funding is from New Albany, NY.
- (b) The Company will cooperate with employees with respect to making deductions from employee=s regular pay cheques for the purpose of purchasing Canada Savings Bonds. In making such an undertaking, it is understood that continuation of this system is dependent upon the Company payroll practices not being disrupted.

The Company will post the rules of the Canada Savings Bond programme, with information for employees concerning the Bond Purchase, when received from the bank

ARTICLE 26 - COST OF LIVING ALLOWANCE (COLA)

- 26.01 (a) The base month referred to herein shall be October **2002** and based upon C.P.I. 1986 = 100. **Effective November 17, 2002 thirty cents (30¢)** shall be added to the classification base rates, leaving a **sixty-four cent (64¢) COLA float. Effective November 16, 2003 a further thirty cents (30¢) will be added to the base rate and effective November 14, 2004 thirty cents (30¢) will be finally added to the base rate**
- (i) Adjustments will be calculated every three (3) months from the base and payment shall be made on the basis of the three (3) month change and paid on all paid hours thereafter commencing **February 1, 2003.**
 - (ii) The basis for payment shall be for each full .11 increase in index (1986 = 100) from the base month during the (3) month period and shall be equivalent to a one cent (1¢) allowance per hour paid in addition to, but not included in, the wage rates outlined herein. Decreases, if any, shall be adjusted in a similar manner.
 - (iii) Adjustments will be made on the first full pay period following:
February 1, 2003; May 1, 2003; August 1, 2003; November 1, 2003; February 1, 2004; May 1, 2004; August 1, 2004; November 1, 2004; February 1, 2005; May 1, 2005; August 1, 2005; and November 1, 2005.
- (b) This allowance will not be used in calculating overtime payments.
- (c) No adjustment retroactive or otherwise shall be made due to any revisions which may later be made in any published Statistics Canada figures.
- (d) Continuance of this allowance is dependent upon the availability of the official monthly Statistics Canada C.P.I., calculated on the same basis and form as published December, 1979.

ARTICLE 27 - NEW CLASSIFICATIONS

In the event the Company establishes a new job classification, or substantially changes the duties assigned to an employee(s), the chairperson shall be notified of the assigned rate of pay, the job title and group.

The assigned rate of pay may be subject to negotiations with the bargaining committee within thirty (30) days of the giving of the notification.

If no request is made to negotiate the rate within the specified time, it shall be deemed confirmed.

In the event the rate remains in dispute after such negotiations, the issue may be treated as a Step 3 grievance.

If the issue remains unresolved, it may be referred to arbitration by either party.

Notwithstanding any other provisions, an arbitrator so appointed shall limit this determination to a rate within the established wage structure Schedule "B" unless both parties agree to the contrary.

The decision of the arbitrator will be binding upon the parties hereto and after any employee so classified.

ARTICLE 28 - NEW TECHNOLOGY

In the event the Company introduces technological changes and such changes effect jobs held by bargaining unit employee(s), those employees will be offered training in the new technology to the extent required to enable the employee(s) to perform the requirement of their job at no cost to the employee(s).

ARTICLE 29 - INVENTORY

When it becomes necessary to conduct inventory the Company will use bargaining unit employees who will be selected by seniority from volunteers within the department requiring the inventory.

If there are insufficient numbers within the department, the Company will make available a volunteer list for employees to sign. The Company will select employees, from the volunteer list, by seniority to work in the required areas. Should there still be insufficient numbers the company shall fill their requirements by inverse seniority from those currently working in the **plant**.

Employees not working inventory, on a regular workday, may apply for a vacation day, without department limitations as per clause 13.09.

Those individuals not working or who have not scheduled a vacation day, will be placed on lay off and 9.03 (a) and (b) shall apply.

It is understood that recounts and spot counts are performed by non-bargaining unit employees.

ARTICLE 30 - SKILLED TRADES

30.01 Journey Person Status

This article applies to employees in the positions identified in labour Group 8 of Schedule "B" of the existing collective agreement between the parties.

The Skilled Trades as listed in the Agreement will mean any person;

- (a) Who is recognized on a Skilled Trade classification as of the date of signing of this Agreement; or
- (b) Who has served a bona-fide apprenticeship of four (4) years or 8,000 hours and holds a government certificate which substantiates claim of such service; or
- (c) Who has obtained C.A.W. Journeyman's Card; or
- (d) Who has acquired eight (8) years acceptable experience and can prove same.

