

**COLLECTIVE AGREEMENT**

**- BETWEEN -**

**DAYMOND ALUMINUM**

**A DIVISION OF DAYMONEX LIMITED**

**(hereinafter referred to as The Company)**

**- AND -**

**THE NATIONAL AUTOMOBILE,  
AEROSPACE, TRANSPORTATION  
AND GENERAL WORKERS UNION  
OF CANADA (CAW-CANADA)**

**AND ITS LOCAL 127**

**(hereinafter referred to as The Union)**

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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.

**When a person is referred to in this agreement as Company personnel or CAW personnel, it will be understood to include "or their designate".**

## 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 pro-

visions of this agreement. The Company agrees to give a copy of any changes in plant rules to the unit chairperson **or designate**, 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 1<sup>st</sup>, 1979, shall become 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 (\$0.03) 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 Curt, 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. **Unit Chairperson will inform the Company of all courses**

**being taken by bargaining unit members.**

- (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 **union** 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.

- (a) 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) Packing: One**



(8) Buffing: One

(9) CNC: 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 from 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 **four (4)** hours per day to conduct in-plant union **and Company** business. **If** the chairperson is required to leave the plant, he shall book out and no pay shall be made by the Company.

**Once Daymond Aluminum reaches the threshold of 200 Union Employees, the plant chair role will become a full time position to carry out union / company business.**

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

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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 **Bargaining** Committee with an office equipped with a **computer, printer, file, desk and telephone for the exclusive use for company and union business.**

## **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 his 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 or foreperson 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 **or his designate** 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 **or his designate** is not satisfactory, then within three (3) work days from receipt of the decision of the Plant Manager **or his designate** 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.

The Plant Manager **or his designate**, shall give his deci-

sion, 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 **or designate** 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 pro-

vided 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.

(b) **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 employees hiring date.
- 2) **No employee will be called to meet with a member of management without his department steward present for the purpose of discussing any alleged misconduct.**
- 3) His steward, upon arrival, will be given time to familiarize himself with the matters to be discussed and may take notes.
- 4) 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.
- 5) A period of suspension shall not include a qualifying day for a plant holiday.
- 6) Copies of notices of discharge shall be given to the chairperson.
- 7) Written notices of discipline will be expunged from an employee's record following twelve (12) months from the date of issue.
- 8) 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.
- 9) It is agreed that all discipline will be for just cause.
- 10) All disciplinary suspensions will be served on consecutive work days.
- 11) 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.

12) 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 calculation % 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 Union and Company agree that the following arbitrators shall be used to arbitrate grievances (8.01) on a rotating basis:**

**Dan Harris  
Ted Crljenica  
Greg Brandt  
Wes Rayner  
Frank Reilly**

8.03 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.



8.04 The fees for the arbitrator and his expenses shall be shared equally by both parties.

8.05 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 person’s 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) 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, **provided there are no seniority employees on layoff and all permanent vacancies are posted and filled or in the process of being filled**, 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.

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,
  - (ii) or 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**

As much advanced notice as possible shall be given in the event of a layoff.

- 9.03 (a) When circumstances arise where a layoff out of the plant is not anticipated to exceed three (3) days from any department, layoff out of the plant may be carried out without regard to seniority, and in exercising such

right the Company agrees that one-half (1/2) day shall be deemed a full day for this purpose only. It is agreed that in such cases mentioned above, the employee(s) 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, probationary persons, if any, shall be the first to be laid off on the affected shift.

**Notwithstanding the provisions above, employees will be offered layoff on a voluntary basis by seniority in their department. If training were required to fill a senior employee's position on a given shift, the Company may choose to skip them when canvassing for such voluntary layoff.**

- (b) Any layoff out of the plant that is expected to be in excess of three (3) days shall be on the basis of plant wide seniority.
- (c) In the event of a reduction in the workforce, an employee 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. **(as per criteria in Article 28 New Technology and Training).**
  - (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. **(as per criteria in Article 28 New Technology and Training).**
  - (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 **by classification.**

### **Recalls**

- (d) Recalls from layoff shall be on the basis of seniority from the seniority list.  
Notwithstanding the terms of the Ontario Employment Standards Act, employees returning from indefinite layoff shall retain their original date of hire for layoff purposes, subject to the "Loss of Seniority" provisions as outlined in this Collective Agreement.
- (e) An Employee who is on layoff out of the plant for a period in excess of nine (9) consecutive months shall lose his right to return to their home classification and /or department. Upon return to work, he shall acquire a position by posting on available work.
- (f) For the purpose of layoff and recall, departments shall be those identified as Schedule B. 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 ag-

gregate, 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) (i) 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 **ninety (90)** days.  
(ii) Seniority employees convicted and incarcerated for an offence other than that of the operation of a motor vehicle will be granted a leave of absence not to

exceed **ninety (90)** days.

**Such leave (b)(ii) is limited to one occurrence per contract year, per employee.**

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

No benefits will be paid through the above stated period for the exception of Drug & Dental benefits for a period of **ninety (90) days**.

#### **ARTICLE 11 - PAID HOLIDAYS**

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

##### **First Year (2005-2006) (14)**

|                       |                                |
|-----------------------|--------------------------------|
| December 23, 2005     | Christmas Holiday              |
| December 26, 2005     | Boxing Day                     |
| December 27, 2005     | Christmas Holiday              |
| December 28, 2005     | Christmas Holiday              |
| December 29, 2005     | Christmas Holiday              |
| December 30, 2005     | Christmas Holiday              |
| January 2, 2006       | Day in place of New Years' Day |
| February 20, 2006     | Heritage Day                   |
| <b>April 14, 2006</b> | Good Friday                    |
| May 22, 2006          | Victoria Day                   |
| July 3, 2006          | Canada Day                     |
| August 7, 2006        | Civic Holiday                  |
| September 4, 2006     | Labour Day                     |
| October 9, 2006       | Thanksgiving Day               |

