

**AGREEMENT**

**BETWEEN:**

**DRESDEN INDUSTRIAL  
172 CENTRE STREET  
RODNEY, ONTARIO**

**A BODY CORPORATE CARRYING ON BUSINESS IN THE  
PROVINCE OF**

**ONTARIO HEREINAFTER REFERRED TO AS THE  
'COMPANY'**

**AND**

**SHEET METALWORKERS  
INTERNATIONAL ASSOCIATION  
LOCAL 540  
1310 MIDWAY BLVD., UNIT 39  
MISSISSAUGA, ONTARIO L5T 2G8  
(905) 670-9228**

**HEREINAFTER REFERRED TO AS THE  
'UNION'**

# INDEX

ARTICLE	PAGE
1 Preamble	1
2. Scope of the Bargaining Unit	2
3. Union Security	3
4. Deduction of Union Fees	4
5. No Discrimination	5
6. Union Representative	6
7. Management Rights	7
8. Seniority	8
9. Training	12
10. Safety & Health	13
11. Bulletin Board	15
12. Plant Committee	16
13. Adjustment of Grievances	17
14. Arbitration	20
15. No Strikes - No Lockouts	21
16. Leave of Absence	22
17. Employee Record	23
18. Hours of Work & Overtime & Holidays	24
19. Holidays	28

INDEX

ARTICLE	PAGE
20. Parental Leave	30
21. Vacation	31
22. Health Care Benefits	33
23. Wages	36
24. Bereavement Leave	43
25. Legislative Changes	45
26. Expiration of Agreement	46
27. Letter of Understanding	49
Letter of Understanding on Disciplinary Action	55
Letter of Understanding	57
Letter of Intent	58
Letter of Understanding	59
Letter of Understanding	60
Glossary of Terms	61
Letter of Understanding	62
Letter of Understanding	65
Letter of Understanding	66

## ARTICLE 1 -PREAMBLE

Whereas the Company and the Union desire to cooperate in establishing and maintaining conditions which will promote a harmonious relationship between the Company and the employees covered by this Agreement, and in providing methods for a fair and amicable adjustment of disputes which may arise between them, and to promote efficient operation.

It is agreed by both parties to this agreement that there is a commitment to our customers to achieve the highest quality levels possible in the manufacture and sales of our products.

Now, therefore, the Company and the Union mutually agree as follows:

### GOVERNMENT REGULATIONS

A Pay Equity study has been completed as per Government Regulations, by a private consulting firm, and the parties to this agreement mutually concur with the findings. Results of the study are posted in the plant.

WHMIS regulations have, and continue to be, complied with in accordance with Government Regulations.

**ARTICLE 2 - SCOPE OF THE BARGAINING UNIT**

2.01 The Company recognizes the Union as the sole Collective Bargaining Agency for all the employees of Dresden Industrial Company at Rodney, save and except foremen, persons above the rank of foremen, office staff and outside sales staff.

### ARTICLE 3 -UNION SECURITY

3.01 The parties agree that all employees engaged in jobs covered by the bargaining unit shall, as a condition of employment, become members of #540, Sheet Metal Workers International Association, and maintain their membership in good standing by the payment of regular Union dues and initiation fees as provided for by the Union Constitution and the terms of this agreement.

3.02 The Union shall accept into membership, each employee engaged in jobs covered by the bargaining unit who has signed a Union Application card, and the authorization providing for the check-off of Union dues and initiation fees.

3.03 Membership in the Union, and the payment of Union dues and initiation fees as herein provided, shall become effective upon the date of hire.

3.04 Employer Representatives (Supervisor(s) and/or foreperson(s)) shall not perform work NORMALLY performed by employees in the bargaining unit covered under this agreement other than for training purposes and new product development. Employees shall not be displaced and/or incur any loss of wages, overtime and/or additional hours of work, normally owing and due them by the result of said "Employer Representatives" performing work of the bargaining unit.

3.05 In the event that new equipment is brought into the plant for production purposes, bargaining unit employees in sufficient numbers, as determined by the Company, shall receive adequate training to perform such work within thirty (30) working days. Wherever possible, the Company shall offer the training by seniority within the classification.

#### ARTICLE 4 - DEDUCTION OF UNION FEES

4.01 The Company agrees to deduct from each employee in the bargaining unit the amount of Union dues and initiation fees as are authorized by regular and proper vote of the membership of the Local Union. The Union will advise the Company as to the amount to deduct on a monthly basis.

4.02 The Company agrees to deduct union dues from the wages of each of its employees covered by this agreement, from the first full week's pay of each month, the same to be forwarded to the Financial Secretary of the Local Union no later than the 25th day of the same month with an accompanying list of the names of the employees and the amounts deducted. Make all cheques payable to Sheet Metal Workers International Association Local 540.

4.03 Union dues deductions, deducted from the Company payroll during the calendar year, shall be included on the T-4 income tax forms that are provided by the Company.

4.04 When an employee's absence from work is caused by a work-related or non-work related sickness or injury, the Company agrees to pay the union dues of that employee until such time as the sickness or injury does not prevent a return to work, and provided that such absence is not less than (10) working days, excluding weekends and holidays, in duration.

## ARTICLE 5 -NO DISCRIMINATION

5.01 The parties agree that every person has a right to equal treatment with respect to employment without discrimination because of age, race, ancestry, place of origin, colour, ethnic origin, citizenship, sex, sexual orientation, record of offences, marital status, same-sex partnership status, family status, or handicap, union activity or lack of union activity.

5.02 The Company and the Union are committed to the concept that it is essential to provide a workplace climate that treats the individual with dignity and respect in an atmosphere free from harassment.

5.03 Employees have the right to use the cafeteria. The Company shall ensure that the cafeteria will be maintained in good order.



ARTICLE 6 -UNION REPRESENTATION

**6.01 a)** The Union, and its members, shall not, on company time conductor hold Union activities or Union meetings of any kind except as in this agreement expressly provided without prior consent of the Company.

**6.01 b)** The authorized Union Representative shall be given access to a suitable location within the plant, as designated by the Plant Manager, to meet with an employee(s) authorized under 6.01 a), provided permission is granted, which shall not be unreasonably withheld.

**6.01 c)** The Business Agent or International Representative of the Union shall be entitled to visit the location covered by this Agreement for the purpose of ensuring the terms of the Agreement are implemented, provided however, that the appropriate Management authority has given his/her consent, which shall not be unreasonably withheld.

ARTICLE 7 -MANAGEMENT RIGHTS

7.01 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, promote, demote, classify, transfer, suspend, rehire, discipline or discharge any employee for just cause. The Company shall not be permitted to implement discipline that has not been issued within five (5) days of said violation or infraction:
- c) make, enforce and alter from time to time, reasonable rules and regulations to be observed by the employees. The Plant Committee is to be advised of rules and regulations prior to posting on the bulletin board:
- d) determine the nature and kind of business by the Company, the kinds and locations of plants, equipment and materials to be used, the control of materials and parts, the methods and techniques of work, the content of jobs, the schedules of production, hours of work, shift schedules, the number of employees to be employed, the extension, limitations, curtailment or cessation of operations or any part thereof, and to determine and exercise all other functions and prerogatives of the Company.

7.02 If in exercising these rights or responsibilities the Company breaches the terms of this Agreement, the grievance provisions shall apply.

## ARTICLE 8 -SENIORITY

**8.01** The purpose of this Seniority Article is to provide the maximum job security and promotional opportunity for all bargaining unit employees, based on length of service, while giving full consideration to efficient plant operation.