The Skilled Trades Representative and the Plant Chairperson will be shown proof of qualifications of all hires into the Skilled Trades classification.

Notwithstanding the above, the Company may transfer production employees as outlined in article 30.12 provided no skilled trades employees are available to perform the required work.

30.02 These employees are subject to all of the provisions of the existing collective agreement save and except to the extent that, those provisions may be amended by the express language contained herein.

30.03 Transfer of Seniority:

- (a) Production workers will not carry their seniority into positions covered by Group 8, nor will those employees classified within Group 8 carry their seniority into the general production groups except in the circumstances outlined in 30.04 below.

(b) Skilled trades employees laid off from their classification or unable to perform the work in their trade because of medical restrictions shall have preferred hire-in rights into production areas ahead of other new hires, if requested.

30.04 Discontinuance or Elimination of Classification:

In the event a classification in Group 8 is discontinued or eliminated, employees who are thus declared surplus may exercise their total company seniority for the purpose of displacing the employee with the least seniority in a classification for which he is qualified and able to perform the work, in the general production classification.

30.05 Manpower Reductions:

Manpower reduction in Group 8 shall commence from the employee with the least seniority in the classification being reduced.

Recalls will be made in reverse order of seniority in the classification being recalled.

30.06 Tool Allowance

Employees classified in Group 8 are expected to have the tools necessary for the performance of the duties of their classification.

Specialized tools or tools not usually required to perform the duties of these classifications, will be provided by the Company.

The Company agrees to replace with comparable quality personal tools required to perform the duties of these classifications where such tools are worn or broken in the course of performance of an employee's regular work.

Worn or broken tools must be presented to the Company before a replacement will be given.

The Company reserves the right to obtain from each employee an inventory of their present work tools.

The Company shall provide Group 8 employees an annual tool allowance of **Year 1 - \$300.00, Year 2 - \$325.00, Year 3 - \$350.00**. This will be paid early January each year to seniority employees. Employees obtaining seniority during a year will receive a pro-rated amount.

30.07 **New Technology**

- (a) In the event that new technology is introduced into the plant, affecting the skilled trades group, the Company will meet with the skilled trades representative to discuss the new technology being introduced.
- (b) Those employees in the skilled trades classifications will also upgrade their skills to keep up with the changing needs of the Company within the area of their responsibility. To this end the Company offers financial assistance in accordance with its existing policy for approved courses.

30.08 **Use of Outside Contractors:**

In the event it should become necessary to use outside contractors to perform work normally performed in the classifications outlined in Group 8 of Schedule "B", prior to doing so, the Company will meet with the skilled trades representative (in-house) to discuss the reasons why the work cannot otherwise be performed within the bargaining unit.

30.10 **Membership Fee:**

The Company will deduct from the earnings of the skilled trades employee the sum of one half (2) an hours wage (including COLA) per year in the month of January.

Such deduction to be forwarded to the Financial Secretary of the local Union.

New employees will have this fee deducted at the same time as his first dues deduction.

30.10 **Vacancies**

Vacancies in the skilled trades classification will be filled first by job posting. If no qualified applicants are available new employees may be hired.

30.11 The Company shall pay any government renewal fee for a trade licence it requires a Group 8 employee to have.

30.12 **Supplementary Employee**

During any period, when a Journey Person is on vacation, is absent due to sickness/injury or casual absence, it is agreed that a non-journey person may be transferred into the specific trade to assist in performing journey person functions.

The selection of supplemental employees will be based on current skills and qualifications to perform the required work **and will be offered first to seniority employees.**

No employee shall work as a supplemental employee over 21 days in any calendar year unless mutually agreed to between the Company and the Union

Supplemental employees will receive fifty (50) cents per hour below the rate listed in Schedule B.

30.13 Training

The parties agree to participate in any local co-op training programs which involve the trades listed in Schedule B.

The students participating in the co-op program will be paid 60% of the skilled trade's rate.

It is understood that the co-op program will not replace or circumvent any apprenticeship program.