##### **Second Year (2006-2007) (14)**

|                   |                   |
|-------------------|-------------------|
| December 22, 2006 | Christmas Holiday |
| December 25, 2006 | Christmas Day     |
| December 26, 2006 | Boxing Day        |
| December 27, 2006 | Christmas Holiday |
| December 28, 2006 | Christmas Holiday |
| December 29, 2006 | Christmas Holiday |

|                   |                  |
|-------------------|------------------|
| January 1, 2007   | New Years' Day   |
| February 19, 2007 | Heritage Day     |
| April 6, 2007     | Good Friday      |
| May 21, 2007      | Victoria Day     |
| July 2, 2007      | Canada Day       |
| August 6, 2007    | Civic Holiday    |
| September 3, 2007 | Labour Day       |
| October 8, 2007   | Thanksgiving Day |

**Third Year (2007-2008) (14)**

|                   |                            |
|-------------------|----------------------------|
| December 24, 2007 | Christmas Holiday          |
| December 25, 2007 | Christmas Day              |
| December 26, 2007 | Boxing Day                 |
| December 27, 2007 | Day in place of Boxing Day |
| December 28, 2007 | Christmas Holiday          |
| December 31, 2007 | Christmas Holiday          |
| January 1, 2008   | New Years' Day             |
| February 18, 2008 | Heritage Day               |
| March 21, 2008    | Good Friday                |
| May 19, 2008      | Victoria Day               |
| July 4, 2008      | Canada Day                 |
| August 4, 2008    | Civic Holiday              |
| September 1, 2008 | Labour Day                 |
| October 13, 2008  | 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 forms provided by the Company, obtained and completed at a designated area within the plant, duplicate retained by the employee, and supervisor with the date, time and signature. If the employee applies for more than one (1) posting, he must identify his order of preference. Posted vacancies will be filled on the basis of seniority and ability to perform the work.

**12.01** (a) (i) For the specific jobs that require testing, the following guidelines will be followed:  
The Company agrees to consult with the Union when drawing up study materials for member-

ship in advance of testing and/or revising test parameters. (Test content/passing grade). Test parameters to be relevant to the job position.

If more than one (1) person is applying for a position that requires testing, then all applicants will be tested at the same time, and a member of the management and union must be present during the test. Applicants who have been tested and passed the test, but were not the successful applicant will not be obligated to re-write the same test for a maximum of one year unless there is a process or significant requirement change.

- 12.01 (b) A vacancy exists when additional manpower is required within a classification above the number of posted employees to the classification.

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

- 12.01 (c) 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 (a) 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.

- 12.03 (b) With regard to employees holding temporary posting 12.03 (a) above shall not apply.

- 12.04 The above provisions shall apply only to the original va-

cancy 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 **12.04**.
- (ii) when the employee returns to work they shall be returned to their former classification and the employee filling the temporary vacancy shall be returned to their former position.
- (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
- (v) Any subsequent opening created by the filling of the temporary posting will be reviewed on an individual basis and if deemed necessary, the job will be posted.

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 an employee from their department, the Company will transfer employees based on where the high seniority may accept such transfer and so on until the vacancy is filled by the low seniority in the affected department. Transfer shall only apply provided continued operation of department is possible.

(b) (i) Recalls to classification and department will be

first given to the employee who is laid off from affected department and /or classification. Any shift transfers shall be done ASAP and in no condition past the next scheduled week. Transfers shall only apply provided continued operation of the department is possible.

- (c) When it becomes necessary to temporarily transfer an employee from his classification, within a department, the senior employee will be offered such transfer, from 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 **365** days (**366** Leap Year) prior to June 30<sup>th</sup> 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) Employees with thirty (30) years or more of service as of the vacation year end shall receive five (5) weeks of vacation and eleven percent (11%) of their gross earnings for the vacation year as vacation pay.**

(g) 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 15<sup>th</sup> 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 15 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 15<sup>th</sup> and the Company will determine and advise the employees by April 30<sup>th</sup> 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 15<sup>th</sup> 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 **ten (10)** occasions per year. **An** employee is required to give the Company seven (7) work days notice, in writing, for each intended occasion.  
Letter of Understanding shall prevail.  
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 (1/2) 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 con-

cept, 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 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 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, **up to four (4) hours.**

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. **Where limited shifts are offered, seniority shall prevail for representation.**

(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 five (5) working days as per **17.02**. The days will be taken within two (2) weeks of the date of death.

17.02 (a) In the event of a death in the employee's immediate family consisting of parents, spouse, common law spouse, same sex spouse, child, stepchild or unborn child will be granted five (5) working days for lost time from work.

(b) In the event of a death in the employee's family consisting of 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 will be granted three (3) working days for lost time from work.

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 **WSIB** 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 **WSIB**.

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

## ARTICLE 21 - SHIFT PREMIUM

21.01 The premium for working shifts **for all hours worked** shall be as follows:

**Afternoon Shift - .50¢ per hour**

**Midnight Shift - .60¢ per hour**

## 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.

**The Co-Chair will be granted two (2) hours per week (if required) to review accident and injury reports / safety concerns.**

### Health and Safety Certification Training

- 1) The parties agree that **two (2)** Company and **two (2)** 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.
- 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 five (5)** members of whom shall be worker representatives. 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 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 and approved by the Company **the maximum will be \$150.00 if prescriptionsafety glasses purchased from a non company approved supplier. If employee uses the company appointed retailer, the cost is 100% covered. Employees must obtain approval from Human Resources.**

**Effective January 1, 2006 the maximum will be \$150.00 per year if purchased by a non company**

**approved supplier.**

- (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 re-imburse 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, 2006 - \$105/year**

**Effective January 1, 2007 - \$110/year**

**Effective January 1, 2008 - \$115/year**

Employees in the skilled trades, anodize boom operators, die room labourers **and Tank Maintenance / DMP Class** 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 ro-

tating 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.

(f) The Company agrees to provide clothing allowance and safety shoes to alternates in the departments outlined under this article.

22.06 The Company shall provide and maintain clean and adequate sanitary facilities. An existing Cleaning contract is in place, the Union and the company have made an agreement to the following:

The Company and the Plant Chairperson will review upon completion of the current 3<sup>rd</sup> party contract for costs, requirements and best alternative for the future. The best alternative will be implemented. Only after input and review with Plant Chair.

