

COLLECTIVE AGREEMENT

BETWEEN

CLEVELAND RANGE LTD.

Its successors and Assigns, of the  
Province of Ontario  
hereinafter called the "Company"

- and-

UNITED STEELWORKERS OF AMERICA  
hereinafter called the "Union"

November 2002 (May 2002)

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## PREAMBLE - PURPOSE OF AGREEMENT

The general purpose of this Agreement is to secure the full benefits of orderly collective bargaining, an amicable method of settling any difference which may arise between the parties and to set forth the conditions of employment to be observed by the Company and the Union.

## ARTICLE 1 – RECOGNITION AND SCOPE

- 1.01 The Company recognizes the Union as the sole and exclusive bargaining agent for all its employees working in the City of Vaughan, save and except supervisors, persons above the rank of supervisor, office, clerical and sales staff.
- 1.02 Persons excluded from the bargaining unit shall not perform work on any jobs which are included in the bargaining unit except in cases of instruction and training, research and development, and may temporarily do work performed by regular employees when necessary to protect company property or assure safety of employees, or in emergencies when regular employees are not available.
- 1.03 Should any of the present operations be moved to a location(s) outside of the boundaries of the City of Vaughan, the employee shall be offered the opportunity to move to the new location(s).

## ARTICLE 2 – RELATIONSHIP

- 2.01 The Company and Union agree that there shall be no discrimination because of race, sex, creed, religion, colour, age, sexual orientation, marital status, family status, ethnic origin, citizenship or handicap.
- 2.02 The Company and Union agree that this agreement shall be interpreted in accordance with the Ontario Human Rights Code, the Charter of Rights and Freedoms, and the Ontario Labour Relations Act.
- 2.03 The Company agrees it shall not interfere with, restrain, coerce or discriminate against employees in their lawful right to become and remain members of the Union and to participate in its activities.
- 2.04 The Union agrees that, except as provided for in this Agreement, there will be no union activity on the premises of the Company during the employees working hours except by agreement with the Company.
- 2.05 On the date of hire, the Company shall introduce each new employee to his Union Steward.
- 2.06 a) “Every employee has a right to freedom from sexual or racial harassment in the workplace.
- b) “For the purposes of this article, sexual harassment includes:
- I. Unwanted sexual attention of a persistent or abusive nature, made by a person who knows or ought reasonably to know that such attention is unwanted;
  - II. Implied or expressed promise of reward for complying with a sexually oriented request;
  - III. Implied or expressed threat or reprisal (either actual reprisal or denial of opportunity) for refusal to comply with a sexually oriented request;

IV. Sexually oriented remarks or behaviour which may create a negative psychological or emotional environment for work, or

V. Engaging in a course of comment or conduct that is known or ought reasonably to be known to be unwelcome, or which disrespects or causes humiliation, to an employee or group of employees because of gender or sexual orientation.”

c) For the purpose of this article, racial harassment includes engaging in a course of comment or conduct that is known or ought reasonably to be known to be unwelcome, or which disrespects or causes humiliation to an employee or group of employees because of race, ancestry, place of origin, colour, ethnic origin, citizenship, or creed.”

2.07 a) “A bargaining unit employee complaining of sexual or racial harassment involving another employee shall raise the complaint with a supervisor, or the Administrative Operations Manager, or another member of management. The employee shall have the assistance of the Plant Chairperson while raising the complaint, if she/he so desires. The Plant Chairperson, or his designate, shall be present during the investigation involving a bargaining unit employee.”

b) Where an incident of sexual or racial harassment has occurred, a remedy may be imposed which is designed to affect only the perpetrator, and could include moving the perpetrator from the proximity of the aggrieved employee. Insofar as that is practical, and where there is any detriment to be suffered respecting job classification, seniority, wage rate, etc., such detriment shall fall solely upon the perpetrator and not upon bargaining unit employees including the aggrieved employee.

c) Any discipline imposed upon an employee under Article 2.07 is subject to the grievance and arbitration procedure.”

### ARTICLE 3 - MANAGEMENT RIGHTS

3.01 It is agreed that, subject only to the provisions of this agreement, nothing shall be deemed to limit the management of the Company in the exercise of its functions to manage and operate the business in totality. All other management rights not specifically modified by this agreement shall continue to be vested in the Company.

### ARTICLE 4 – NO STRIKES OR LOCKOUTS

4.01 The Company agrees that it will not cause or direct any lockouts of employees and the Union agrees that it will not cause or direct any strikes of its members during the life of this agreement.

### ARTICLE 5 – UNION SECURITY

5.01 The Parties agree that all employees who come within the scope of this agreement and who are members of the Union shall remain members of the Union. As a condition of employment, all new employees who come within the scope of this agreement shall become members of the Union.

5.02 The Company shall deduct from the pay of each member of the bargaining unit, weekly, such union dues, fees and assessment as prescribed by the Constitution of the Union. The Union will notify the Company,

in writing, of the amounts to be deducted.

- 5.03 The Company shall remit the amounts so deducted within two (2) weeks after the end of the Company's monthly accounting period by cheque, as directed by the Toronto Area Office, payable to the International Treasurer.
- 5.04 The monthly remittance shall be accompanied by a statement showing the name of each employee from whose pay deductions have been made and the total amount deducted for the month. Such statements shall also list the names of the employees from whom no deductions have been made and the reasons why, along with the R115 form required by the International Union.
- 5.05 The Union agrees to indemnify and save the Company harmless against all claims or other forms of liability that may arise out of, or by reasons of, deductions made or payments made in accordance with this Article.
- 5.06 The Company agrees to record total union dues deductions paid by each employee on his/her T-4 Income Tax Receipt.