ARTICLE 31 - DURATION

This agreement shall come into effect upon signing by both parties and shall remain in effect until **November 15, 2005** and from year to year thereafter unless written notice of intention to terminate or amend this agreement is given by either party to the other not more than sixty (60) days and not less than thirty (30) days prior to the date of its termination or any anniversary of such date in the event of any subsequent yearly extension of such agreement as above provided.

IN WITNESS WHEREOF each of the parties hereto has caused this agreement to be signed by its duly authorized representatives.

FOR THE COMPANY:

FOR THE UNION:

F. Reeb L. Coe

W. Chandler

D. Carr

R. G. Caryn

K. Watt

P. Huffman

J. McCabe

SCHEDULE "A" BENEFIT PLAN

The following benefit plans will be available to all employees who have completed sixty (60) working days, and who are not otherwise on leave of absence.

In cases of layoff, the benefit coverage will continue from the last day worked up to and including the following calendar month. To continue the benefit coverage, after the premium obligation has been reached by the Company, it is agreed that employees may continue to be covered by these benefits provided the employee pays the premiums directly to the Company in advance.

Employees on Workers Compensation shall have their benefit coverage continued in accordance with the applicable terms of the **Worker=s Safety & Insurance Board**.

Those individuals on Weekly Indemnity (excludes L.T.D.) will have their benefit coverage continued from the last day worked up to and including the following three (3) calendar months. To continue benefit coverage, after the premium obligation has been reached by the Company, it is agreed that the employee may continue to be covered by these benefits provided the employee pays the premiums directly to the Company in advance.

Such plans will, with the exception of the life insurance, weekly indemnity and long term disability, apply to all employee=s dependants.

<u>Plan</u>	<u>Description</u>	<u>Premium Paid</u>
Drug Plan	100% prescribed drugs (\$1.00 Drug Card Plan with generic substitutes unless doctor specifies otherwise.)	100% Company paid
Major Medical	100% benefit per plan psychologist coverage to \$1,000.00	100% Company paid
Life Insurance & A.D.& D.	For employees actively at work or after Dec. 1/2002 \$31,000.00; Dec. 1/2003 \$32,000.00; Dec. 1/2004 \$33,000.00.	100% Company paid
Weekly Indemnity	Employees actively at work Jan. 1/2003 max. benefit \$439.00/wk Jan. 1/2004 max. benefit \$446.00/wk Jan. 1/2005 max. benefit \$451.00/wk 1 st day accident/hospitalized sickness and Outpatient surgery, 7 th day sickness (paid on 8 th); 52 weeks duration	100% Company paid
O.H.I.P.	Per plan	100% Company paid
Semi-Private	Per plan	100% Company paid
Dental Plan	Equivalent to Blue Cross No. 9; O.D.A. – Current Schedule Recall – 9 months 17 years and under – 6 month recall Include orthodontics – dependent \$1,150.00 lifetime – 50% co-payment Effective January 1, 2003 - \$1,250.00 Include denture at 50% co-payment annual maximum \$650.00. Effective January 1, 2004 - \$750.00 Subject to plan terms.	100% Company paid
Vision Care	Once towards the purchase Of eyeglasses for the employee and each of his dependents every two years December 1, 2001 - \$150.00 January 1, 2004 - \$170.00	100% Company paid

Employees who have completed one (1) full year of service will be enrolled in a Long Term Disability Plan as follows:

Long Term Disability	66 2/3% base earnings, employee totally disabled	60% Company paid and 40% Employee paid
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NOTES:

- (1) It is understood that the foregoing is not to be construed as a guarantee as to specific coverage or eligibility for benefits. These will be in accordance with the provisions of the specific policies.
- (2) The Union, on behalf of the bargaining unit employees, accepts the benefits as a full and complete settlement of the Company's obligations in respect of all or any amounts required by the Unemployment Insurance Act to be paid to or for the benefit of employees or other persons as a consequence of the reduction of any insurance premiums and discharges the Company of the said obligations as contained in the Act.
- (3) The Company will provide copies of the insurance policies to the Union and copies of updated benefit booklets to employees where appropriate.
- (4) The Company agrees that if it changes insurance carrier the new carrier must provide at least comparable major benefit provisions.
- (5) Employees seeking benefits under the Work Place Safety and Insurance Board and such claim has been denied or has been delayed for longer than three (3) weeks, by the Work Place Safety and Insurance Board, may apply for Weekly Indemnity benefits through the insurance carrier.