Seniority, as referred to in this Agreement, shall mean length of service in the employ of the Company not interrupted by any seniority break, and shall be on a plant-wide basis.

**8.02** Each employee shall be a probationary employee, and shall not attain seniority status, or be eligible for company paid benefits, except where specified in this agreement, until they have:

a) been an employee of the Company for a minimum of sixty (60) days worked. After attainment of seniority, the employees' seniority rating will be established from the date of employment, or in the case of an employee re-employed following a break in seniority, from the date of re-employment

**8.03** Notwithstanding any other provision of this agreement, the employment of a probationary employee may be terminated for just cause at the discretion of management. In this instance, the cause of termination may be of a lesser degree than employees with seniority status.

**8.04** Seniority lists will be posted as soon as possible after the signing date of this Agreement, and every six (6) months thereafter, including such revisions as are necessary. A copy of the list will be posted in the plant, and a copy given to the Union. If an employee or the Union does not challenge his/her seniority standing as listed, within fifteen (15) working days after the list is posted, then he/she shall be deemed to have proper seniority standing. If an employee is absent when the list is posted he shall have fifteen (15) working days from the date of the return to work to challenge his/her seniority date.

8.05 Promotions and/or postings shall be made on the basis of seniority, provided the senior employee has the ability to perform the required work. Also, seniority of employees shall apply for shift preference prior to "new hires" being assigned to shift(s).

8.06 Seniority, as herein defined, shall apply in the case of lay-off resulting from a reduction of the work force. Probationary and Tier 2 employees shall be laid off first. If it is necessary to make an additional reduction in the work force, employees with the least seniority shall be laid off, and senior employees retained, provided however, the senior employees retained have the necessary ability to perform the requirements of the job.

Note: The Company shall give at least two full working day's (forty-eight (48) hours) notice of layoff, or will pay four (4) hours regular rate of pay in lieu of. Layoffs due to hydro blackouts, floods, water shortage, other natural disasters, etc. are excepted from this provision.

8.07 Seniority shall apply in the case of re-call of employees after lay off. Employees shall be recalled in the order of Plant Seniority, with the most senior employee being recalled first, and least senior employee recalled last, in that order, provided, however, the senior employees recalled have the ability to and can perform the requirements of the job. The definition of "ability to perform the requirements of the job" as it applies to lay-off or recall, in 8.06 and 8.07 shall mean: -

a) In the case of trade or craft classifications required in the plant operation, possession of a valid certificate or equivalent to the trade or craft.

b) In the case of classifications other than trade or craft classifications, the ability to perform the requirements of the job.

8.08 It shall be considered a seniority break, and the employee's seniority shall terminate, and the employee shall cease to be employed with the Company under any of the following circumstances:-

a) the employee voluntarily quits his/her employment with the Company;

b) the employee is discharged and is not reinstated through the Grievance Procedure or Arbitration;

c) the Tier 1 employee is on lay-off for 18 months; the Tier 2 employee is on lay-off for six (6) months if less than 1 year seniority; eight (8) months for more than 1 year and less than 3 years seniority; ten (10) months for more than 3 years seniority;

d) the employee fails to report for work for three (3) consecutive working days, without following call in procedure as outlined in the Letter of Understanding attached to this Agreement, giving a reason acceptable to the Company for not reporting;

e) while on lay-off, and not employed elsewhere, employee fails to report within three (3) days, or five (5) days if employed, following notification by telephone, or receipt of a telegram or registered letter sent to the employee's last known address on the Company files, unless the employee gives a reason acceptable to the Company for not reporting;

f) the employee fails to report for work following an authorized leave of absence, unless the employee obtains an extension of the leave of absence or is able to give a reason acceptable to the Company;

g) accepts gainful employment while on an authorized leave of absence, without first obtaining the consent of the Company in writing.

8.09 In the event that an employee covered by this Agreement should be promoted to a supervisory or confidential position beyond the scope of this Agreement, said employee shall lose all seniority and shall not be placed back in to the bargaining unit unless hired as a new employee with no seniority.

8.10 It shall be the duty of each employee to notify the Company promptly of any change in address. If an employee fails to do this, the Company will not be responsible for failure of a notice to reach such employee.

8.11 Any employee's reinstatement after sick leave will be conditional on his/her supplying, when requested by the Company, and at the Company's expense, a certificate from a physician that he is fully recovered from the sickness which caused his/her absence. If the Company requests a doctor's note while an employee is on WSIB, the Company shall pay the cost of such note.

## ARTICLE 9 -TRAINING

9.01 The Company and the Union agree (with the exception of trade and craft jobs and Government training programs) that a reasonable training period will be provided for upgrading all employees and the length of the training period will be a minimum of ten (10) working days, or a period of time agreed to by the parties of this Collective Agreement. Said training shall apply by seniority in the application of Articles 8.05, 8.06, 8.07 and 18.02(j).

Upon successful completion of the ten (10) day training period for the posted position, the employee will remain in that posted position for a minimum of 90 working days.

In the event that an employee receives specialized training for a posted position, and the employee later accepts that position, and the employee later wishes to voluntarily vacate that position, he/she shall give at least sixty (60) days written notice of intent to the Company. The Company, at its discretion, may waive any or all of the sixty (60) day written notice requirement. Notwithstanding this provision, employees are not required to give such written notice if they are applying for another posted position.

It is understood, however, that training time shall not exceed, in any case, with or without mutual agreement as stated above, longer than one (1) calendar month.

9.02 Management shall assume responsibility for all training, including competency training. Furthermore, the Company agrees that when training is offered or provided within a classification that the training shall be offered on the basis of strictly seniority.

## ARTICLE 10 -SAFETY AND HEALTH

**10.01** In the interests of maintaining high standards of safety and health, it is mutually agreed that the parties to this Agreement will co-operate to the fullest extent toward the prevention of accidents and the promotion of employee health and safety. Further, the Company agrees that, as a minimum standard, it will comply with the applicable Federal and/or Provincial legislation for the protection of workers safety and health.

It is also agreed that the Company will make available Safety and Health courses to those employees who the Company deems necessary to fulfill the health and safety requirements of the plant. It is understood that such courses are of a voluntary nature.

**10.02** Protective devices, wearing apparel and other equipment necessary to properly protect employees from injury or illness shall be provided by the Company.

In addition to the above, the Company will reimburse any Tier 1 active employee with seniority, other than those employees normally assigned to the Press Department, Tool Room, Set up, Quality Assurance auditor, Janitor, Lead Hand, Spider Person, Welders, and maintenance upon need, and only once in every twelve (12) month period, to a maximum of \$150.00, on proof of purchase of approved industrial safety shoes. Any Tier 1 seniority employee normally assigned to the Press Shop, Tool Room, Set up, Quality Assurance auditor, Janitor, Lead Hand, Spider Person, Welders, and Maintenance will be reimbursed, upon need, and only once in every six (6) month period.

The Company will reimburse any Tier 2 employee with seniority upon need, and only once in every twelve (12) month period, to a maximum of \$125.00 on proof of purchase of approved industrial safety shoes.



10.03 The Company shall install, maintain in good condition and operate adequate heating and ventilation systems. Approved lens cleaner for glasses shall be provided by the Company.

10.04 The company and the Union agree to appoint a Joint Safety and Health Committee, as per Ontario Provincial legislation and guidelines, which shall represent the parties in the promotion of safety and health and the prevention of accidents. The Health and Safety Committee shall have a ratio of one union employee to one management employee, except that the union may have one extra representative in the event the numbers are uneven.