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, error less than \$50.00 will be adjusted on the next available payroll. Adjustments must be greater than \$50.00 to warrant an immediate petty cash or manual cheque being issued by the end of the business on Friday.
- (f) Where a pay period falls on a week where a stat holdfay is on a Friday, Company shall advance pays to Wednesday.

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 differ 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. **Employees who are absent from the plant for 24 or more months due to a medical absence will forfeit their job classification. Existing conditions will be twelve (12) additional months for those currently off.**
- (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. **All company re-**

**quested doctors notes will be 100% re-reimbursed. All Benefit Carrier notes requested will be covered to a maximum of \$250.00 per year. Anything over \$250.00 will require approval of the Human Resource Manager.**

- (d) It must be understood that the above stated provisions are subject to the duty to accommodate under the Human Right 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.
- (b) The Company will co-operate 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 program, 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 16, 2005 ninety-five cents (95¢) shall be added to the classification base rates on the first full pay after signing.**
- (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, 2006.
  - (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 (1c) 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, 2006; May 1, 2006; August 1, 2006; November 1, 2006; February 1, 2007; May 1, 2007; August 1, 2007; November 1, 2007; February 1, 2008; May 1, 2008; August 1, 2008; and November 1, 2008.**
- (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 & TRAINING OPPORTUNITIES

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).

**Those employees required to train fellow workers on technologically advanced equipment shall receive lead**



hand rate for all hours spent training. \*Trainers will be selected based on knowledge, experience, qualifications and seniority."

| <u>Task</u>      | <u>Time Allotment(hours)</u> |
|------------------|------------------------------|
| Anodize DMP      | 16                           |
| Fab - Granco     | 24                           |
| Soco             | 24                           |
| Set up 1         | 24                           |
| Set up 2         | 32                           |
| CNC              | 40                           |
| Pack Spiral Wrap | 8                            |
| Buffing          | 40                           |
| Extrusion        | 24 - 80                      |
| Lead Hands       | 60                           |

#### 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 employ-

ees 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 shall have preferred hire-in rights into production areas ahead of other new hires, if requested.
- (c) Should a Skilled Trades employee become permanently medically unfit and unable to follow his skilled trade, both the Company and the Union will co-operate in endeavouring to place such an employee on a job he is capable of performing, taking his total plant seniority with him. However, if placed in a non-skilled classification he shall then forfeit all rights within the Skilled Trades.

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 **\$500.00 each year of the contract**. This will be paid early January each year to seniority employees. Employees obtaining seniority during a year will receive a pro-rated amount. **Any special request will be brought to the Maintenance Manager or designate for approval. There will be a \$250.00 cap in the retirement year.**

**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 repre-

sentative (in-house) to discuss the reasons why the work cannot otherwise be performed within the bargaining unit.

**30.09 Membership Fee:**

The Company will deduct from the earnings of the skilled trades employee the sum of one half (1/2) 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.

30.14. Skilled Trades Apprentice

GENERAL

1. The purpose is to define the provisions governing the registration, education, seniority, and all other matters peculiar to skilled trades apprenticeships.
2. Provisions of the Collective Agreement shall apply to all skilled trades apprentices.
3. A Joint Apprenticeship Committee shall be composed of an equal number of members, two (2) from management and two (2) from the skilled trades classification. The function of the committee shall be to advise on all phases of the Apprenticeship Training Program. This committee shall meet quarterly and as required. At least one (1) member of the committee from the Union and one (1) member of the committee from the company must be present in order to administer the Apprenticeship.

APPRENTICESHIP STANDARDS

4. The following standards of apprenticeship covering the employment and training of apprentices in the trades included in these standards have been agreed to by the Company and the National Automobile, Aerospace Transportation and General Workers Union of Canada (CAW-Canada) and its local 127.

PURPOSE

5. The purpose of these standards is to make certain that extreme care is exercised in the selection of applicants and that the methods of training are uni-

form and sound, with the result that they will be equipped for profitable employment, and to further the assurance to the Company of proficient employees at the conclusion of the training period.

#### DEFINITIONS

6. a) The term "Company" shall mean Daymond Aluminum.
- b) The term "Union" shall mean the duly authorized representatives of the National Automobile, Aerospace, Transportation and General Workers Union of Canada (CAW-Canada) and its Local Union 127.

#### APPLICATION

7. Application for apprenticeship will be received by the Human Resource Department of the Company from applicants considering prospective apprentices will be reviewed by the Joint Apprenticeship Committee; however, it is understood that the final selection and hiring of the apprentices is the sole responsibility of the Company.

#### APPRENTICESHIP ELIGIBILITY REQUIREMENTS

8. In order to be eligible for apprenticeship under these standards the applicant must meet the following qualifications:
  - a) He/she must have a junior matriculation or its educational equivalent;
  - b) The Company upon the recommendation of the Committee may make exceptions to these requirements for applicants who have unusual qualifications.
  - c) It is understood that all applicants must successfully pass the Company's regular employment requirements including testing with a passing grade of 70%.

#### REGISTRATION

9. All apprentices will be registered with the Ontario Department of Labour and the Ontario Training Adjustment Board. All apprentices will sign a written Apprenticeship Agreement with the company.

#### SCHOOL ATTENDANCE

10. Apprentices will be required to attend classes for related instruction. The Company will pay for any time spent in the classroom instruction if the apprentice loses time from their regular work schedule as a result of school attendance. The Apprenticeship Committee will establish a related progressive training schedule for the apprentices similar to that recommended by the CAW Apprenticeship Standards, offering full exposure to all aspects of the apprentices' trade. The Company will arrange for the apprentices to attend such courses.

#### COMPLETION OF APPRENTICESHIP

11. An apprentice must complete of their apprenticeship to receive the journeyman's classification. No certificates will be issued by the Apprenticeship Branch, Ontario Department of Labour, unless approved by the Joint Apprenticeship Committee.

#### DISCIPLINE

12. The Committee shall have the authority to cancel the apprenticeship agreement of the apprentice at any time for cause pertaining to their apprenticeship such as:
  - a) Inability to learn.
  - b) Unsatisfactory work.
  - c) Lack of interest in their work or education.

This shall not limit the right of the Company to discipline an apprentice for cause for matters not related to their training as an apprentice. Such discipline by the Company shall be subject to the Grievance procedure.