Upon filing for benefit, the employee shall be required to complete documentation, as requested by the carrier, which will include the signing of a DIRECTION that will assign, to the insurance carrier, all benefits and funds received under the Work Place Safety and Insurance Board, but not to exceed the maximum paid by the insurance carrier.

The DIRECTION will further authorize the Work Place Safety and Insurance Board to pay the insurance carrier, directly, all monies owing, up to the maximum benefits, in the event the claim is approved.

(6) Weekly Indemnity Denial Review

The following procedure may be used by an employee who has his/her weekly indemnity claim denied by the insurance carrier.

- (1) The concerned employee will authorize the human resources manager to access the claim file from the carrier and obtain all reasons for denial.
- (2) The employee then shall attempt to obtain any further information necessary from the attending medical doctor or specialist in an attempt to satisfy reasons for benefit denial. This information will be obtained at the employee's expense.
- (3) Should the claim again be denied, the insurance administrator shall request the carrier to submit a list of three qualified doctors or specialists (as the need dictates) from which the employee will select one to review the claim.
- (4) Any new medical information obtained prior to independent review shall be submitted to the insurance carrier, at the employee's expense.
- (5) The final disposition, in writing, by the independent specialist, will be final and binding on all parties.

SCHEDULE "B"
WAGE RATES AND CLASSIFICATIONS

EXTRUSION DEPARTMENT

Group	<u>Classification</u>	<u>Nov 17/02</u>	<u>Nov 16/2003</u>	<u>Nov 14/2004</u>
1	General Labourer	18.74	19.09	19.49
	Die Room Labourer	18.74	19.09	19.49
2	Shape Corrector	19.09	19.44	19.84
	Die Polisher	19.09	19.44	19.84
	Saw Operator	19.09	19.44	19.84
	Die Head	19.09	19.44	19.84
	Billet Control	19.09	19.44	19.84
5	Press Operator	20.09	20.44	20.84
7	Die Corrector	21.34	21.69	22.09

FABRICATION DEPARTMENT

1	General Labourer	18.74	19.09	19.49
2	Set-up I	19.09	19.44	19.84
	Production Welder	19.09	19.44	19.84
3	CNC Operator	19.34	19.69	20.09
5	Set-up II	20.09	20.44	20.84
6	Lead Hand	20.34	20.69	21.09

ANODIZE DEPARTMENT

1	General Labourer	18.74	19.09	19.49
2	D.M.P.	19.09	19.44	19.84
	Rack-Builder-Set-up	19.09	19.44	19.84
	Tank Control	19.09	19.44	19.84
4	Boom Operator	19.69	20.04	20.44
6	Lead Hand	20.34	20.69	21.09

PACKING DEPARTMENT

1	General Labourer	18.74	19.09	19.49
6	Lead Hand	20.34	20.69	21.09

SHIPPING- WAREHOUSE DEPARTMENT

1	General Labourer	18.74	19.09	19.49
3	Truck Driver	19.34	19.69	20.09
6	Lead Hand	20.34	20.69	21.09

QUALITY CONTROL DEPARTMENT

3	Quality Control Inspector	19.34	19.69	20.09
5	Quality Technician	20.09	20.44	20.84
6	Lead Hand	20.34	20.69	21.09

LIFT TRUCK DEPARTMENT

2	Lift Truck Driver	19.09	19.44	19.84
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BUFFING DEPARTMENT

5	Buffer	20.09	20.44	20.84
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MAINTENANCE DEPARTMENT

1	Janitor	18.74	19.09	19.49
8	Electrician	23.44	23.79	24.19
	Mechanic	23.44	23.79	24.19
	Welder	23.44	23.79	24.19
	Stationary Engineer	23.44	23.79	24.19
	Tool & Die Maker	23.44	23.79	24.19

The classification and department structure is subject to the terms of clause 9.03 (d).

Note:

The Plant Chairperson to receive an additional thirty-five cents (35¢) per hour above his base rate.

DRIVER CLASS

Effective	Rate per mile driven
November 17, 2002	38.1 cents per mile
November 16, 2003	38.2 cents per mile
November 14, 2004	38.3 cents per mile

Additionally, \$6.00 per pick-up (or drop off); multiple pick-ups on deliveries to the same company location considered as one.

Company to provide a winter coat.