#### ARTICLE 6 – UNION REPRESENTATION

- 6.01 The Company acknowledges the right of the Union to appoint or otherwise select Union Stewards for the purpose of representing employees in the handling of complaints and grievances.
- 6.02 The Company agrees to recognize one (1) Union Steward for each full thirty (30) employees with a minimum of one (1) Union Steward on each shift other than the regular day shift.
- 6.03 The Company shall be notified by the Union, in writing, of the names of the Union Stewards and the departments and shifts they are representing and any changes made thereto.
- 6.04 The Company agrees to recognize and deal with a Union Grievance Committee of not more than two (2) employees plus the Plant Chairperson.
- 6.05 The Union acknowledges that Union Stewards and members of the grievance committee have regular duties to perform on behalf of the Company and that such persons will not leave their regular duties to discharge those functions specified in the Agreement without first obtaining the permission of their immediate Supervisor, or his designate. Such permission will not be unreasonably withheld. On resuming their regular duties as expeditiously as possible, such employees will report to their immediate Supervisor, and will, if required, give an explanation with respect to their absence.
- 6.06 The Company agrees that Stewards and Grievance Committees shall not suffer loss of pay for time spent in the handling of grievances during their normal hours of work.

#### ARTICLE 7 – NEGOTIATING COMMITTEE

- 7.01 The Company agrees to recognize and deal with a Negotiating Committee of not more than two (2) employees, plus the Plant Chairperson, who shall be regular employees of the Company, along with representatives of the International Union.

- 7.02 The Negotiating Committee is a separate entity from other committees and will deal only with such matters as are properly the subject matter of negotiations, including proposals for the renewal or modification of this Agreement.
- 7.03 The Company agrees to allow members of the Negotiating Committee the day off work without loss of pay on each day the Committee is scheduled to meet with members of Management.

#### ARTICLE 8 – GRIEVANCE PROCEDURE

- 8.01 A grievance is defined as a question involving the application, interpretation, administration or alleged violation of any provisions of this Agreement.
- 8.02 A grievance shall not be considered where the circumstances giving rise to the grievance, or the grievor or the Union became aware of the circumstances giving rise to the grievance, originated more than ten (10) working days before the initiation of the grievance. For the purpose of this Agreement, paid holidays as covered in Article 21, Saturday and Sunday shall not be considered as working days.
- 8.03 If the Company fails to answer a properly submitted grievance within the specified time limits, the Union shall be entitled to submit the grievance to the next step of the grievance procedure or arbitration as the case may be. In the event that an arbitrator upholds a grievance that has exceeded the time limits, the arbitrator shall under no circumstances make any part of his award effective prior to the date the union gave notice of its intention to submit the grievance to arbitration.
- 8.04 With the exception of group or discharge grievances, as covered by paragraphs 8.06 and 9.01, a grievance by an employee shall be processed in the following manner:

**Step 1: Oral Stage** - The grievance shall be discussed between the employee and the employee's immediate supervisor within the time limits shown in paragraph 8.02. The employee shall have the assistance of a Steward at Step 1. The supervisor shall respond to the employee within three (3) working days.

**Step 2: Written Stage** - Failing settlement of the grievance at Step 1, the employee or the Union may reduce the grievance to writing, and submit it to the Plant Manager within three (3) working days from the date of the Supervisor's reply at Step 1. Such written grievance shall be signed by the grievor and state the redress sought. At the Step 2 grievance meeting, the employee shall have the assistance of the Union Grievance Committee and their Steward. The Company shall be represented by member(s) of management and the employee's Supervisor. The Company shall respond to the grievance within five (5) working days from the date of the Step 2 grievance meeting.

**Step 3: Final Review.** Failing settlement of the grievance at Step 2, the Union may submit it to the Plant Manager, or his designate, within five (5) working days from the date of the Company's reply at Step 2. At the Step 3 meeting to discuss the grievance, the Union shall be represented by the Union Grievance Committee. Also, other Company representatives, and officials of the Union who are not employees of the Company, may be present at the request of either party. The Plant Manager, or his designate, shall

respond to the grievance within five (5) working days from the date of the Step 3 grievance meeting.

On the last day of this Agreement, the language in Article 8.04, contained herein, shall revert to the language found in Article 8.04 of the Agreement that expired on May 2nd, 2002.

- 8.05 Failing settlement of the grievance at Step 3, the Union may submit the grievance to arbitration, as described in Article 10, within thirty (30) days from the date of the Plant Manager's reply at Step 3.
- 8.06 A group of employees may file a group grievance, which is a grievance that is individual in nature, effecting more than one employee, but excluding discipline and discharge grievances. All group grievances shall be reduced to writing and signed by a steward or the Plant Chairperson, and state the redress sought and a list of the grievors. If the grievors all report to one (1) Supervisor, the grievance shall be filed at Step 2. Alternately, if the grievors report to more than one Supervisor, the grievance shall be filed at Step 3.
- 8.07 Either Party to this Agreement may file a policy grievance within thirty (30) days of the occurrence of the event on which the grievance is based. A policy grievance is defined as a question, by one of the parties to this Agreement, involving the application, interpretation, administration or alleged violation of any provisions of this Agreement, but excluding subject matter which can be presented as an individual or group grievance, and all discipline and discharge grievances.
- 8.08 A Union policy grievance shall be filed at Step 3 of the grievance procedure. A Company policy grievance shall be filed with the International Representative of the local union.
- 8.09 The responding party to the policy grievance shall give its written response within fourteen (14) working days from receipt of the grievance. Failing settlement of the grievance, the originator of the grievance may submit it to arbitration within thirty (30) working days from the date of reply to the grievance..
- 8.10 At any state of the Grievance Procedure including Arbitration, the conferring parties may have the assistance of the employee(s) concerned and any necessary witnesses and relevant records. All reasonable arrangements will be made to permit the conferring Parties, or the Arbitrator, to have access to the plant to view disputed operations and to confer with the necessary witnesses.
- 8.11 The time allowance provided in this article may be extended by mutual agreement between the parties, in writing.

#### ARTICLE 9 – DISCHARGE AND DISCIPLINARY ACTION

- 9.01 A claim by an employee, that he has been discharged or suspended or otherwise disciplined, without just cause, shall be a proper subject for a grievance, if a written statement of such grievance is lodged at Step Three of the Grievance Procedure within seven (7) working days after the employee receives notice that he has ceased to work for the Company or returns to work after a suspension as the case may be. Such special grievance may be settled by:
- (a) confirming the management's action to discharge or suspend the employee, or

- (b) reinstating the employee with full seniority and compensation for lost wages and benefits, or
- (c) any other arrangement, except loss of seniority, which in the opinion of the conferring Parties, or the Arbitrator, is just and equitable.