WAGES

13. Apprentices in each of the trades covered by these standards shall be paid a progressively increasing schedule of wages as follows:

- 1<sup>st</sup> 1,000 hours
  - not less than 65% of the Journeyman's wage rate
- 2<sup>nd</sup> 1,000 hours
  - not less than 70% of the Journeyman's wage rate
- 3<sup>rd</sup> 1,000 hours
  - not less than 75% of the Journeyman's wage rate
- 4<sup>th</sup> 1,000 hours
  - not less than 80% of the Journeyman's wage rate
- 5<sup>th</sup> 1,000 hours
  - not less than 85% of the Journeyman's wage rate
- 6<sup>th</sup> 1,000 hours
  - not less than 90% of the Journeyman's wage rate
- 7<sup>th</sup> 1,000 hours
  - not less than 95% of the Journeyman's wage rate
- 8<sup>th</sup> 1,000 hours
  - not less than 95% of the Journeyman's wage rate

Apprentice will remain at 95% of the Journeyman's wage rate until the C of Q test is passed.

Under no circumstance will an employee be paid less than general labour rate.

This apprentice shall also receive the annual improvement factor and all cost of living increases that are accorded all other plan employees, where such contract provisions exist.

Hours spent in classroom instructions shall not be considered hours of work in the computing of overtime.

Apprentices who are given credit for previous experience shall be paid at the 75% wage rate until the credited hours exceed the rate. This shall not be made retroactive.


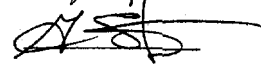
When an apprentice has completed 8,000 hours of training, passed the Certificate of Qualification, Government Test, and after recommendation for their journeymen's certificate by the Committee, he is to receive not less than the minimum rate to skilled journeymen in the trade in which he has served his apprenticeship provided an opening exists and he is selected for employment as a journeyman.

ARTICLE 31 - DURATION

This agreement shall come into effect upon signing by both parties and shall remain in effect until November **15, 2008** 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.

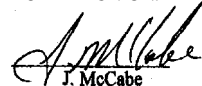
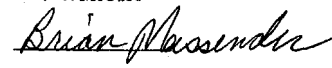
FOR THE COMPANY:

  
D. Holmes

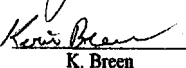
G. Smith

  
L. Morrison

FOR THE UNION:

  
J. McCabe

B. Massender

  
D. Carr  
B. Gillett  
K. Breen

**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<br><br>(\$1.00 Drug Card Plan with generic substitutes unless doctor <b>specifies</b> otherwise.) | 100% Company paid   |
| Major Medical | 100% benefit per plan   | 100% Company paid   |

psychologist coverage to \$1,000.00  
 Physiotherapist - max \$2,000/year  
**Chiropractic - max \$500 - from 1<sup>st</sup> visit**  
 Acupuncturist - max \$200/year  
 Massage Therapist - max \$200/year  
 Naturopath - max \$200/year  
 Osteopath - max \$200/year  
 Podiatrist/ chiropodist - max \$200/year  
 Speech Therapist - max \$300/year  
 PSR Testing - max \$50/year  
 Hearing Aids - max \$500 every 3 years

|                              |  |                   |
|------------------------------|--|-------------------|
| Life Insurance<br>& A.D.& D. | For employees actively at work<br>or after<br>Dec. 1/2005 \$33,000.00;<br>Dec. 1/2006 \$34,000.00;<br>Dec. 1/2007 \$35,000.00. | 100% Company paid |
|------------------------------|--|-------------------|

|                  |                            |                     |
|------------------|----------------------------|---------------------|
| Weekly Indemnity | Employees actively at work | Deductible of 1.1.3 |
|------------------|----------------------------|---------------------|

Company would apply through E.I. to introduce W.I. for the first 17 weeks. The Company would pay the first two weeks of W.I. while the employee applies for E.I. At that point the employee would pay back the E.I. portion to the Company minus the first two weeks. The employee would continue on E.I. for the remainder of the claim for the duration of 17 weeks. The Company would top up the portion to make up 66 2/3 payment for the full 17 weeks including the first two weeks. At the end of the 17 weeks the Company's insurance would apply for the duration of the 52 weeks,

1<sup>st</sup> day accident/hospitalized sickness and  
 Outpatient surgery, 3<sup>rd</sup> day sickness  
 (paid on 4<sup>th</sup>); 52 weeks duration.

|              |                          |                   |
|--------------|--------------------------|-------------------|
| O.H.I.P.     | Per plan                 | 100% Company paid |
| Semi-Private | Per plan                 | 100% Company paid |
| Dental Plan  | Equivalent to Blue Cross | 100% Company paid |

No. 9; O.D.A. - Current Schedule  
Capped at \$3,000 for (insured, dependant/spouse)  
Recall - 9 months  
17 years and under - 6 month recall

Include orthodontics- dependent  
\$2,000 age 10-19 dependants/spouse - 50% co-payment

Include denture at 50% co-payment  
annual maximum \$1,000.  
Subject to plan terms.

Vision Care      **Once** towards the purchase      100% Company paid  
Of eyewear (glasses/contacts/laser)  
for the employee and each of his  
dependents every two years  
January 1, 2006 - \$250.00

Vision Exam      100% covered once every 2 years

Co-ordination      Effective January 1, 2006 employees  
Will be able to exercise co-ordination  
Of **benefits** with their spouse,

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,      60% Company paid  
employee totally disabled      and 40% Employee paid

**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 ReviewThe 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 doc-

tor 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 finding on all parties.