10.05 The Joint Safety and Health Committee shall hold meetings once per month and shall keep Minutes of the meetings, with particular mention being made of any action or decision taken by them, and which shall be signed by both parties. A copy of the Minutes shall be posted in a timely manner.

10.06 The Joint Safety and Health Committee shall make Safety and Health tours once per month and more frequently, if required.

10.07 When an employee is injured in the Plant, he shall be paid his/her appropriate rate of pay for the total time lost for the remainder of the day on which he was injured. The Company shall provide transportation to the hospital and/or nearest medical facility. Where possible, the injured person shall be accompanied by first aid trained personnel.

10.08 The Company agrees that an employee shall not suffer any loss of wages or benefits as a result of performing duties as described in 10.05 and 10.06.

ARTICLE 11 -BULLETIN BOARD

11.01 The Company will provide a bulletin board for the purpose of publishing Union notices and official papers. Bulletin Board notices shall be submitted to local management before being posted.

## ARTICLE 12 -PLANT COMMITTEE

12.01 The Company acknowledges the right of the Union to appoint or otherwise select a Plant Committee of no more than four (4) regular employees, two (2) of which shall be a Chief Steward and Assistant Steward, from the regular employees of the Company engaged in jobs covered by the bargaining unit. The Committee will represent all employees covered by this agreement, in matters pertaining to grievances, or alleged grievances, concerning the terms and provisions of this agreement, under the direction of the union. The name and area of each of the stewards, and the name of the Chief Steward of the Plant Committee, from time to time selected, shall be given to the Company in writing.

12.02 The Company undertakes to instruct all members of its supervisory staff to co-operate with the stewards in the carrying out of the terms and requirements of this Agreement.

12.03 The Union undertakes to secure from its officers, stewards and members, their co-operation with the Company, and with all persons representing the Company in a supervisory capacity, in the carrying out of the terms and requirements of this Agreement.

12.04 The steward may request relief from assigned duties to investigate a grievance arising from this Agreement without deduction in pay. Such permission shall not be unreasonably withheld. This right is granted on the following conditions: -

a) The time shall be devoted to the prompt handling of the grievance.

b) The time away from productive work shall be reported in accordance with the time keeping methods of the department in which the steward is employed.

c) The Company reserves the right to limit such time if it deems the time so taken to be excessive.

## ARTICLE 13-ADJUSTMENT OF GRIEVANCES

13.01 Either the Company, the Union or any employee has a right to lodge a grievance with respect to any matter arising out of this Agreement concerning the interpretation, application or alleged violation of this Agreement.

The parties agree that all grievances should be dealt with as quickly as possible.

13.02 No grievance shall be considered where the circumstances giving rise to it occurred or originated more than ten (10) working days before the filing of the grievance.

13.03 Grievance properly arising under this Agreement shall be processed and finalized as follows: -

Verbal Step -The aggrieved employee shall discuss his/her grievance verbally with his/her supervisor. He shall have the assistance of his/her steward if he so desires. The supervisor shall give his/her decision within one (1) working day following the discussion. If the supervisor's decision is not satisfactory to the employee concerned, then the grievance will be reduced to writing and submitted at Step No. 1.

STEP NO. 1 - Within five (5) working days after the decision is given at the Verbal Step, the aggrieved employee may, with his/her steward, present the grievance (which shall be reduced to writing on a form supplied by the Union) to the Plant Manager/Superintendent who shall discuss it with the persons presenting same, and render his/her decision in writing within five (5) working days following the discussion of the grievance. If a settlement satisfactory to the employee concerned is not reached, the grievance will proceed to Step No. 2.

STEP NO. 2 -Within five (5) working days after the decision is given under Step No. 1, the aggrieved employee may submit his/her grievance to the Plant Manager/Superintendent. The employee, accompanied by the steward and a Union Staff Representative shall meet as promptly as possible with the Plant Manager/Superintendent and other Management representatives, to consider the grievance. The Plant Manager/Superintendent will render his/her decision in writing within five (5) working days. In the case of a dismissal, a grievance may be filed by an employee who feels he was unjustly dealt with. Such a grievance must be filed within five (5) working days from the date of dismissal and shall commence at Step No. 2.

STEP NO. 3 - If it is wished to appeal the Plant Manager/Superintendent's decision, the steward and/or a Union Staff Representative shall discuss the grievance in a meeting with a representative of the Company's Head Office and Local Management. Such meeting will be held within fifteen (15) working days of request and a decision will be given within five (5) working days of the meeting.

**13.04** If final settlement of the grievance is not reached at Step No. 3, and if the grievance is one which concerns the interpretation or alleged violation of the Agreement, then the grievance may be referred, in writing, by either party to a single Arbitrator as provided in Article 14 at any time within fifteen (15) working days after the decision is given under Step No. 3. If no such written request for Arbitration is received within the time limit, it shall be deemed to have been abandoned.

13.05 The time limits set out in the sections of Article 13, shall be exclusive of Saturdays, Sundays and holidays, and may be extended by mutual agreement in writing of the parties to this Agreement. The parties agree that the time extensions will not be unreasonably withheld.

13.06 If the Company does not respond to or reply within the time limits specified in Article 13.03 or 13.04 for grievances or employee statements, then the grievances shall be granted in favour of the grievor. If the Union does not respond to Company decisions within the time limits specified in Article 13.03 and 13.04, then the grievances shall be considered void.

13.07 When responding to a grievance, the reasons for denying the grievance shall be provided by the Company. Furthermore, said response shall be in a non-aggressive business-like manner.

#### ARTICLE 14 - ARBITRATION

**14.01** Both parties to this Agreement agree that any dispute or grievance concerning the interpretation or alleged violation of this Agreement, which has been properly carried through all the steps of the grievance procedure outlined in Article 13, and which has not been settled, will be referred to a single Arbitrator, at the written request of either of the parties hereto.

**14.02** Within fifteen (15) working days (Saturdays, Sundays and holidays excluded) of the request by either party for Arbitration, the parties shall discuss and attempt to agree upon a single Arbitrator. This time limit may be extended by mutual agreement in writing.

**14.03** Should the parties fail to agree on a single Arbitrator, the Minister of Labour, Office of Arbitration, will be asked to nominate a person to act as Arbitrator.

**14.04** The decision of the Arbitrator shall be binding on both parties.

**14.05** The Arbitrator shall not have the power to alter or change any of the provisions of this Agreement or to substitute any new provisions for any existing provisions, nor to give any decision inconsistent with the terms and provisions of this Agreement.

**14.06** The parties to this Agreement will jointly bear the expenses of the Arbitrator (this shall apply to any current arbitrations).

ARTICLE 15 -NO STRIKES-NO LOCKOUTS

15.01 In view of the orderly procedures established by this Agreement for the settling of disputes and the handling of grievances, the Union agrees that, during the life of this Agreement, there will be no strike, picketing, slow-down, or a stoppage of work, either complete or partial and the Company agrees that there will be no lockout.

15.02 The Company shall have the right to discharge or otherwise discipline employees who take part in or instigate any strike, picketing, stoppage or slow-down, during the life of this Agreement, but a claim of unjust discharge or discipline may be the subject of a grievance and dealt with as provided in Article 13.



ARTICLE 16 -LEAVE OF ABSENCE

16.01 Any employee's request for leave of absence must be in writing to his/her immediate superior for referral to the Plant Manager where such application will be given full consideration. Any leave of absence that may be granted by the Company under this Article 16 shall be without pay or benefits.

16.02 The Company shall reply in writing within two (2) weeks, to all written requests for leave of absence with one (1) copy to the Union Steward and one (1) copy to the employee concerned.