9.02 An employee who has been dismissed without notice, shall have the right to have an interview with his Union Steward, for up to thirty (30) minutes before leaving the Company premises.

9.03 When the Company is interviewing an employee during the investigation of a serious matter, or administering formal discipline which is intended to form part of an employee's record, the employee is entitled to have Union representation in the form of a Steward. A copy of any disciplinary notice or letter shall be given to the Union. All disciplinary notices shall be withdrawn from the employee's file after a period of eighteen (18) months from date of issue, and shall not be relied on in the administration of any future discipline.

9.04 Once a year, and by prior appointment, an employee may view his personnel file in the presence of a member of management.

#### ARTICLE 10 – ARBITRATION

10.01 When either Party to this Agreement requests that a grievance be submitted to arbitration, they shall make such request in writing addressed to the other Party to this Agreement.

10.02 The Arbitration Procedure incorporated in this Agreement shall be based on the use of a single Arbitrator, selected on a rotating basis from a panel of four (4) Arbitrators.

- i Paula Knopf
- ii Maureen Saltman
- iii Gail Brent
- iv Martin Teplitsky

10.03 Should any of the Arbitrators constituting the above mentioned panel of Arbitrators withdraw or resign from the panel, then the Party who nominated the Arbitrator who has withdrawn or resigned shall forthwith submit to the other Party to this Agreement, a list of four (4) nominees from which shall be selected one (1) nominee to replace the Arbitrator who has withdrawn or resigned.

10.04 The Arbitrators shall act singly, and in rotation, with respect to each successive grievance that is referred to Arbitration. Should any Arbitrator be unable to hear a grievance within sixty (60) calendar days after the grievance has been referred to him, then he shall be passed over to the next in line.



- 10.05 Except where otherwise provided for in this Agreement, each of the Parties hereto will bear its own expense with respect to any arbitration proceedings. The Parties hereto will bear jointly the expenses of the Arbitrator on an equal basis.
- 10.06 The Arbitrator shall not be authorized, nor shall the Arbitrator assume authority, to alter, modify, or amend any part of this Agreement, nor to make any decision inconsistent with the provisions thereof, or to deal with any matter not covered by this Agreement.
- 10.07 The decision of the Arbitrator shall be final and binding on the Parties.
- 10.08 The Company and the Union agree that whether or not either party elects expedited arbitration, as allowed under the Ontario Labour Relations Act, the assistance of a Mediator may be sought prior to arbitration, where the parties mutually agree.

#### ARTICLE 11 – SENIORITY

- 11.01 A newly hired employee will be considered on probation for a period of sixty (60) days worked calculated from the most recent date of hire. During this probationary period the employee may be disciplined or discharged for a lesser standard than just cause. After the probationary period, the employee's seniority shall date back to the most recent date of hire.
- 11.02 The Parties recognize that job opportunity and security shall increase in proportion to length of service as allowed in this agreement.
- 11.03 Seniority shall be maintained and accumulated during:
- (1) absence due to layoff, sickness or accident;
  - (2) authorized leave of absence.

- 11.04 An employee shall lose all seniority and status as an employee if the employee:
- (a) Voluntarily quits;
  - (b) Is discharged for just cause and is not reinstated in accordance with the provisions of this Agreement;
  - (c) Is laid off and fails to return to work within five (5) days of being notified of a recall to work by the Company by registered mail or courier sent to the employee's last known address, a copy of which shall be given to the Union. However, should this notice not be delivered through no fault of the employee, the five (5) day period will commence only after the employee has become aware of his recall;
  - (d) Is on layoff for lack of work for more than eighteen (18) consecutive months;
  - (e) Is absent from work without permission for three (3) consecutive working days without a reasonable explanation;
  - (f) Fails to return to work after the expiration of an authorized leave of absence without a reasonable explanation, or
  - (g) Uses an authorized leave of absence for a purpose other than that for which it was granted.
- 11.05 Seniority shall be on a plant-wide basis and shall mean total length of continuous service in the bargaining unit as defined in Article 1.
- 11.06 The Plant Chairperson will be issued an up-to-date seniority list on or about June 30<sup>th</sup> and December 31<sup>st</sup> of each year and a copy posted on the plant bulletin boards for employee inspection. A copy of such seniority list shall be mailed to the Toronto area office of the Union and such Union list shall contain the employees job classification, current rate of pay and the employees latest address and telephone number on file with the Company.

11.07

Notice of Layoff

- (a) Whenever it becomes necessary to reduce the work force, the employee affected shall be given one (1) week's notice in writing in advance of the date of layoff or pay in lieu thereof. Layoff shall only take place at the end of the employee's last scheduled shift of the week.
- (b) The Plant Chairperson or his/her designate shall be notified in advance of the names of any employees slated for layoff and the expected duration of same.
- (c) The provisions of 11.07 (a) (b) (d) and (e) shall not apply if no work is available due to fire, flood, emergencies, power failure, equipment breakdown, or any other conditions beyond the control of the Company.
- (d) In the case of a temporary layoff of five (5) working days or less, an employee may be laid off without regard to the provisions of Article 11.07 (a), however, the Company will provide the employee affected with one (1) day's notice.
- (e) Employees shall be laid off in the reverse order of seniority, starting with probationary employees, provided the remaining employees have the skill, ability and qualifications to meet the normal requirements of the work to be done.
- (f) Employees who are on layoff shall be recalled in order of seniority provided that they have the skill, ability and qualifications to meet the normal requirements of the work to be done.
- (g)
  - (i) An employee who has been laid off and who bumps into another job classification shall have the first opportunity to return to the job classification from which the employee was originally laid off, when a vacancy occurs in that classification within eighteen (18) months of the date the employee was laid off.
  - (ii) An employee who has been laid off and recalled to a classification other than his original classification shall have the first opportunity to return to his original classification when a vacancy occurs in that classification within eighteen (18) months of the date the employee was laid off.

11.08

Job Vacancies

- (a) Announcements of opportunities for all job vacancies in new or existing jobs, within the bargaining unit, will be posted on the bulletin boards for a period of three (3) full working days prior to the filling of the job vacancy. Employees desiring consideration in the filling of the job vacancy shall signify their desire by submitting a completed Job Bidding Form during the job posting period. A copy of the completed Job Bidding Form shall be given to the Plant Chairperson.
- (b) In filling a permanent vacancy the following factors shall be considered:
  - I. The employee's skill, ability, and qualifications to meet the normal requirements of the work to be done, and
  - II. The employee's seniority.