## SCHEDULE "B"

### WAGE RATES AND CLASSIFICATIONS

#### EXTRUSION DEPARTMENT

| Group | Classification    | Nov 14/2005 | Nov 14/2006 | Nov 14/2007 |
|-------|-------------------|-------------|-------------|-------------|
| 1     | General Labourer  | 20.44       | 20.64       | 20.85       |
|       | Die Room Labourer | 20.44       | 20.64       | 20.85       |
| 2     | Shape Corrector   | 20.79       | 21.00       | 21.21       |
|       | Die Polisher      | 20.79       | 21.00       | 21.21       |
|       | Saw Operator      | 20.79       | 21.00       | 21.21       |
|       | Die Feed          | 20.79       | 21.00       | 21.21       |
|       | Billet Control    | 20.79       | 21.00       | 21.21       |
| 5     | Press Operator    | 21.79       | 22.01       | 22.23       |
| 7     | Die Corrector     | 23.04       | 23.27       | 23.50       |

**FABRICATION DEPARTMENT**

|          |                     |              |              |              |
|----------|---------------------|--------------|--------------|--------------|
| 1        | General Labourer    | 20.44        | 20.64        | 20.85        |
| 2        | Set-up1             | 20.79        | 21.00        | 21.21        |
|          | Production Welder   | 20.79        | 21.00        | 21.21        |
| <b>5</b> | <b>CNC Operator</b> | <b>21.79</b> | <b>22.01</b> | <b>22.23</b> |
| 5        | Set-up11            | 21.79        | 22.01        | 22.23        |
| 6        | Lead Hand           | 22.04        | 22.26        | 22.48        |

**ANODIZE DEPARTMENT**

|   |                     |       |       |       |
|---|---------------------|-------|-------|-------|
| 1 | General Labourer    | 20.44 | 20.64 | 20.85 |
| 2 | D.M.P.              | 20.79 | 21.00 | 21.21 |
|   | Rack-Builder-Set-up | 20.79 | 21.00 | 21.21 |
|   | Tank Control        | 20.79 | 21.00 | 21.21 |
| 4 | Boom Operator       | 21.39 | 21.60 | 21.82 |
| 6 | Lead Hand           | 22.04 | 22.26 | 22.48 |

**PACKING DEPARTMENT**

|   |                  |       |       |       |
|---|------------------|-------|-------|-------|
| 1 | General Labourer | 20.44 | 20.64 | 20.85 |
| 6 | Lead Hand        | 22.04 | 22.26 | 22.48 |

**SHIPPING-WAREHOUSE DEPARTMENT**

|   |                  |       |       |       |
|---|------------------|-------|-------|-------|
| 1 | General Labourer | 20.44 | 20.64 | 20.85 |
| 3 | Truck Driver     | 21.04 | 21.25 | 21.46 |
| 6 | Lead Hand        | 22.04 | 22.26 | 22.48 |



QUALITY CONTROL DEPARTMENT

|   |                           |       |       |       |
|---|---------------------------|-------|-------|-------|
| 3 | Quality Control Inspector | 21.04 | 21.25 | 21.46 |
| 5 | Quality Technician        | 21.79 | 22.01 | 22.23 |
| 6 | Lead Hand                 | 22.04 | 22.26 | 22.48 |

LIFT TRUCK DEPARTMENT

|   |                   |       |       |       |
|---|-------------------|-------|-------|-------|
| 2 | Lift Truck Driver | 20.79 | 21.00 | 21.21 |
|---|-------------------|-------|-------|-------|

BUFFING DEPARTMENT

|   |        |       |       |       |
|---|--------|-------|-------|-------|
| 5 | Buffer | 21.79 | 22.01 | 22.23 |
|---|--------|-------|-------|-------|

MAINTENANCE DEPARTMENT

|   |                     |       |       |       |
|---|---------------------|-------|-------|-------|
| 1 | Janitor             | 20.44 | 20.64 | 20.85 |
| 8 | Electrician         | 25.77 | 26.06 | 26.29 |
|   | Mechanic            | 25.77 | 26.06 | 26.29 |
|   | Welder              | 25.77 | 26.06 | 26.29 |
|   | Stationary Engineer | 25.77 | 26.06 | 26.29 |
|   | Tool & Die Maker    | 25.77 | 26.06 | 26.29 |

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

**Note:**

The Plant Chairperson *to* be equal *to* the highest rate in the plant.

**DRIVER CLASS**

| <b>EFFECTIVE</b>         | <b>RATE PER MILE DRIVEN</b> |
|--------------------------|-----------------------------|
| <b>November 17, 2005</b> | <b>38.3 cents per mile</b>  |
| <b>November 16, 2006</b> | <b>38.7 cents per mile</b>  |
| <b>November 14, 2007</b> | <b>39.1 cents per mile</b>  |

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 \$7.60 folded into the base hourly rates recorded in Schedule B.

**New Hires**

**Wage Progression for all new hires 1 – 24 months:**

|                                       |               |
|---------------------------------------|---------------|
| <b>New hire hourly rates start at</b> | <b>- 80%</b>  |
| <b>6 plus months</b>                  | <b>- 85%</b>  |
| <b>12 plus months</b>                 | <b>- 90%</b>  |
| <b>18 plus months</b>                 | <b>- 95%</b>  |
| <b>24 plus months</b>                 | <b>- 100%</b> |

**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 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**

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)

### **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.

#### Proof of Medical Documentation

Employees who are required by the company to substantiate their absence by means of a medical certificate, the following must be met:

Must see the treating practitioner on the earliest available date from the absence and the medical certificate must be dated on that date.

The medical note must be signed personally by the attending physician.

The Doctor must state on the medical certificate that the employee is unable to work on the date(s) in question; or that the employee is "able" to return to work on the work day immediately following the absence.

The reason why he/she is unable to work must be stated. This does not need to be diagnosis. The reason stated could be for example "illness", "injury", or "medical reason", etc.

The note must be submitted upon returning to work or as reasonably possible.

Cost for the completion of weekly indemnity forms will be reimbursed to a maximum of \$50,00 claim.

#### 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 off site **on a planned activity** to perform work related to customer requirements, shall be chosen from senior employee(s) **capable of doing the work** 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 questioning inverse order of seniority.

**Employees required to work off site on an unplanned situation will be chosen from the current shift workforce based on ability to perform the task on a voluntary basis.**

**All provisions of the Collective Agreement shall apply off site.**

### **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 | Skilled Trade<br>Pension Rate |
|------------------|--------------|-------------------------------|
| December 1, 2005 | \$36.00      | \$36.00                       |
| December 1, 2006 | \$38.00      | \$42.00                       |
| December 1, 2007 | \$40.00      | \$44.00                       |

- Pension credits will accumulate, in accordance with the plan, while an employee is on **WSIB** benefit.
  