16.03 The Company agrees to permit leave to the Union Officer(s) for union business, under this section the leave will be without pay and the Union Officer(s) will maintain and accrue seniority. The Union will give reasonable notice to the company.

16.04 The Company agrees to permit leave, to a maximum of seven (7) employees designated to attend negotiations, such employees to receive regular straight time wages for a normal shift when performing these duties.

16.05 The Company shall pay an employee who is required for jury service or who has been subpoenaed as witness in a court of law in a matter as to which the Company has no detrimental interest, for each day of service, the difference between his/her appropriate rate of pay for the number of hours he normally works on his/her regular shift, and the payment he receives for jury or witness service. The employee will present proof of service and the amount of pay he received.

ARTICLE 17 -EMPLOYEE RECORD

17.01 The Company agrees that whenever an interview is held with an employee regarding his/her work or conduct which may become a part of his/her record, it shall advise the employee that he/she has the right to have a steward of his/her choice present at such interview, if he/she so desires. Disciplinary action records shall be removed from employees' files after one (1) year, as per letter of understanding herein attached.

**ARTICLE 18 - HOURS OF WORK AND OVERTIME AND HOLIDAYS**

**18.01** a) The standard work week shall be forty (40) hours, consisting of four (4) days of eight and one-half hours per day and one (1) day consisting of six (6) hours for the day and afternoon shifts. These hours will be exclusive of meal periods. This shall not be considered as a guarantee of hours of work per day and per week.

The work day will be eight and one-half (8-1/2) hours of work per day, Monday through Thursday, with six (6) hours of work on Friday.

Monday to Thursday, day shift is from 6:30 am to 3:30 pm.  
Friday, day shift is from 6:30 am to 12:30 pm.

Monday to Thursday, afternoon shift is from 3:45 pm to 12:45 am.  
Friday, afternoon shift is from 12:45 pm to 6:45 pm.

The work day for the night shift consists of five eight hour shifts, Sunday to Thursday, exclusive of meal periods, from 10:00 pm to 6:30 am.

The Company recognizes the problems of Friday afternoon shifts and has made this proposal to correct the concern. However, should it prove too costly, the Company retains the right to renegotiate the hours.

However, upon mutual consent of the parties, adjustment of the above listed hours and work week may be considered by the parties.

b) The Company agrees to allow the hourly employees two (2) full 10 minute breaks and a full 30 minute lunch period, with the exception of Friday second shift. The Company agrees to allow a five (5) minute break per hour, or ten (10) minutes per two hours, whichever is appropriate, on pre-shift

and post-shift overtime and which does not exceed five (5) hours in duration. The Company will post the applicable Company Policy on the bulletin board regarding breaks and lunch periods.

It is expected that the employees will be back at their stations ready to commence production by the expiration of the break period.

c) The parties agree that the Company shall provide a twenty-four (24) hour notice on "production shift changes". It is understood that there will be a minimum of eight (8) hours from the plant for employees. Also, there shall be no loss of wages for the employee due to the actions of the Company on said "production shift changes".

d) Employees reporting in for work as directed by the Company shall receive four (4) hours call-in pay, providing production is not affected during the four (4) hours by an Act of God (i.e. flood, power failure, snowstorm).

## OVERTIME

### 18.02

a) All hours worked in excess of eight and one-half hours, Monday to Thursday, and six (6) hours on Friday, or forty (40) hours per week shall be paid for at one and one-half times the appropriate rate described in Article 18.02, section (i).

b) All hours worked on a Saturday shall be paid for at one and one-half times the appropriate rate described in Article 18.02, section (i).

c) All hours worked on a Sunday shall be paid for at two (2) times the appropriate rate described in Article 18.02, section (i).

d) All hours worked on a statutory holiday shall be paid for at two (2) times the appropriate rate described in Article 18.02, section (i), in addition to the employee's regular holiday pay.

e) Overtime shall be voluntary and by seniority, where skill and ability are equal, except for general assembly classification jobs, which shall be by seniority only. Notwithstanding Article 8.01 of this Agreement, overtime shall be by "shift wide" seniority from Monday to Friday, excluding holidays, and up to five (5) hours on Saturday. All other overtime shall be by plant-wide seniority. Overtime hours shall be shared equally between shifts.

A special provision for unsatisfied weekend/holiday overtime for Set-up, Tool/Die, Electrical and Maintenance shall be as follows: Provided that the company has complied with and continues to comply with, Article 23.01 (1) of this Agreement regarding apprenticeship training, and if the correct procedure for assigning weekend/holiday voluntary overtime has been followed and the manpower requirement has not been filled by reason of skilled trades employees declining to work the overtime, the Company may bring in outside contractors to fill outstanding weekend/holiday overtime requirements, provided that all such workers are either journeymen Millwrights, journeyman Tool/Die Makers, or journeyman Electricians, all certified under the Ontario Trades Qualification and Apprenticeship Act. The total number of outside workers doing work on Company premises at any given time shall not exceed 3% of the total unionised workforce. This special provision shall be deleted on the expiration date of this Agreement.

f) Should the hours of work provisions be altered by mutual consent as in the last paragraph of 18.01, it is understood that "overtime" provisions may need to be adjusted to reflect those changes in hours of work.

g) When the Company has given at least twenty-four hours notice of weekend/holiday overtime, and after an employee agrees to work said overtime, absenteeism and call-in procedures shall apply.

h) When the Company cancels weekend/holiday overtime with less than twenty-four (24) hours notice, those employees who agreed to work said overtime shall be paid two (2) hours overtime pay at the appropriate rate described in Article 18.02, section (i). Weekday overtime is excepted from this provision. Cancellations due to hydro blackouts, floods, water shortage, other natural disasters, etc. are excepted from this provision.

i) When the Company is job specific in asking employees to work overtime, it shall be paid for at the prevailing job rate of pay. When the Company is not job-specific in asking employees to work overtime, it shall be paid for at the classification rate of pay of the particular employee or the prevailing job rate of pay, whichever is higher.

j) Notwithstanding other clauses in the Article, employees in posted classifications shall have preference for overtime in that classification in order of seniority where skill and ability is equal. Unsatisfied overtime requirements in such classifications shall be filled in accordance with all of the other clauses in this Article.

k) Employees on light duties shall not be permitted to work overtime and/or shutdown unless there are insufficient volunteers to fulfill the overtime requirements.

ARTICLE 19 - HOLIDAYS

19.01 All Tier 1 permanent full-time seniority employees shall be paid at their regular straight time rate for the following holidays, and any other statutory holiday declared by Provincial or Federal legislation:

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

2 Floater Days during Christmas Period

1 Additional Floater Day during Christmas Period, effective August 1, 2006

All Tier 2 permanent full time seniority employees shall be paid at their regular straight time rate for the following holidays:

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

19.02 In order to qualify for holiday pay, an employee must have worked the last scheduled full work shift prior to the holiday and the first scheduled full work shift following the holiday except where absence is occasioned by bona fide personal sickness or accident (the onus of proof as to such sickness or accident being upon the employee), or where permission has been obtained for on one or both of such days. Employees laid off or absent by reason of extended illness or injury will not receive holiday pay unless such layoff, illness or injury occurred within five (5) working days of the holiday.

**19.03** When any of the enumerated holidays fall on a Saturday or on a Sunday, the observance shall be on the next regular work day following the holiday and Article 19.01 will apply. The Company shall announce the day of the observance of the holidays herein contained no later than January 31" of any calendar year per the life of this Agreement.

**19.04 a)** In a week in which one paid holiday is observed (Sunday through Saturday), the normal work week or full-time employees will be reduced by eight and one-half (8-1/2) hours Monday through Thursday, six (6) hours on Friday. Overtime rates will be as set out in Article 18.02.