It was agreed that if the factors described in (I) above are relatively equal among two or more employees, then factor (II) shall be the governing factor.
- (c) Jobs shall not be considered vacant when employees are not at work because of sickness, accident, or authorized leave of absence. However, if it is known that an employee is to be absent from work because of sickness, accident, or on leave of absence for more than twenty (20) working days, the job shall be posted as a temporary job and the provisions of this Article shall apply. Upon completion of the temporary assignment the employee shall return to his former job.
- (d) Employees accepted by management on a posted job who fail to qualify (or feel dissatisfied with the job) within a trial period of up to sixty (60) working days shall be returned to their former job.
- (e) An employee who is bypassed in favour of an employee with less seniority to fill the vacant job, shall be told, upon request, as to the reason(s) the employee was not accepted. The name of the successful applicant shall be posted on the bulletin boards.
- (f) An employee who is successful in obtaining a job under this article shall not be allowed to apply for another job for a period of six (6) months from the date the employee is awarded the job.
- (g) An employee who, through the job posting procedure, acquires a job on the day shift may be required to remain on his/her afternoon or night shift, as the case maybe, for a maximum of two (2) weeks, while the employee replacing him/her is trained.

- (a) Where practicable, employees assigned to a job on a temporary basis will be on the basis of the most senior employee from a lower rated classification from within the department, who is capable of performing the work shall be given first opportunity to perform the work.
- (b) Should there be no qualified employees from within the department from a lower classification, then, where practicable, the most senior employee in the bargaining unit from a lower rated department shall be given the opportunity before new employees are hired.

11.10 Preferential Seniority

- (a) The Plant Chairperson, Unit Secretary, Stewards, and the Certified Health and Safety Representative shall have top plant-wide seniority in case of layoff and shall be retained by the Company on work he/she is willing and able to perform.
- (b) Employees promoted to supervisory or other positions, which disqualify them from being subject to this Agreement shall accumulate seniority for a period of six (6) months following such transfer. If such employees are returned by the Company during the six (6) month period, they shall be returned to the job classification and department held by such employees immediately prior to such transfer. No employee subject to the above may return to the bargaining unit once the six (6) month period has expired, other than as a new employee. This provision will apply once only for an employee.

11.11 The Company will supply the Plant Chairperson or his designate, monthly, with the names of persons who have been:

1. Recalled to work.
2. New Hires.
3. Failed to give notice of their intention to return to work when notified.
4. Quits.
5. Absent through sickness or accident for one (1) full week.
6. Change of address.

ARTICLE 12 – LEAVE OF ABSENCE

- 12.01 At the discretion of the Company, an employee may be granted a leave of absence without pay or loss of benefits or seniority, for a period of up to thirty (30) calendar days. A leave of absence will not be unreasonably denied. A leave of absence granted under this paragraph may be extended by the Company.
- 12.02 An application for leave of absence or an extension of a leave of absence, stating the reasons for the leave, must be made in writing to the Company.
- 12.03 “The Plant Chairperson of the Union will be notified of all leaves over three (3) working days granted under this Article.”
- 12.04 (a) The Company will, upon one (1) weeks notice of request, three (3) working days for the Plant Chair, grant leave of absence without pay, or loss of seniority, to three (3) delegated employees to attend to union business, provided such leave of absence does not exceed a total of thirty (30) days in any calendar year .The three employees shall not be from the same department.
- (b) In addition to the leave described in 12.04(a), the Company will, upon two (2) weeks notice of request, grant leave of absence without pay or loss of seniority, for up to sixteen (16) days for the purpose of steward, and health and safety training, and educational courses. If more than one employee is off of work at the same time, under this paragraph, they shall not be from the same department.
- 12.05 The Company agrees to continue the pay of any employee absent from work on Union business which is not paid for by the Company as provided for elsewhere in the Agreement, and the Union shall reimburse the Company for such wage payment upon receipt of a monthly statement. Such leave of absence shall be authorized in writing by the Union.
- 12.06 The Company agrees to grant an employee leave of absence without pay for up to one (1) year to work in an official capacity for the Union, provided such request is made by an authorized representative of the Union.
- 12.07 The Company will grant pregnancy and parental leave to employees in accordance with the Employment Standards Act R.S.O. 1990, c. E.14, as amended. The employee may be required to provide a physician’s certificate confirming an employee’s fitness to return to work.

12.08 Canadian Citizenship

The Company agrees to allow leave of absence without loss of pay for up to eight (8) hours to employee who wishes to become a Canadian Citizen. Such time off work shall be paid after verification is received by the Company that such person did apply and received his Canadian Citizenship.

ARTICLE 13 – UNION REPRESENTATIVE

13.01 An authorized representative of the Union may, by prior arrangement, visit the Company's premises for the purpose of discussing or investigating any matter covered by this Agreement. It is understood that there will be no undue interruption of work caused by such a visit.

ARTICLE 14 – BULLETIN BOARDS

14.01 The Company agrees to provide a Bulletin Board in an area accessible to employees in the plant for the purpose of posting meeting notices and official Union information. Notices will be signed and posted only by officers of the Union and will be in keeping with the spirit and intent of this Agreement and as agreed by management. Such agreement shall not be unreasonably denied.

ARTICLE 15 – REPORTING ALLOWANCE

15.01 In the event that an employee reports for work on his regular shift, without having been notified prior to reporting to work not to report, he will be given at least four (4) hours work at his regular rate of pay or if no work is available he will be paid the equivalent of four (4) hours at his regular rate of pay in lieu of work. This provision shall not apply when there is a lack of work due to a situation beyond the control of the Company.

#### ARTICLE 16 – CALL-IN-PAY

- 16.01 (a) An employee called for work outside his regular working hours shall be paid the greater of:
1. Four (4) hours at appropriate overtime rating, or
  2. Appropriate overtime rates for all hours worked.
- (b) The provisions of (a) above shall not apply when an employee is called to work immediately prior to the start or immediately following the end of his scheduled shift. In all such cases the employee shall receive his appropriate rate of pay.