- Early Retirement Program
  - Prescription drug coverage to age **65** (includes spouse under age 65)
  - Age **55** to **61** – **1/2%** reduction per month
  - Age **62** to **65** – no reduction
- Formation of a pension committee including hourly workers to ensure focused direction for the carrier and timely accurate updates for the plans members.

**VACATION POLICY**

- i) For the months excluding (June, July, August) the number of employees scheduled for vacation will be a number not greater than **10%** of the company’s active workforce by department and not greater than fifteen (**15**) individuals company wide. Determined by seniority if required.

*\*Exceptions to this rule may be approved by the company on an individual case basis following a review of immediate /potential business conditions and requirements.*

- ii) For the months of June, July, August the number of employees scheduled for vacation will be a number not greater than **15%** of the company active workforce by department and not greater than twenty (**20**) individuals company wide. Determined by seniority if required. In the event that contractual obligations or business conditions do not allow for incremental student hires during these months **13.04** ( c) (i) shall apply.

*\*Exceptions to this rule may be approved by the company on an individual case basis following a review of immediate /potential business conditions and requirements.*

Vacation entitlement may be used for one-day period to a maximum of ten (**10**) single (non-consecutive) occasions per year. An employee is required to give the company seven (**7**) work-day’s notice, in writing for each occasion applied for.

- a) Notwithstanding the above for the months excluding June, July & August, the number of employees scheduled for single days vacation by department will be no more than:

|    |    |           |    |           |    |           |           |    |
|----|----|-----------|----|-----------|----|-----------|-----------|----|
| QA | AN | <b>BU</b> | FA | <b>EX</b> | PA | <b>SH</b> | <b>LT</b> | MA |
| 1  | 3  | 1         | 5  | 2         | 2  | 2         | 1         | 1  |

- b) Notwithstanding the above (**13.09**) for the months of June, July and August the number of employees scheduled for single days vacation by department will be no more than:

|    |    |           |    |           |    |           |           |    |
|----|----|-----------|----|-----------|----|-----------|-----------|----|
| QA | AN | <b>BU</b> | FA | <b>EX</b> | PA | <b>SH</b> | <b>LT</b> | MA |
| 1  | 3  | 1         | 5  | 2         | 2  | 2         | 1         | 1  |

per department. At no time can more than **30%** of the active work force (round to nearest number) by department be on a vacation week / vacation day. In the event that contractual obligations or business conditions do not allow for incremental student hires during these months **13.09** (a) shall prevail.

*\*Exceptions to this rule may be approved by the company on an individual case basis following a review of immediate / potential business conditions and requirements.*

- c) Notwithstanding (a, b) the above, the company reserves the right to adjust the allocation of single day vacations by department based on fluctuations of future business conditions.
- d) The company recommends that this proposal be piloted in year one (1) of the new collective agreement. Should either party feel that this process does not meet its requirements, both parties will make their best efforts to renegotiate and amendment for years two (2) and three (3) of the collective agreement.
  - (i) In the event that this is not successful, the company and the union will revert back to the current (2003-2005) language for years two (2) and three (3) of the new collective agreement.

# 2006

| S              | M  | T  | W  | T  | F  | S  | S               | M  | T  | W  | T  | F  | S  | S                | M  | T  | W  | T  | F  | S  |
|----------------|----|----|----|----|----|----|-----------------|----|----|----|----|----|----|------------------|----|----|----|----|----|----|
| <b>January</b> |    |    |    |    |    |    | <b>February</b> |    |    |    |    |    |    | <b>March</b>     |    |    |    |    |    |    |
| 1              | 2  | 3  | 4  | 5  | 6  | 7  | 5               | 6  | 7  | 8  | 9  | 10 | 11 | 5                | 6  | 7  | 8  | 9  | 10 | 11 |
| 8              | 9  | 10 | 11 | 12 | 13 | 14 | 12              | 13 | 14 | 15 | 16 | 17 | 18 | 12               | 13 | 14 | 15 | 16 | 17 | 18 |
| 15             | 16 | 17 | 18 | 19 | 20 | 21 | 19              | 20 | 21 | 22 | 23 | 24 | 25 | 19               | 20 | 21 | 22 | 23 | 24 | 25 |
| 22             | 23 | 24 | 25 | 26 | 27 | 28 | 26              | 27 | 28 | 26 | 27 | 28 | 29 | 30               | 31 |    |    |    |    |    |
| 29             | 30 | 31 |    |    |    |    |                 |    |    |    |    |    |    |                  |    |    |    |    |    |    |
| <b>April</b>   |    |    |    |    |    |    | <b>May</b>      |    |    |    |    |    |    | <b>June</b>      |    |    |    |    |    |    |
| 2              | 3  | 4  | 5  | 6  | 7  | 8  | 7               | 8  | 9  | 10 | 11 | 12 | 13 | 4                | 5  | 6  | 7  | 8  | 9  | 10 |
| 9              | 10 | 11 | 12 | 13 | 14 | 15 | 14              | 15 | 16 | 17 | 18 | 19 | 20 | 11               | 12 | 13 | 14 | 15 | 16 | 17 |
| 16             | 17 | 18 | 19 | 20 | 21 | 22 | 21              | 22 | 23 | 24 | 25 | 26 | 27 | 18               | 19 | 20 | 21 | 22 | 23 | 24 |
| 23             | 24 | 25 | 26 | 27 | 28 | 29 | 28              | 29 | 30 | 31 | 25 | 26 | 27 | 28               | 29 | 30 |    |    |    |    |
| 30             |    |    |    |    |    |    |                 |    |    |    |    |    |    |                  |    |    |    |    |    |    |
| <b>July</b>    |    |    |    |    |    |    | <b>August</b>   |    |    |    |    |    |    | <b>September</b> |    |    |    |    |    |    |
| 2              | 3  | 4  | 5  | 6  | 7  | 8  | 6               | 7  | 8  | 9  | 10 | 11 | 12 | 3                | 4  | 5  | 6  | 7  | 8  | 9  |
| 9              | 10 | 11 | 12 | 13 | 14 | 15 | 13              | 14 | 15 | 16 | 17 | 18 | 19 | 10               | 11 | 12 | 13 | 14 | 15 | 16 |
| 16             | 17 | 18 | 19 | 20 | 21 | 22 | 20              | 21 | 22 | 23 | 24 | 25 | 26 | 17               | 18 | 19 | 20 | 21 | 22 | 23 |
| 23             | 24 | 25 | 26 | 27 | 28 | 29 | 27              | 28 | 29 | 30 | 31 | 24 | 25 | 26               | 27 | 28 | 29 | 30 |    |    |
| 30             | 31 |    |    |    |    |    |                 |    |    |    |    |    |    |                  |    |    |    |    |    |    |
| <b>October</b> |    |    |    |    |    |    | <b>November</b> |    |    |    |    |    |    | <b>December</b>  |    |    |    |    |    |    |
| 1              | 2  | 3  | 4  | 5  | 6  | 7  | 5               | 6  | 7  | 8  | 9  | 10 | 11 | 3                | 4  | 5  | 6  | 7  | 8  | 9  |
| 8              | 9  | 10 | 11 | 12 | 13 | 14 | 12              | 13 | 14 | 15 | 16 | 17 | 18 | 10               | 11 | 12 | 13 | 14 | 15 | 16 |
| 15             | 16 | 17 | 18 | 19 | 20 | 21 | 19              | 20 | 21 | 22 | 23 | 24 | 25 | 17               | 18 | 19 | 20 | 21 | 22 | 23 |
| 22             | 23 | 24 | 25 | 26 | 27 | 28 | 26              | 27 | 28 | 29 | 30 | 24 | 25 | 26               | 27 | 28 | 29 | 30 |    |    |
| 29             | 30 | 31 |    |    |    |    |                 |    |    |    |    |    |    |                  |    |    |    |    |    |    |