Holidays (if qualified) based upon Group 3 hourly rate plus COLA times eight (8) hours.

All trips within a seventy-five (75) mile radius of the plant shall be paid at a Group 3 rate per hour driven. In the event of more than one such trip in a day, the hourly rate shall be paid from the beginning of the first trip to the end of the last inclusive.

Cost-of-living allowance for truck drivers will be paid on the basis of eight (8) times any accumulated cost-of-living allowance per day in which the driver works and will include and accumulate with the **\$4.09** folded into the base hourly rates recorded in Schedule "B".

New Hires

New hires (excluding students and skilled trades employees) will be hired at one dollar (\$1.00) below the job rate of their classification as indicated in this schedule and shall advance to the respective rate at the completion of their probationary period.

Students

Students hired to work the vacation period 9.01 (e) **shall be paid \$15.00/hour for any job performed.**

Lead Hand

Lead hand responsibilities are to assist the supervisory personnel in the effective and efficient utilization of machines, materials and human resources and to perform other regular duties as required. Lead hands will have no disciplinary authority.

Employees, posting to the lead hand classification, must be familiar with all aspects of the positions within the department and have at least one (1) years experience within the last five (5) years in the respective department.

SCHEDULE "C"

LETTER OF UNDERSTANDING

Re: Article 9.03

It is understood and agreed that, notwithstanding Article 9.03 of the Collective Agreement, an employee affected by layoff or recall from layoff may only exercise seniority to displace the job of Truck Driver provided he is immediately qualified and able to perform the job.

SUBSTANCE ABUSE

Substance abuse is recognized to be a serious medical and social problem that can affect employees. The Company and the Union have a strong interest in encouraging early treatment and assisting employees towards full rehabilitation.

The Company will continue to provide a comprehensive approach towards dealing with substance abuse and its related problems. Company assistance will include referral of employees by the Company to appropriate counselling services or treatment and rehabilitation facilities.

The Company will pay Sickness and Accident benefits for employees who are undergoing a prescribed rehabilitation process in accordance with the Sickness and Accident Plan.

Fair Days Work

During the 1982 negotiations a very serious problem was encountered regarding production standards and the deletion of the incentive program in favour of an hourly rate for all employees.

Both parties agreed that a solution had to be found before an agreement could be reached.

The Union committed to the Company that it was not their intention to take advantage of the new system by encouraging their members to perform at less than what could be considered a fair day's work.

The Company committed to the Union that it was not their intention to take advantage of the new system by demanding their employees to perform at more than what could be considered a fair day's work.

It was further agreed that either party to the Collective Agreement may request a special meeting to discuss problems that might arise as a result of the changed system and the other party to the Collective Agreement will grant such a request without undue delay.

Rates of Pay on Lay Off

Employees who are laid off in accordance with Article 9, clause 9.03 will maintain their rate for the balance of the week plus the following week.

Twenty Hour Letter

This letter relates to employees being transferred to their home classification for hours less than 40.

Employees laid off from their classification and who are transferred back to their home classification for twenty (20) hours or more during the regular week shall be paid the rate of the job for the current week and the following week.

In the event that they are transferred for less than twenty (20) hours during that regular work week they will be paid the rate of the job for those hours worked.

Buffer Wash-up at Shift End

During the 1990 negotiations the Company committed to continue its current practice in respect to the amount of time allowed for the buffers for wash-up at shift end.

Therefore, the additional fifteen (15) minutes of shift end wash-up will be granted in addition to their allotted time as outlined in 14.06.

Employee Remaining on Essential Operations

The parties agree that employees working on essential operations (boom operators and extrusion press operators) will not leave their work station at quitting time until relieved by the next shift operator.

In the event the employee remains the Company will make every reasonable effort to seek relief for the operator working the extended shift.

The employee remaining on the job will be paid a minimum of 15 minutes at the applicable rate and thereafter, the applicable rate for any time worked in excess of 15 minutes.

If an employee is not relieved in time for his regular wash-up allowance, he shall be paid the allowance.

Worker Adjustment Program

In the event of plant closure, the Company agrees to participate in a worker adjustment program, consisting of a joint committee of six (6) to be established, to discuss issues relating to the closing and employee assistance.