#### ARTICLE 17 – PAYMENT FOR INJURED EMPLOYEES

17.01 In the event that an employee is injured in the performance of his duties, he shall, to the extent that he is required to stop work and receive treatment, be paid for wages the remainder of his shift. If it is necessary, the Company will provide, or arrange for, suitable transportation for the employee to the doctor or hospital and back to the plant and/or to his home as necessary. If it is necessary for an employee to receive medical treatment subsequent to his return to work following an industrial injury, he shall be paid for any time lost from regular shift hours to attend such appointment. This will apply to partial shifts only. Employees missing any full shifts as a result of receiving medical treatment in such cases are entitled to submit a further claim to the Workers Compensation Board for such lost wages.

#### ARTICLE 18 – JURY AND WITNESS DUTY



- 18.01 An employee shall be granted leave of absence with pay at his regular hourly rate, for the normally scheduled number of hours the employee would have otherwise worked for the purpose of serving jury duty, or as a material witness subpoenaed by the Crown; provided that the employee shall reimburse the Company to the full amount of jury pay or witness fees excluding the expense allowance received by the employee. An employee who is not required to be in attendance at court shall report to work.
- 18.02 Any employee called for jury or witness duty shall be transferred to day shift during the period he is required to serve.

#### ARTICLE 19 – SAFETY AND HEALTH

- 19.01 The Company and the Union acknowledge their common concern for health and safety in the plant. To this end the Company and the Union shall maintain a Joint Occupational Health and Safety Committee (JOHSC) consisting of not more than three (3) members elected or appointed by the Union and not more than three (3) members appointed by the Company. The Company and the Union will each designate one (1) member as CO-Chair of the JOHSC.
- 19.02 The Company will continue to make policy, and reasonable rules and provisions, in the circumstances, for the Health and Safety of its employees, and will continue its existing safety devices and practices, subject to such improvements or changes as may be introduced by the Company from time to time. The Union agrees to co-operate with the Company's efforts to ensure compliance. In making changes affecting an employee with respect to health and safety programs, or personal protective programs, it is the intention of the Company to discuss such changes prior to their introduction at a JOHSC meeting.
- 19.03 The Company and the Union agree to co-operate in developing and maintaining a strong sense of safety awareness among employees. In this connection, it is recognized that every employee has the right and duty to report unsafe conditions and practices to his/her immediate supervisor without prejudice and/or fear of reprisal.

- 19.04 The JOHSC shall determine its own procedures, and the general duties of the JOHSC shall be to make recommendations on matters of health and safety as related to the Occupational Health and Safety Act (OHSA). Such duties shall include, but not be limited to:
- I. To schedule bi-monthly meetings, unless there is an emergency;
  - II. Designate one (1) JOHSC member selected by the Union and one (1) JOHSC member selected by the Company to form an inspection team. This team shall inspect the plant in according with its established procedure;
  - III. Designate one (1) JOHSC Certified member selected by the Union and one (1) JOHSC Certified member selected by the Company to accompany a Ministry of Labour official, or successor agency official, during an official inspection tour;
  - IV. Designate one (1) JOHSC Certified member selected by the Union and one (1) JOHSC Certified member selected by the Company to form an Accident Investigation Team (AIT). They will investigate all serious injuries and unsafe conditions or practices, which have been reported;
  - V. Consider and exchange any published material relating to health and safety;
  - VI. Consider other matters relating to health and safety in the plant; and
  - VII. Receive and deal with any reports or recommendations flowing from paragraphs (II), (III), (IV), (V), and (VI) above.
- 19.05
- (a) An employee may refuse to work where he has reason to believe that in performing the work he is likely to endanger himself or another worker.
  - (b) Upon refusing to work the employee shall promptly report the circumstances to his supervisor, or another member of management. The supervisor or member of management who shall investigate the circumstances of the refusal in the presence of the AIT.
  - (c) Upon completion of the circumstances flowing from (a) above, the employee may refuse to work where he has reasonable grounds to believe that in performing the work he is likely to endanger himself or another worker. Such being the case the AIT shall cause an inspector to be notified thereof.
  - (d) The inspector shall investigate the refusal to work in the presence of the AIT, and the employee.
  - (e) Until the investigation is completed the employee shall remain in a safe place near his or her work station. However, during this period of time the Company may assign the employee alternate work.
- 19.06 The Company will use its best efforts to provide minutes of the JOHSC meetings within two (2) weeks following the meeting.

- 19.07 The JOHSC may review the WSIB binder containing the WSIB Disability Records sheet, First Aid Reports, and WSIB Form 7's at the JOHSC meeting.
- 19.08 The Company shall supply all personal protective devices (excluding safety shoes) deemed necessary to protect employees from injuries arising from their employment with the Company.
- 19.09
- (a) The Company agrees to contribute, upon presentation of a receipt, up to \$125 per employee in Year 1 towards the purchase of safety shoes. The wearing of safety shoes by all employees within the bargaining unit shall be compulsory. On the second year of this agreement, the contributions shall be raised to \$130.00 and in the third year to \$140. Hydraulic and Hand Spinners, Machine Operators in the Spinning Department, and Cut Saw Operators shall be entitled to a second pair of safety shoes annually if warranted by excessive wear.
  - (b) The Company agrees to contribute, upon presentation of a receipt, \$255 per employee, once every two (2) years towards the cost of prescription safety glasses (lens and frames). In Year II this level increases to \$260.00 and to \$270 in Year III.

- 19.10 The Company will contribute 100% of the cost of maintaining uniforms for all employees. The Polishers, Hydraulic and Hand Spinners, Machine Operators in the Spinning Department, and Cut Saw Operators are entitled up to one (1) uniform change per day.
- 19.11 In the event an employee is unable, due to sickness or disability, to carry out the duties of his regular job, the Company will make every effort to provide a modified work program under the following conditions:
- (a) The employee must provide the Company with a medical certificate, signed by a medical practitioner qualified to practice in Ontario. Such certificate shall clearly state the duties the employee can perform on work restrictions, and where possible, the period of time the employee is expected to need such work. An employee on a modified work program shall have this case reviewed from time to time as the circumstances dictate;
  - (b) The Company has the right to send the employee, at the Company's cost, to be evaluated by an independent medical practitioner, the choice of which will be by mutual agreement between the Parties, for the purpose of:
    - (i) performing a functional abilities evaluation to determine the physical abilities and limitation of the employee; or
    - (ii) other such determinations, as the case may be, and
  - (c) If the employee cannot perform their regular job as modified, the employee may be placed in the first vacancy that occurs, on a temporary basis, without the necessity of a job posting, where the employee can perform the work. When the employee is fit for his original job he shall be so returned.