# 2007

| S              | M  | T  | W  | T  | F  | S  | S               | M  | T  | W  | T  | F  | S  | S                | M  | T  | W  | T  | F  | S  |
|----------------|----|----|----|----|----|----|-----------------|----|----|----|----|----|----|------------------|----|----|----|----|----|----|
| <b>January</b> |    |    |    |    |    |    | <b>February</b> |    |    |    |    |    |    | <b>March</b>     |    |    |    |    |    |    |
| 1              | 2  | 3  | 4  | 5  | 6  | 4  | 5               | 6  | 7  | 8  | 9  | 10 | 4  | 5                | 6  | 7  | 8  | 9  | 10 |    |
| 7              | 8  | 9  | 10 | 11 | 12 | 13 | 11              | 12 | 13 | 14 | 15 | 16 | 17 | 11               | 12 | 13 | 14 | 15 | 16 | 17 |
| 14             | 15 | 16 | 17 | 18 | 19 | 20 | 18              | 19 | 20 | 21 | 22 | 23 | 24 | 18               | 19 | 20 | 21 | 22 | 23 | 24 |
| 21             | 22 | 23 | 24 | 25 | 26 | 27 | 25              | 26 | 27 | 28 | 25 | 26 | 27 | 28               | 29 | 30 | 31 |    |    |    |
| 28             | 29 | 30 | 31 |    |    |    |                 |    |    |    |    |    |    |                  |    |    |    |    |    |    |
| <b>April</b>   |    |    |    |    |    |    | <b>May</b>      |    |    |    |    |    |    | <b>June</b>      |    |    |    |    |    |    |
| 1              | 2  | 3  | 4  | 5  | 6  | 7  | 6               | 7  | 8  | 9  | 10 | 11 | 12 | 3                | 4  | 5  | 6  | 7  | 8  | 9  |
| 8              | 9  | 10 | 11 | 12 | 13 | 14 | 13              | 14 | 15 | 16 | 17 | 18 | 19 | 10               | 11 | 12 | 13 | 14 | 15 | 16 |
| 15             | 16 | 17 | 18 | 19 | 20 | 21 | 20              | 21 | 22 | 23 | 24 | 25 | 26 | 17               | 18 | 19 | 20 | 21 | 22 | 23 |
| 22             | 23 | 24 | 25 | 26 | 27 | 28 | 27              | 28 | 29 | 30 | 31 | 24 | 25 | 26               | 27 | 28 | 29 | 30 |    |    |
| 29             | 30 |    |    |    |    |    |                 |    |    |    |    |    |    |                  |    |    |    |    |    |    |
| <b>July</b>    |    |    |    |    |    |    | <b>August</b>   |    |    |    |    |    |    | <b>September</b> |    |    |    |    |    |    |
| 1              | 2  | 3  | 4  | 5  | 6  | 7  | 5               | 6  | 7  | 8  | 9  | 10 | 11 | 2                | 3  | 4  | 5  | 6  | 7  | 8  |
| 8              | 9  | 10 | 11 | 12 | 13 | 14 | 12              | 13 | 14 | 15 | 16 | 17 | 18 | 9                | 10 | 11 | 12 | 13 | 14 | 15 |
| 15             | 16 | 17 | 18 | 19 | 20 | 21 | 19              | 20 | 21 | 22 | 23 | 24 | 25 | 16               | 17 | 18 | 19 | 20 | 21 | 22 |
| 22             | 23 | 24 | 25 | 26 | 27 | 28 | 26              | 27 | 28 | 29 | 30 | 31 | 23 | 24               | 25 | 26 | 27 | 28 | 29 |    |
| 29             | 30 | 31 |    |    |    |    |                 |    |    |    |    |    |    |                  |    |    |    |    |    |    |
| <b>October</b> |    |    |    |    |    |    | <b>November</b> |    |    |    |    |    |    | <b>December</b>  |    |    |    |    |    |    |
| 1              | 2  | 3  | 4  | 5  | 6  | 4  | 5               | 6  | 7  | 8  | 9  | 10 | 2  | 3                | 4  | 5  | 6  | 7  | 8  |    |
| 7              | 8  | 9  | 10 | 11 | 12 | 13 | 11              | 12 | 13 | 14 | 15 | 16 | 17 | 9                | 10 | 11 | 12 | 13 | 14 | 15 |
| 14             | 15 | 16 | 17 | 18 | 19 | 20 | 18              | 19 | 20 | 21 | 22 | 23 | 24 | 16               | 17 | 18 | 19 | 20 | 21 | 22 |
| 21             | 22 | 23 | 24 | 25 | 26 | 27 | 25              | 26 | 27 | 28 | 29 | 30 | 23 | 24               | 25 | 26 | 27 | 28 | 29 |    |
| 28             | 29 | 30 | 31 |    |    |    |                 |    |    |    |    |    |    |                  |    |    |    |    |    |    |