Definition of Accident

The Company will actively pursue a competitively priced insurance carrier, for the WI coverage, that defines back injury as “direct result of an external force with no pre existing condition” (will be issued as a letter)

Health and Safety Certification Training

- 1) The parties agree that one Company and one Union member of the Joint Health and Safety Committee will complete and maintain safety certification training.
- 2) The Company will pay the full cost of the training including lost time, course fees and materials, travel, accommodation and expenses.
- 3) The certification training will be to the "Level 3" requirements.
- 4) The parties agree that certification training of Union committee members will be at training sessions conducted by instructors provided by the Workers Health and Safety Centre.

Mandatory Drug/Alcohol Testing

Prior to any introduction of such legislation in Canada, the Company will not introduce mandatory drug/alcohol testing in the workplace

Environment Protection

The Company and the Union agree that it is their responsibility to notify the proper authorities if there is a release of a hazardous substance to the air, land or water.

In the event an employee becomes aware of a release, as stated above, he will notify his immediate foreperson and in turn the foreperson shall notify a Union and Company Health and Safety Committee Member.

No employee will be forced to act in a manner which would contravene local, municipal, provincial or federal statutes regulating discharge to the environment.

Employees exercising their responsibility of reporting, shall not be disciplined.

Out Sourcing

The parties recognize that Daymond Aluminum must be competitive and at the same time produce a quality product in order to retain its customer base.

It further recognized that decisions are made by the Company in order to protect their market penetration.

In the event that the Company considers to out source production work normally performed by the bargaining unit employees, which would directly result in the lay off of such members, the Company shall advise the Union of the possible out source and the parties shall meet, prior to any lay off, to discuss the feasibility of retaining the production work.

The retention of production work will apply to those items produced for a period of two consecutive years.

Heat Relief

During the months of July and August, when the temperature and humidity become excessive, the Company will continue its current practice of time away from the job.

An employee requesting to go home through this period may be requested to supply medical verification to substantiate his reason for leaving.

Offsite Work Assignments

Employees required to work offsite, to perform work related to customer requirements, shall be chosen from seniority employees, **on a voluntary basis.**

In the event the requirements are not fulfilled, the Company will choose the required number of employees, from the shift, in question, in inverse order of seniority.

Apprenticeship

The Company agrees, following the ratification of the Collective Agreement, to discuss with the Plant Chairperson and the Skilled Trade's representative the introduction of an apprenticeship or like program.

Both parties mutually agree to establish an acceptable foundation and frame work of said program by the end of the second year of the Collective Agreement.

Notwithstanding the above, this will not obligate the Company to implement the program.

Overtime Banking

Employees wishing to bank the premium portion of their overtime hours may do so, in writing, by February 15 or within 15 days of return to work from layoff, in the following manner:

- a) Maximum amount to be banked is 40 hours and must be taken in full.
- b) Once the employee has banked 40 hours, he may then apply for a leave of absence and shall be paid the accumulated hours at the time the leave is taken.
- c) Banking of hours will be by calendar year.
- d) Leaves to be granted in accordance with Article 10 and 10.01. In no event will the leave be granted through the months of July and August.
- e) In the event the employee does not accumulate 40 hours the Company will pay the accumulated amount during January of the following year.
- f) When the employee commits to overtime banking he will not be allowed to cancel out of the program for that given year.

SCHEDULE "D"

PENSION PLAN

The Company will continue in place its established Pension Plan providing a defined benefit of:

Effective Date	Pension Rate
December 1, 2001	\$32.00
December 1, 2002	\$33.00
December 1, 2003	\$34.00
December 1, 2004	\$36.00

- Pension credits will accumulate, in accordance with the plan, while an employee is on W.C.B. benefit.
- Retirement will be mandatory at age 65
- In the event of Plan wind up any surplus funds will not be removed from the plan.

Group	<u>Classification</u>
1	General Labourer Die Room Labourer Janitor
2	Shape Corrector Die Polisher Saw Operator Die Head Billet Control Set-up I Production Welder D.M.P. Tank Control Rack-Builder-Set-up Lift Truck Driver
3	CNC Operator Truck Driver Quality Control Inspector
4	Extrusion Press Operator Boom Operator
5	Set-up II Quality Technician Buffer
6	Lead Hand
7	Die Corrector
8	Electrician Mechanic Welder Stationary Engineer Tool & Die Maker