#### ARTICLE 20 – PLANT HOLIDAYS

20.01 Each employee who has completed the probationary period and who is not required to work on any of the following days shall receive a normal day's pay at the employee's regular hourly rate for the celebration of the holidays listed below, provided the employee works his fully scheduled work day both before and after the holiday:

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

\*The floating holiday, shown above, shall be taken in association with the Christmas holiday; the actual day for celebration to be chosen by mutual agreement between the Company and the Union. In Year II an additional Floater Day will be added to be taken as described above.

20.02 For the purpose of Article 20.01 (a), a normal day's pay shall mean eight (8) hours of pay at the employee's normal straight time hourly rate for each holiday. The shifts for the remainder of the week in which the holiday(s) occur shall be adjusted so that the standard work week as described in Article 23.01(a) is maintained.

20.03 Should one of the above statutory holidays fall on a Saturday or Sunday, another day shall be observed as the holiday by mutual agreement between the Parties. Should Canada Day fall during the week, it shall be observed on the closest Monday or Friday.

20.04 The employee shall be required to supply proof of any accident or illness if requested by the Company.

20.05 When any of the holidays are observed during an employee's scheduled vacation period he shall receive holiday pay as provided in Article 20.02 above and shall be granted an additional day off.

20.06 Any authorized work performed by an employee on any of the above-named holidays shall be paid at the rate of time and one-half (1 & ½) in addition to any holiday pay the employee may qualify for under Article 20.01.

## ARTICLE 21 – VACATIONS

21.01 An employee shall receive an annual vacation in accordance with the length of continuous employment with the Company.

21.02 The vacation year shall be from July 1st. of each year, to June 30<sup>th</sup> of the following year.

21.03 An employee with less than one (1) year of service, as of June 30<sup>th</sup>. Shall receive vacation and vacation pay in accordance with the Employment Standards Act.

21.04 An employee with one (1) or more years of service as of June 30<sup>th</sup> in any year, shall be entitled to vacation and vacation pay as follows:

Years of Continuous Employment

		Vacation	
		Days	Pay
I.	1 year but less than 5 years	10	4%
II.	5 years but less than 10 years	15	6%
III.	10 years but less than 18 years	20	8%
IV.	more than 18 years	25	10%

21.05 An employee's vacation pay is based on the formula of two (2%) percent of the employee's gross earnings for each five (5) days of entitlement.

21.06 "Gross Earnings" shall mean – total taxable earnings for the previous vacation year, excluding taxable benefits.

21.07 An employee who is hospitalized, other than for day surgery, because of sickness or accident while on scheduled vacation, will be considered as being on sick leave during the period of such illness. Any unused vacation time may be rescheduled at a future date, mutually agreeable to the employee and to the Company.

21.08 The Company will endeavour to accommodate the employee's preferred vacation periods by order of seniority. The Company reserves the right to make final approval of the vacation schedule, including consideration for operating and staffing requirements.

21.09 Vacation time cannot be carried over from one vacation year to the next.

21.10 An employee who leaves the employment of the Company for any reason prior to June 30<sup>th</sup>, shall receive any vacation pay due the employee as allowed under this Agreement.

21.11 An employee shall receive their vacation pay;

(i) on July 1st, of each year; or,

(ii) upon written request to the Company, receive their vacation pay, at the time they take their vacation.

Option (ii) shall only be available to an employee who takes at least five (5) consecutive days of vacation. An employee who takes vacation prior to July 1st, of any year, shall be paid vacation pay in accordance with current practice.

## ARTICLE 22 – WAGES

22.01 For employees hired after March 31, 1996, the Company agrees to pay and the Union agrees to accept, for the term of this agreement, the wages as set out in Schedule “A” Grades and Rates of Pay attached hereto and forming part of this agreement.

22.02 Employees working the afternoon or night shifts shall be paid a shift premium of \$0.65 per hour for all hours worked effective Year II of this Agreement.

### 22.03 Temporary Transfers

An employee who is temporarily transferred to another job for which the regular rate is less than that which the employee is receiving, shall retain his former rate; and, if such transfer is to a job with a higher rate, after thirty (30) days the employee shall be paid the next progression rate.

### 22.04 Payment of Wages

The Company agrees that all employees shall be paid weekly, by cheque or direct deposit, by the end of the shift on Thursdays.

22.05 “When hired as a new employee, or promoted into a higher rated classification, the employee shall receive the greater of the starting rate for the classification or their current rate of pay, and be given future increases as follows:

- (i) An employee promoted within Grades 10-6 shall be given three increases at: 3 months, 6 months and 12 months from the date of promotion, respectively; or
- (ii) An employee promoted to or within Grades 5 -3 shall be given three increases at; 3 months, 9 months and 18 months from the date of promotion, respectively.

The increases referred to in (i) and (ii) above shall be calculated as follows:

$$\text{Increase} = (\text{Maximum Rate} - \text{Employee's Rate at Time of Posting})/3$$

In this paragraph, ‘Employee’s Rate at Time of Posting’ shall be the greater of their ‘actual rate’ or the ‘Start Rate’ for the new classification

22.06 If an employee bids into a lower rated classification, or if due to lack of work an employee is bumped to a lower rated classification, the employee shall receive the greater of the starting rate for the classification or his current rate of pay and shall progress to the maximum rate in six months of active service. In any event, the employee shall not be paid higher than the maximum rate for the classification.

22.07 The progression times referred to in sections 22.05 (i) and (ii), and 22.06 above shall be based on the employee’s active time in the new classification. For the purpose of this paragraph, employees on leave of absence, pregnancy or parental leave, sick leave, workers' compensation, or lay-off shall not be considered actively at work.

22.08 An employee who is paid a rate of pay higher than the maximum for the classification shall be considered “Red Circled”. Any general increase to the rates of pay shall only apply to that portion of the employee’s pay found in Schedule “A”. Any employee who is “Red Circled” shall be considered as being at the maximum rate for his classification.