**b)** In a week (Sunday through Saturday), where more than one paid holiday is observed, the work week shall be reduced by the hours lost for each full day holiday (8-1/2 hours Monday through Thursday, 6 hours on Friday). Overtime rates will be as set out in Article 18.02.



ARTICLE 20 PARENTAL LEAVE

20.01 Parental leave shall be in accordance with the Employment Standards Act of Ontario.

20.02 The Company shall reinstate an employee in accordance with the Ontario Employment Standards Act after being advised by the employee of his/her desire to return from parental leave.

ARTICLE 21 VACATION

21.01 The vacation year shall be from June 1 of any year to May 31 of the following year. Vacations earned must be taken and cannot accumulate or be taken in subsequent vacation years.

21.02 Vacation allowances (ie. Number of weeks vacation and amount of vacation pay) are based on years of service prior to the beginning of a Vacation Year and upon hours worked (ie. Total earnings) during the twelve (12) months prior to the beginning of the Vacation Year as follows: -

Tier 1 Employees

<u>Years Service</u>	<u>Weeks of Vacation</u>	<u>Percent of Total Earnings (June 1 to May 31) Prior Year</u>
Less than One	One Week	4.50%
1 - 5	Two Weeks	6.00%
5 - 10	Three Weeks	7.50%
10 - 15	Four Weeks	8.50%
15+	Four Weeks	9.00%

Tier 2 Employees

Two Weeks	4.00%
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21.03 Vacations will be scheduled by the Company having regard to the orderly operation of the plant and seniority of the employees. The Company agrees to post a vacation schedule list prior to April 1<sup>st</sup> in order that employees can indicate preferred dates. Employees shall be given preference in respect of the time of taking their vacations where possible according to seniority.

It is understood that when an employee makes a request in writing for vacation time as outlined in this article, the company response to that request shall be within two weeks of the request date of the employee. Should the company not respond within two weeks of the employees request for vacation time, then vacation time as requested by the employee shall be deemed granted by the company and shall not be altered unless by mutual consent of the employer and the employee thereafter.

21.04 The Company reserves the right to shut down the plant for vacation purposes. Notice of said shutdown must be posted for all to see by May 1<sup>st</sup>.

21.05 Vacation pay shall be paid out two (2) times yearly, calculated on accrued value to date at June 1 and December 1 of every year, or the closest pay period ending date prior to June 1 and December 1 of every year, and paid out with the regular pay for the final period prior to the beginning of shutdown and in the first pay period following December 1.

The Company will provide employees with a printout of:

1. percentage (%) used for calculation of vacation pay;
2. effective dates used for calculation of vacation pay;
3. total earnings used for calculation of vacation pay.

ARTICLE 22 HEALTH CARE BENEFITS

22.01 Employer Health Tax

The Company shall pay Employer Health Tax as stipulated by law for each active employee.

22.02 Prescription Drug Plan

The Company agrees to implement and pay one hundred percent (100%), a prescription plan, with a \$2.50 deductible per prescription, for active employees, with seniority. It is understood that drugs requiring a prescription and issued by a licensed doctor will be covered.

22.03 Group Life Plan

a) The Company agrees to implement and pay the premiums for dismemberment insurance and life insurance for actively working employees with seniority in the amount of \$40,000, increasing to \$50,000, effective August 1, 2006. (The employee will stipulate the beneficiary.)

22.04 The Company will continue to pay for benefits for Tier 1 employees laid off as a result of no work for a period not to exceed nine (9) months.

22.05 The Company will reimburse any employee with seniority, upon need, and only once in every twenty-four (24) month period, commencing August 1, 2004, to a maximum of \$300.00 on proof of purchase of Approved Industrial Safety Prescription Glasses. Employees with seniority who are assigned to use welders or grinders shall be reimbursed, upon need, and only once in any twelve (12) month period, commencing August 1, 2004, to a maximum of \$300.00 on proof of purchase of Approved Industrial Safety Prescription Glasses. Requests to be submitted to the Personnel Department.

22.06 The Company will implement an RRSP co-pay contribution to a maximum of \$20.00 per month for employees with at least one year's seniority. Company will forward contributions to only one broker, and the Union and the Company shall determine the appropriate broker.

Effective on ratification, November 9, 2004, the Company portion of the contribution will increase to a maximum of \$30.00 per month.

Effective August 1, 2007, the Company portion of the contribution will increase to a maximum of \$40.00 per month.

Effective October 1, 2008 the Company portion of the contribution will increase to a maximum of \$50.00 provided the employee contributes a minimum of \$20.00.

Effective October 1, 2010 the Company portion of the contribution will increase to a maximum of \$60.00 provided the employee contributes a minimum of \$30.00.

Effective October 1, 2012 the Company portion of the contribution will increase to a maximum of \$70.00 provided the employee contributes a minimum of \$40.00.

Company match is for Tier 1 employees only.

Tier 2 employees may contribute to the RRSP Plan.

22.07 Effective October 1, 2008, the Company shall reimburse Tier 1 employees one-hundred and twenty-five dollars (\$125.00) every twenty-four (24) months per employee and family member listed on the employee's drug plan, for vision care upon proof of purchase presented to the Company. Effective October 1, 2009, this will increase to one-hundred and fifty dollars (\$150.00) every twenty-four (24) months.

Effective October 1, 2008, the Company shall reimburse Tier 2 employees one-hundred dollars (\$100.00) every twenty-four (24) months for vision care upon proof of purchase presented to the Company, increasing to one-hundred and ten dollars (\$110.00), effective October 1, 2010, and one-hundred and twenty dollars (\$120.00), effective October 1, 2012.

**22.08** Effective August 1, 2007, the Company shall implement and pay the premium for Long Term Disability at the rate of 50% of wage at the time of disability, until age 65, with a 90 day waiting period.

23.00 Classifications

Classification

1. Assembler & General Plant Operations
2. Task Team Leader
3. Janitor
4. Lift Truck Operator
5. Spider Person
6. Crib Attendant, Shipper/Receiver
7. Progressive Die Press Operator
8. Mig Welder
9. Robot Welder
10. Quality Assurance Auditor (Floor Inspector)
11. Set-Up and Operate
12. Lead Hand
13. Tool Room/Maintenance Repair Person
14. Millwright (licenced by Ontario Ministry of Skills Development)
15. 'Millwright Apprentice
16. Tool and Die Maker (licenced by Ontario Ministry of Skills Development)
17. \*Tool and Die Apprentice
18. Electrician (licenced by Ontario Ministry of Skills Development)
19. 'Electrician Apprentice
20. Relief Truck Driver

During the life of this Agreement, a complete review of all classifications may be necessary. This review will be between the Union Committee and Management and all changes must have the agreement of both parties.