# 2008

| S M T W T F S  |    |    |    |    |    |    | S M T W T F S   |    |    |    |    |    |    | S M T W T F S    |    |    |    |    |    |    |    |    |    |    |    |    |    |
|----------------|----|----|----|----|----|----|-----------------|----|----|----|----|----|----|------------------|----|----|----|----|----|----|----|----|----|----|----|----|----|
| <b>January</b> |    |    |    |    |    |    | <b>February</b> |    |    |    |    |    |    | <b>March</b>     |    |    |    |    |    |    |    |    |    |    |    |    |    |
|                |    | 1  | 2  | 3  | 4  | 5  |                 | 3  | 4  | 5  | 6  | 7  | 8  | 9                | 1  | 2  | 2  | 3  | 4  | 5  | 6  | 7  | 8  | 1  |    |    |    |
| 6              | 7  | 8  | 9  | 10 | 11 | 12 | 10              | 11 | 12 | 13 | 14 | 15 | 16 | 9                | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 21 | 22 |
| 20             | 21 | 22 | 23 | 24 | 25 | 26 | 17              | 18 | 19 | 20 | 21 | 22 | 23 | 23               | 24 | 25 | 26 | 27 | 28 | 29 | 30 | 31 |    |    |    |    |    |
| 27             | 28 | 29 | 30 | 31 |    |    | 24              | 25 | 26 | 27 | 28 | 29 |    |                  |    |    |    |    |    |    |    |    |    |    |    |    |    |
| <b>April</b>   |    |    |    |    |    |    | <b>May</b>      |    |    |    |    |    |    | <b>June</b>      |    |    |    |    |    |    |    |    |    |    |    |    |    |
|                |    | 1  | 2  | 3  | 4  | 5  |                 | 4  | 5  | 6  | 7  | 1  | 2  | 3                | 1  | 2  | 3  | 4  | 5  | 6  | 7  |    |    |    |    |    |    |
| 6              | 7  | 8  | 9  | 10 | 11 | 12 | 11              | 12 | 13 | 14 | 15 | 16 | 17 | 8                | 9  | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 21 |
| 13             | 14 | 15 | 16 | 17 | 18 | 19 | 18              | 19 | 20 | 21 | 22 | 23 | 24 | 22               | 23 | 24 | 25 | 26 | 27 | 28 | 29 | 30 |    |    |    |    |    |
| 20             | 21 | 22 | 23 | 24 | 25 | 26 | 25              | 26 | 27 | 28 | 29 | 30 | 31 |                  |    |    |    |    |    |    |    |    |    |    |    |    |    |
| 27             | 28 | 29 | 30 | 31 |    |    |                 |    |    |    |    |    |    |                  |    |    |    |    |    |    |    |    |    |    |    |    |    |
| <b>July</b>    |    |    |    |    |    |    | <b>August</b>   |    |    |    |    |    |    | <b>September</b> |    |    |    |    |    |    |    |    |    |    |    |    |    |
|                |    | 1  | 2  | 3  | 4  | 5  |                 |    | 1  | 2  |    |    |    |                  | 1  | 2  | 3  | 4  | 5  | 6  |    |    |    |    |    |    |    |
| 6              | 7  | 8  | 9  | 10 | 11 | 12 | 3               | 4  | 5  | 6  | 7  | 8  | 9  | 7                | 8  | 9  | 10 | 11 | 12 | 13 |    |    |    |    |    |    |    |
| 13             | 14 | 15 | 16 | 17 | 18 | 19 | 10              | 11 | 12 | 13 | 14 | 15 | 16 | 14               | 15 | 16 | 17 | 18 | 19 | 20 |    |    |    |    |    |    |    |
| 20             | 21 | 22 | 23 | 24 | 25 | 26 | 17              | 18 | 19 | 20 | 21 | 22 | 23 | 21               | 22 | 23 | 24 | 25 | 26 | 27 |    |    |    |    |    |    |    |
| 27             | 28 | 29 | 30 | 31 |    |    | 24              | 25 | 26 | 27 | 28 | 29 | 30 | 28               | 29 | 30 |    |    |    |    |    |    |    |    |    |    |    |
| <b>October</b> |    |    |    |    |    |    | <b>November</b> |    |    |    |    |    |    | <b>December</b>  |    |    |    |    |    |    |    |    |    |    |    |    |    |
|                |    | 1  | 2  | 3  | 4  |    |                 |    |    |    |    |    | 1  |                  | 1  | 2  | 3  | 4  | 5  | 6  |    |    |    |    |    |    |    |
| 5              | 6  | 7  | 8  | 9  | 10 | 11 | 2               | 3  | 4  | 5  | 6  | 7  | 8  | 7                | 8  | 9  | 10 | 11 | 12 | 13 |    |    |    |    |    |    |    |
| 12             | 13 | 14 | 15 | 16 | 17 | 18 | 9               | 10 | 11 | 12 | 13 | 14 | 15 | 14               | 15 | 16 | 17 | 18 | 19 | 20 |    |    |    |    |    |    |    |
| 19             | 20 | 21 | 22 | 23 | 24 | 25 | 16              | 17 | 18 | 19 | 20 | 21 | 22 | 21               | 22 | 23 | 24 | 25 | 26 | 27 |    |    |    |    |    |    |    |
| 26             | 27 | 28 | 29 | 30 | 31 |    | 23              | 24 | 25 | 26 | 27 | 28 | 29 | 28               | 29 | 30 | 31 |    |    |    |    |    |    |    |    |    |    |
|                |    |    |    |    |    |    | 30              |    |    |    |    |    |    |                  |    |    |    |    |    |    |    |    |    |    |    |    |    |

Notes:

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