22.09 An employee shall lose his red circle status if he is bumped out of his job or accepts a job posting under Article 11. An employee who is bumped out of his job and returns directly to his job shall reacquire his red circle status.



22.10 The Company and the Union endorse the principal of “a fair day’s work for a fair day’s pay”. Therefore there will be no work measurement used for the payment of wages; the Company may establish performance standards.

22.11 New or Changed Jobs

The Company agrees to negotiate with the Union, the rate of pay for any new or changed job prior to the rate being installed. However, if the Parties fail to agree on the new rate they shall install the new rate proposed by the Company and the Union shall have the right to grieve whether or not the rate is proper based on its relationship to related or similar jobs presently in existence in the plant.

ARTICLE 23 – HOURS OF WORK AND OVERTIME

23.01 (a) The standard work week for all employees shall be forty (40) hours scheduled as follows:

I. Day Shift

Employees working the day shift shall be scheduled to work Monday to Thursday for 8 & ¾ hours, and Friday for 5 hours as follows:

Monday to Thursday: 7:30 a.m. to 4:45 p.m. and

Friday: 7:30 a.m. to 12:30 p.m.

II. Afternoon Shift

Employees working the afternoon shift shall be scheduled to work Monday to Thursday for 8 & ¾ hours, and Friday for 5 hours.

Monday to Thursday: 4:30 p.m. to 1:45 a.m. and

Friday: 12:15 p.m. to 5:15 p.m.

(b) On the Monday to Thursday shifts, employees shall be allowed an uninterrupted thirty (30) minute unpaid lunch break. On the Friday shifts, the employees may be entitled to a fifteen (15) minute paid break subject to Article 23.08(b).”

23.02 Authorized work performed in excess of forty (40) hours per week shall be paid at the rate of time and one-half (1 & ½) the employee’s regular hourly rate. For the calculation of overtime pay, time off of work during any week because of vacation, paid holidays, authorized leave of absence, bereavement leave, jury duty, workplace injury, or treatment due to workplace injury shall count towards the 40 hours required to be eligible for overtime pay.

- 23.03 Any authorized work performed on Sunday shall be paid at the rate of double (2X) time.
- 23.04 Nothing in this Article shall be so construed to mean a guarantee of hours of work per day or per week.
- 23.05 There shall be no pyramiding of overtime rates.
- 23.06 Overtime will be worked, except in emergencies, on a voluntary basis and, it is mutually agreed that the opportunity to work overtime shall be distributed as equitably as possible among the employees who normally perform the work. However, if there are insufficient volunteers then the Company will ask for volunteers starting with the most junior qualified employee in the department. In this latter case, employees who volunteer to work overtime shall not lose their place in the overtime rotation. If there are insufficient volunteers, then the Company will schedule overtime starting with the most junior qualified employees who normally perform the work.
- 23.07 The Company shall keep up-to-date records of all overtime worked for inspection by the plant Chairperson or his/her designate. Employees who refuse overtime shall have such hours recorded as if they worked.
- 23.08
- (a)
    - 1. Employees shall be allowed an uninterrupted fifteen (15) minute rest period approximately midway through each half shift.
    - 2. Employees will also be allowed a five (5) minute wash-up period immediately prior to the end of each shift. The polishing department shall be allowed a ten (10) minute wash-up period.
  - (b) Employees agreeing to work overtime for two (2) or more hours will be allowed a fifteen (15) minute rest period for each two (2) hour period worked.
  - (c) The Company will arrange to provide food for any employee who is scheduled to work more than two (2) hours of overtime after their regular shift.

#### ARTICLE 24 – GENERAL

24.01 Gender

Wherever the MALE GENDER is used throughout the Articles within this Agreement, it is agreed that the FEMININE GENDER is an acceptable substitute whenever and wherever the feminine gender is applicable.

24.02 Where the singular is used throughout the Articles within this Agreement, it is agreed that the plural is an acceptable substitute whenever and wherever the plural gender is applicable.

#### ARTICLE 25 – GROUP INSURANCE

25.01 Subject to the benefit carriers terms and conditions, employees who have completed their probationary period shall have benefits purchased on their behalf, and on behalf of their eligible dependents, as summarized in Schedule “B”. Benefit premium submission to the benefit carrier shall stop at the end of the month in which the employee ceases to be actively employed by the Company, or as further amended in the Group Insurance booklet. An employee who is laid-off for longer than sixty (60) days, or is on a leave of absence for longer than ninety (90) days is not considered on active employment.

25.02 The Company further agrees that all eligible employees shall be covered by the terms of the Company Pension and Savings Plan as set out in Schedule “C” attached hereto and made part of this Agreement.

#### ARTICLE 26 – BEREAVEMENT PAY

26.01 The Company agrees that when an employee is absent from work due to death in the immediate family, he will be granted three (3) days leave with pay. Immediate family is deemed to mean spouse, common law spouse, son, daughter, mother, father, sister, brother, brother or sister-in-law, mother or father-in-law, grandparents, or grandchildren.

#### ARTICLE 27 – HUMANITY FUND

27.01 Each employee shall contribute one cent (1 cent) per hour worked to the STEELWORKERS HUMANITY FUND; the amounts so deducted shall be forwarded quarterly to the United Steelworkers of America, 234 Eglinton Avenue East, Toronto, Ontario, M4P 1K7.

#### ARTICLE 28 – LIFELINE FOUNDATION

28.01 The Company and the Union agree to co-operate in encouraging employees with mental illness, alcohol, drug or personal problems to avail themselves of the assistance of “Lifeline”, and further the Company agrees to such membership in the Lifeline Foundation and to contribute financial support as described in Article 28.02.

- 28.02 The Company agrees to match the contribution of the Union Local towards Lifeline, up to a maximum amount of five dollars (\$5.00) per year, per employee. This commitment does not prevent the Company from disciplining or discharging an employee who is participating in this program, subject to the right of the employee to grieve as allowed under the Collective Agreement.