WAGES

CLASSIFICATION	Oct.	Oct.	Oct.	Oct.	Oct.	TIER 2 EMPLOYEES HIRED AFTER OCT. 1, 2008				
	1/08	1/09	1/10	1/11	1/12	Oct. 1/08	Oct. 1/09	Oct. 1/10	Oct. 1/11	Oct. 1/12
1. ASSEMBLER & GENERAL PLANT OPERATIONS	13.82	14.17	14.52	14.87	15.22	10.00	10.18	10.36	10.54	10.72
2. TASK TEAM LEADER	14.11	14.46	14.81	15.16	15.51	10.29	10.47	10.65	10.83	11.01
3. JANITOR	14.22	14.57	14.92	15.27	15.62	10.40	10.58	10.76	10.94	11.12
4. LIFT TRUCK OPERATOR	14.34	14.69	15.04	15.39	15.74	10.52	10.70	10.88	11.06	11.24
5. SPIDER PERSON	14.34	14.69	15.04	15.39	15.74	10.52	10.70	10.88	11.06	11.24
6. CRIB ATTENDANT SHIPPER/RECEIVER	14.51	14.86	15.21	15.56	15.91	10.69	10.87	11.05	11.23	11.41
7. PROGRESSIVE DIE PRESS OPERATOR	14.51	14.86	15.21	15.56	15.91	10.69	10.87	11.05	11.23	11.41
8. MIG WELDER	14.51	14.86	15.21	15.56	15.91	10.69	10.87	11.05	11.23	11.41
9. ROBOT WELDER	14.17	14.52	14.87	15.22	15.57	10.35	10.53	10.71	10.89	11.07



10. QUALITY ASSURANCE AUDITOR (FLOOR INSPECTOR)	14.51	14.86	15.21	15.56	15.91	10.69	10.87	11.05	11.23	11.41
11. SET-UP AND OPERATE	15.77	16.12	16.47	16.82	17.17	11.95	12.13	12.31	12.49	12.67
12. LEAD HAND	15.77	16.12	16.47	16.82	17.17	11.95	12.13	12.31	12.49	12.67
13. TOOL ROOM/MAINTENANCE REPAIR PERSON	18.45	18.80	19.15	19.50	19.85	14.63	14.81	14.99	15.17	15.35
14. MILLWRIGHT (LICENCED BY ONTARIO MINISTRY OF SKILLS DEVELOPMENT)	25.31	25.66	26.01	26.36	26.71					
15. MILLWRIGHT APPRENTICE	18.45	18.80	19.15	19.50	19.85					
16. TOOL & DIE MAKER (LICENCED BY ONTARIO MINISTRY OF SKILLS DEVELOPMENT)	25.88	26.23	26.58	26.93	27.28					
17. TOOL & DIE APPRENTICE	18.45	18.80	19.15	19.50	19.85					
18. ELECTRICIAN (LICENCED BY ONTARIO MINISTRY OF SKILLS DEVELOPMENT)	27.02	27.37	27.72	28.07	28.42					
19. ELECTRICIAN APPRENTICE	18.45	18.80	19.15	19.50	19.85					
20. RELIEF TRUCK DRIVER	14.34	14.69	15.04	15.39	15.74	10.52	10.70	10.88	11.06	11.24

In the event the Company is unable to staff the skilled trades classification, the Company and the Union will meet to establish new rates of pay for these classifications.

1. The Company agrees to implement an apprenticeship program for skilled trades in the ratio described in the Ontario Trades Qualification and Apprenticeship Act.

1.1 Employees who accept an offer of apprenticeship training and later voluntarily drop out of the program shall not be eligible for a second opportunity, except that the Company may, at its discretion, offer a second opportunity to those employees.

1.2 \* Upon successful completion of each school year(s) Ontario Ministry of Skills Development requirements, he/she will receive an increase of 1/4 of the difference between the apprentice rate and the tool and die maker/millwright/electrician applied contract rate.

2. Employees assigned to work on the afternoon and night shift shall receive a premium per hour on regular hours worked (including overtime as follows): -

Afternoon Shift:	Base rate plus \$.45, effective October 1, 2008 Base rate plus \$.50, effective October 1, 2011
Night Shift	Base rate plus \$.85, effective October 1, 2008 Base rate plus \$.90, effective October 1, 2011

3. A \$500.00 signing bonus will be paid upon ratification.

4. SIGNING BONUS LISTED ABOVE SHALL BE PAID TO ALL MEMBERS OF LOCAL #540, S.M.W.I.A. EMPLOYED AS OF SEPTEMBER 16, 2008.

5. Ten cents (\$0.10) per hour is to be paid to employees in addition to the above rates to be used as hourly union dues check off. This money is to be deemed wages and, as such, show up on the employee's T-4 slip as dues paid on top of the monthly dues check off. The ten cents (\$0.10) per hour worked will be deducted from employee's wages and remitted to the Union Office with regular dues check off. Effective January 1, 2005, the ten cents (\$0.10) will be changed to one percent (1%) of hourly wage per hour.

23.02 There will be a regular pay day each Friday deposited to an employee's bank of choice and they will be given a statement of earnings and deductions.

**23.03 Temporary Assignments**

When an employee is temporarily assigned to a higher rated job, he shall be paid the applicable higher rate for all hours worked in the higher rated job.

Temporary assignments, however, shall not exceed fifteen (15) working days in duration. Should the requirement for extension of so-called temporary assignments be required beyond fifteen (15) working days, then that job shall no longer be considered as temporary. The company agrees that job shall be a posted position and it shall be posted immediately for all employees to compete for the position in accordance with the provisions of Article 23.04 herein contained. Temporary assignments shall be made by seniority where skill and ability are equal.

**23.04 Job Posting**

When a permanent job vacancy or newly created regular job within the bargaining unit occurs, it will be posted on the bulletin board for four (4) full working days, after which time the job shall be closed for bidding. It is agreed that applications for the job will be selected on the basis of seniority and ability. The successful applicant's name and seniority date will be placed on the bulletin board within four (4) working days from the

time the job is closed for bidding. Applications must be received in writing and delivered to his/her immediate supervisor. No employee shall hold more than one posted position, save and except for training periods described in Article 9.01.

23.04.1 No employee shall hold more than one posted position, save and except for training periods described in Article 9.01 and postings properly obtained under the terms of Clause 10, Letter of Understanding on Back-up positions dated September 16, 2008.

23.04.2 In the event of a reduction and/or transfer of the workforce in a classification, the least senior employee shall be transferred and has the right to apply his/her seniority to the next applicable classification. The employee shall retain his/her higher rate of pay for 30 working days. The rate of pay for the classification to which he/she transferred to shall only be applied after 30 working days.

23.04.3 When a previously reduced classification requires an increase in personnel, job posting procedures shall apply. Previously displaced employees shall have the right to return to that classification, provided that previously displaced employees re-apply in writing to their supervisor within the four (4) day posting period to indicate their interest in returning to the classification.

23.04.4 Employees currently holding a posted position (either full time or back-up) who apply for a new posted position (either full time or back-up) will vacate their current position upon being awarded and commencing employment in the new position, save and except for job postings properly obtained under the terms of Clause 10, Letter of Understanding on Back-up positions dated April 24, 2001.

23.04.5 Training for the new position shall commence as soon as possible after the position is awarded.

23.04.6 Employees who voluntarily resign from the new position within five (5) working days of commencement and continuation of training for the new position shall have the right to immediately return to their previous position and rate of pay. After that period, the terms under Article 9.01 shall apply.

23.04.7 Employees who do not satisfactorily complete the training for the new position will be returned to their previous position and rate of pay.

## ARTICLE 24 BEREAVEMENT LEAVE

**24.01** Time off with pay for Tier 1 employees with seniority up to a maximum of five (5) consecutive working days between and including the day of death and the days immediately following the funeral of spouse (legal or common-law), child, and step-child, and three (3) consecutive working days between and including the day of death and the days immediately following the funeral of natural or step-mother, natural or step-father, father or mother of spouse, natural or stepbrother, natural or step-sister, grandmother, grandfather, grandchildren, brother-in-law, sister-in-law, son-in-law, and daughter-in-law.

Time off with pay for Tier 2 employees with seniority up to a maximum of three (3) days for mother, father, spouse (legal or common-law), child, sister, and brother.

The Company will consider an extended leave of absence without pay up to a two (2) week period.

**24.02** Time off with pay for employees with seniority for one working day, between the day of death and the days immediately following the funeral, upon the death of an aunt or uncle of employee and/or spouse, grandmother or grandfather of spouse, great aunt or great uncle of employee and/or spouse, niece or nephew.

(a) Note: Employees may take a day off without pay for funerals for other than those people referred to in **24.01** and **24.02**, permission for which shall not be unreasonably withheld by the Company, provided that employees give at least twenty-four (24) hours notice of intended absence and provided that they furnish the Company with proof of attendance. If a death occurs on a Friday and the funeral is held on the following Monday, or employees are on legitimate absence on the day immediately preceding the funeral, regular call-in procedures shall satisfy the notice requirement.

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24.03 Application for bereavement pay shall be made upon forms supplied by the Company. Payment will be made on the basis of base rate for an eight and one-half (8-1/2) hours, Monday to Thursday, and six (6) hours, Friday, without premium and exclusive of Saturdays, Sundays, Statutory Holidays, or Vacations.

ARTICLE 25 LEGISLATIVE CHANGES

25.01 Should federal or provincial laws compel the cancellation or modification of any provision of this Agreement with respect to its application at any time during the term of this Agreement, it is agreed that such provision shall thereupon be inoperative and the Company and the Union will, within ten (10) days thereafter, meet for the purpose of negotiating changes made necessary by the applicable federal or provincial laws.

25.02 Should any provision in this Agreement require cancellation or modification as provided by the terms of Section 24.01, it is understood that no other provision of this Agreement shall be invalidated thereby.



ARTICLE 26 EXPIRATION OF AGREEMENT

**26.01** This Agreement shall be effective from October 1, 2008 to September 30, 2013, and from year to year thereafter, unless notice to open the Agreement for the purpose of amendments or revisions is given in writing, by either party to the other at any time within ninety (90) days prior to the expiry date of this Agreement.

ARTICLE 27

**27.01** It is mutually agreed that the terms and conditions of this contract may be altered from time to time by mutual agreement by both parties.

IN WITNESS WHEREOF each of the parties hereto has caused this Agreement to be signed by its duly authorized representatives as of the date and year first above written.

FOR THE COMPANY:

FOR THE UNION:

\_\_\_\_\_  
Rodney T. Nunn

\_\_\_\_\_  
Derek Evans

\_\_\_\_\_  
Laslo Bakai

\_\_\_\_\_  
Donal Cooper

\_\_\_\_\_  
Pat Coles

\_\_\_\_\_  
Maxwell Royal

\_\_\_\_\_

\_\_\_\_\_  
Yvonne Hein

\_\_\_\_\_

\_\_\_\_\_  
Yvonne Atkins

\_\_\_\_\_

\_\_\_\_\_  
Susan Abray

DEFINITIONS:

The term "active employee(s)", in the context of this Collective Agreement, shall mean employees who are currently working, on sick leave, pregnancy leave, vacation, Workplace Safety Insurance Board benefits, temporary layoff, etc., but shall not include permanently laid-off workers.

The term Tier 1 employee, in the context of this Collective Agreement, shall mean employees hired prior to October 1, 2008.

The term Tier 2 employee, in the context of this Collective Agreement, shall mean employees hired after October 1, 2008.

April 4, 1991

LETTER OF UNDERSTANDING

During negotiations, two new classifications were agreed upon and they are: -

Tool and Die Maker (Licensed)  
Tool and Die Apprentice

and

Millwright (Licensed)  
Millwright Apprentice

The rates for these classifications are listed in Article 23.01 of the Collective Agreement.

However, it is understood that during the life of this collective agreement, it is agreed by both parties that new employees hired in these two new classifications will not displace (in the event of lay off) any of the current posted employees covered in the tool room and maintenance repair classification.

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For the Company

## LETTER OF UNDERSTANDING

### Attendance Policy

Regular attendance at work is a critical requirement for employment at Dresden Industrial. Failure to attend work causes difficulty in work assignments and jeopardizes our ability to satisfy the "Just In Time" requirements of our Customers. This can result in significant inefficiencies and possible financial charge backs from the customer for expedited freight and line stoppages.

The following progressive discipline guidelines will be followed regarding the administration of the attendance policy:

- Step 1- Corrective counseling with supervisor.  
Verbal warning.
- Step 2- Written warning notice from supervisor.
- Step 3- Written 1 day suspension notice from supervisor.
- Step 4- Written 3 day suspension notice from supervisor.
- Step 5- Termination of employment.

All disciplinary suspensions will be served outside the plant without compensation according to the Plant Rules, Managements Rights and other provisions of the Collective Agreement.

Casual Absence is time off that has not been prearranged or excused. Each day of an unauthorized absence will count as one day for purposes of the Attendance Control Program.

All discipline records for absenteeism, excluding late/left early, shall remain on file for a period of six months from the date of the infraction.

**1. CALL IN**

If an employee cannot report to work it is a requirement that the employee call the plant directly prior to the start of his regular scheduled shift.

All call ins are to be to the plant, either to the attendant on duty or to the provided answering machine, detailing the time of the call, the reason for the absence and when the employee will report for work.

Call-ins are to be made on a day to day basis unless documentation has been provided in advance for extended absences.

Each failure to call in will result in application of progressive discipline.

Three successive days of not calling in or not showing up for work will result in termination of employment.

**2. LATE & LEFT EARLY**

All employees are expected to work their full scheduled shift.

Employees who work more than one half their regularly scheduled shift, but less than a full shift will have their absence recorded as a "Late or Left Early".

Employees who work less than one half their regularly scheduled shift will have their absence recorded as a "Casual Absence" if the absence has not been prearranged or excused. Employees who fail to punch in or punch out their time card will have the failure recorded as a "Late or Left Early".

If a late or early exit is pre-approved with documentation, the absence will not appear on the employee's attendance report.

Employees who have more than three "Late or Left Early" will be subject to application of progressive discipline for each additional infraction.

All discipline for late and left early will remain on record for a period of three months after the date of the infraction.

**3. UNAUTHORIZED ABSENCES**

Unauthorized absences are absences that have not been prearranged or excused.

Employees, who have more than two occasions of unauthorized absence in any six consecutive months, will be subject to application of the progressive discipline for each additional infraction.

Absences that are **pre-approved** with documentation will not appear on the employee's attendance report.

**3 days** in last six consecutive months

Step 1 Corrective counseling with supervisor. Verbal warning.

**4 days** in last six consecutive months and verbal warning on file within the six months

Step 2 Written warning from supervisor.

**5 days** in last six consecutive months and written warning on file within the six months

Step 3 Written 1 day suspension notice from supervisor.

**6 days** in last six consecutive months and 1 day suspension on file within the six months

Step 4 Written 3 day suspension notice from supervisor.

**7 days** in last six consecutive months and 3 day suspension on file within the six months

Step 5 Termination of employment.

**4. EMERGENCY DAYS**

All employees are entitled to (10) Emergency Leave days per calendar year. The following circumstances qualify for an emergency leave of absence.

- a) A personal illness or medical emergency
- b) The illness, death, injury or medical emergency of an immediate relative or spouse.
- c) An urgent matter concerning an immediate relative.

To qualify for an emergency leave of absence, we require all employees to:

- a) Advise the company as soon as possible.
- b) Bring in documentation to substantiate your leave of absence.
- c) Attach your documentation to a completed Emergency Day Request form and hand it to your production supervisor.

If an employee takes only part of a day as emergency leave the company will count it as a full day of leave.

If documentation is not brought in to support the emergency leave of absence, it will be treated as a Casual absence.

**5. DOCUMENTATION TO SUPPORT YOUR ABSENCES**

Documentation is required to support any absence. If documentation is produced, and the absence qualifies for Emergency Leave and the employee has Emergency Days left to use, the absence will be keyed as an Emergency Day.

If documentation is not provided, the absence will be considered "unauthorized".

All documentation is expected to be produced immediately following the absence. If verification is not available until



later, the supervisor must be notified on the employee's request form as to when they should expect the note. Documentation not provided by the due date will be considered "unauthorized".

## **6. MEDICAL NOTES**

The Company may ask employees absent for a medical related reason, whether involving themselves or a member of their immediate family, for a note from a Physician confirming the medical reason.

All medical notes must be provided immediately following an absence if the employee wishes to have the absence excused for medical reasons. If a medical appointment is required to obtain a medical note you must indicate this in writing indicating the day of your appointment.

In no case, unless approved in writing by the Plant Manager, will a medical note provided retroactively be satisfactory to authorize the leave, and only if a Doctor's appointment has been scheduled immediately following the absence.

Failure to provide a medical note for a medical related absence will result in the absence to be recorded as a Casual Absence.

The company agrees to reimburse the employee for the documented cost of obtaining a medical note.

## **DISCIPLINE**

Violations of rules will normally result in progressive corrective action. Depending upon the severity and frequency of the infraction, termination of employment could result.

The emphasis is on corrective discipline rather than punitive. The objective in applying discipline is to develop the employee towards accepted standards, job performance, and adherence to plant rules.

## **DISCIPLINARY GUIDELINE**

While circumstances can vary from case to case, consistency of treatment and discipline appropriate to the offence is very important and each supervisor/manager will try to handle each case appropriately.

The following progressive discipline guidelines will be followed regarding the administration of discipline for minor violations of company rules:

- Step 1 - Corrective counseling with supervisor.  
Verbal warning.
- Step 2 - Written warning notice from supervisor.
- Step 3 - Written 1 day suspension notice from supervisor.
- Step 4 - Written 3 day suspension notice from supervisor.
- Step 5 - Termination of employment.

The following progressive discipline guidelines will be followed regarding the administration of discipline for major violations; such as, reporting for work under the influence of alcohol or drugs, insubordination, major violation of safety rules; major violation of time recording, or any other major infraction:

- Step 1- Written reprimand notice from supervisor
- Step 2- Written 1 day suspension notice from supervisor
- Step 3- Written 3 day suspension or termination of employment

The following progressive discipline guidelines will be followed regarding the administration of discipline for more severe violations; such as, destruction of property or equipment, theft, fighting, or any other severe infraction:

- Step 1- Written 3 day suspension or termination of employment
- Step 2- Termination

All discipline records, excluding absenteeism and late/left early, shall remain on file for a period of one year from the date of infraction.

All disciplinary suspensions will be served outside the plant without compensation according to Plant Rules, Management Rights, and other provisions of the Collective Agreement.

LETTER OF UNDERSTANDING

The Sheet Metal Workers International Association will be requested to quote on further projects or expansions at the DIC Rodney facility.

However, it is agreed that DIC is under no obligation to source with the SMWIA.

SIGNED:

R. T. Nunn, DIC

April 4, 1991

LETTER OF INTENT

It is the intent of Dresden Industrial Company to grade and/or upgrade our present parking lot to acceptable standards and to maintain the lot in an acceptable condition throughout the year.

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For the Company

March 5, 1996.

LESTER OF UNDERSTANDING

The Union and the Company have agreed to add the following classifications as an addendum to the Collective Agreement:

9. Electrician Rate: \$16.55/hr.  
(licenced by Ontario Ministry of Skills Development)

Electrician Apprentice Rate: \$9.00/hr.

Upon successful completion of each school year(s) Ontario Ministry of Skills Development requirements, he/she will receive an increase of 1/4 of the difference between the apprentice rate and the Electrician applied contract rate.

These classifications will be effective March 18, 1996 and rate progression will be in accordance with the Collective Agreement.

These classifications will be eligible for the August 1, 1997 \$900.00 bonus.

\_\_\_\_\_  
FOR THE COMPANY

\_\_\_\_\_  
FOR THE UNION

|  
|  
\_\_\_\_\_  
DATED

LETTER OF UNDERSTANDING

April 21, 1999

Notwithstanding Article 6, the Company will not deny timely access to a telephone when a Union Steward wishes to contact the Union office to discuss Collective Agreement issues, provided that the Steward notifies his/her immediate supervisor of this need.

\_\_\_\_\_  
For the Company:

\_\_\_\_\_  
For the Union:

## GLOSSARY OF TERMS

**Casual absence** refers to *time off that has* not been prearranged or excused.

**Schedule** refers to the time period, and may include conditions in which no further violation may occur. The time period will be determined by the supervisor or the plant manager.

**#3** contains some examples of violations, and is not restricted to those alone.



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## LETTER OF UNDERSTANDING

In the matter of the job classification of "Back-up", the parties agree as follows:

1. The classification of "Back-up" will be added to Article 23.00 of the Collective Agreement for selected positions other than skilled trades and maintenance classifications.
2. Selection of Back-up employees will follow Article 23.04 (Job Posting) of the Collective Agreement.
3. Back-up employees will be paid at the rate of full-time classification while performing the full-time job.
4. Back-up employees who have worked in the full-time position for the day prior to any paid holiday and day after the holiday will be paid holiday pay at the full-time rate.
5. Back-up employees will be utilized, if required, when posted employees are absent due to illness, vacation, etc., or to help with temporary increases in workload in the existing classification.
6. An employee shall only hold one Back-up position at one time.
7. Training and experience obtained while working in a Back-up position, or obtained while previously working in a Back-up position, shall be considered when applying the ability requirements of Article 23.04 (Job Posting) of the Collective Agreement to the posting of and applications for full-time

8. For vacancies expected to last 3 months or more, the vacancy will be filled by the highest seniority Back-up without posting and the resulting Back-up vacancy will be posted. The promoted person will return to Back-up status when the absent employee returns.
9. Employees may remove themselves from a Back-up position by submission in writing or by accepting another Back-up position.
10. Notwithstanding Article 23.04 of the Collective Agreement, which provides in part that "no employee shall hold more than one posted position", in the event that no eligible employee applies for a back-up posting in a timely manner, then employees who already hold a posted position may apply for that Back-up position without forfeiting their first posted position.

Dated in Rodney, Ontario this 16<sup>th</sup> day of September, 2008

For the Union:

For the Company:

\_\_\_\_\_  
Derek Evans Business Manager

\_\_\_\_\_  
Laslo Bakai Plant Manager

\_\_\_\_\_  
Don **Cooper**

\_\_\_\_\_  
Yvonne Aitkens

\_\_\_\_\_  
Yvonne Hein

\_\_\_\_\_  
Susan Abray

\_\_\_\_\_  
Maxwell Royal

LETTER OF UNDERSTANDING

It is understood, notwithstanding any article contained in the collective agreement commencing August 1, 2004, that the structure of union dues payable may change during the life of this agreement.

It is agreed that this change will, in no way, alter any other Article, Clause or letter of the collective agreement.

For the Company

For the Union

\_\_\_\_\_  
Geoffrey de Liberato

\_\_\_\_\_  
Larry O'Neill

\_\_\_\_\_  
June 21, 2004

LETTER OF UNDERSTANDING

The Company agrees to provide severance for Tier 1 permanently laid off employees of two (2) weeks per year.

69