ARTICLE 29 – DURATION

- 29.01 This agreement shall become effective on the 3rd day of May, 2002 A.D., and shall continue in effect up to and including the 2nd day of May, 2005 A.D.
- 29.02 Either Party desiring to renew or amend this Agreement may give notice in writing of its intention during the last ninety (90) days of its operations.
- 29.03 If notice of the intention to renew or amend is given by either party pursuant to the provisions of the preceding paragraph, such negotiations shall commence not later than (15) days after such notice or as soon thereafter as is mutually agreed.
- 29.04 If pursuant to such negotiations, an Agreement is not reached on the renewal or amendment of the Agreement prior to the current expiration date, the Agreement shall continue in effect in accordance with the terms of the Ontario Labour Relations Act.

**MEMORANDUM OF SETTLEMENT**

**BETWEEN**

**CLEVELAND RANGE LTD**  
hereinafter called the "Company"

**and**

**UNITED STEELWORKERS OF AMERICA**  
**on behalf of its Local 5338**  
hereinafter called the "Union"

1. The above parties agree to the terms of this Memorandum of Settlement as constituting full settlement of all matters in dispute.
2. The parties agree that the terms of the new Collective Agreement shall include all the terms of the Collective Agreement that expires on May 2, 2002, except as amended below.
3. The undersigned representatives of the parties do hereby agree to recommend complete acceptance of all the terms of this Memorandum of Settlement to their respective principals.
4. The parties herein agree that the term of the Collective Agreement shall be from May 3rd, 2002 to May 2nd, 2005.
5. All the terms and conditions of the Collective Agreement contained herein become effective the day following the date of ratification of this Memorandum of Settlement unless otherwise noted.

**SIGNED AT TORONTO, ONTARIO THIS 12TH DAY OF NOVEMBER, 2002.**

**For the Company**

**For the Union**

**SCHEDULE "A" - GRADES AND RATES OF PAY**

**New - May 2002**

			<b>Start</b>	<b>Inc.Rate</b>	<b>3mos</b>	<b>6mos</b>	<b>Max-1yr</b>
<b>Grade 10</b>							
<b>Grade 10</b>	<b>OLD</b>		<b>11.56</b>	<b>0.43</b>	<b>11.99</b>	<b>12.41</b>	<b>12.84</b>
<b>Grade 10</b>	<b>NEW</b>	<b>YR I</b>	11.91	<b>0.44</b>	12.35	12.79	13.23
<b>Grade 10</b>	<b>NEW</b>	<b>YR II-Part 1</b>	12.15	<b>0.45</b>	12.60	13.04	13.49
<b>Grade 10</b>	<b>NEW</b>	<b>YR II-Part 2</b>	12.27	<b>0.45</b>	12.72	13.17	13.62
<b>Grade 10</b>	<b>NEW</b>	<b>YR III-Part 1</b>	12.52	<b>0.46</b>	12.98	13.43	13.89
<b>Grade 10</b>	<b>NEW</b>	<b>YR III-Part 2</b>	12.65	<b>0.46</b>	13.11	13.57	14.03
<b>Grade 9</b>							
<b>Grade 9</b>	<b>OLD</b>		<b>12.64</b>	<b>0.47</b>	<b>13.11</b>	<b>13.57</b>	<b>14.04</b>
<b>Grade 9</b>	<b>NEW</b>	<b>YR I</b>	13.02	<b>0.48</b>	13.50	13.98	14.46
<b>Grade 9</b>	<b>NEW</b>	<b>YR II-Part 1</b>	13.28	<b>0.49</b>	13.77	14.26	14.75
<b>Grade 9</b>	<b>NEW</b>	<b>YR II-Part 2</b>	13.41	<b>0.50</b>	13.91	14.40	14.90
<b>Grade 9</b>	<b>NEW</b>	<b>YR III-Part 1</b>	13.68	<b>0.51</b>	14.19	14.69	15.20
<b>Grade 9</b>	<b>NEW</b>	<b>YR III-Part 2</b>	13.82	<b>0.51</b>	14.33	14.84	15.35
<b>Grade 8</b>							
<b>Grade 8</b>	<b>OLD</b>		<b>13.84</b>	<b>0.52</b>	<b>14.36</b>	<b>14.87</b>	<b>15.39</b>
<b>Grade 8</b>	<b>NEW</b>	<b>YR I</b>	14.26	<b>0.53</b>	14.79	15.32	15.85
<b>Grade 8</b>	<b>NEW</b>	<b>YR II-Part 1</b>	14.55	<b>0.54</b>	15.09	15.63	16.17
<b>Grade 8</b>	<b>NEW</b>	<b>YR II-Part 2</b>	14.70	<b>0.54</b>	15.24	15.79	16.33
<b>Grade 8</b>	<b>NEW</b>	<b>YR III-Part 1</b>	14.99	<b>0.56</b>	15.55	16.10	16.66
<b>Grade 8</b>	<b>NEW</b>	<b>YR III-Part 2</b>	15.14	<b>0.56</b>	15.70	16.27	16.83
<b>Grade 7</b>							
<b>Grade 7</b>	<b>OLD</b>		<b>13.98</b>	<b>0.95</b>	<b>14.93</b>	<b>15.89</b>	<b>16.84</b>
<b>Grade 7</b>	<b>NEW</b>	<b>YR I</b>	14.40	<b>0.98</b>	15.38	16.37	17.35
<b>Grade 7</b>	<b>NEW</b>	<b>YR II-Part 1</b>	14.69	<b>1.00</b>	15.69	16.70	17.70
<b>Grade 7</b>	<b>NEW</b>	<b>YR II-Part 2</b>	14.84	<b>1.01</b>	15.85	16.87	17.88
<b>Grade 7</b>	<b>NEW</b>	<b>YR III-Part 1</b>	15.14	<b>1.03</b>	16.17	17.21	18.24
<b>Grade 7</b>	<b>NEW</b>	<b>YR III-Part 2</b>	15.29	<b>1.04</b>	16.33	17.38	18.42
<b>Grade 6</b>							
<b>Grade 6</b>	<b>OLD</b>		<b>15.27</b>	<b>1.05</b>	<b>16.32</b>	<b>17.36</b>	<b>18.41</b>
<b>Grade 6</b>	<b>NEW</b>	<b>YR I</b>	15.73	<b>1.08</b>	16.81	17.88	18.96
<b>Grade 6</b>	<b>NEW</b>	<b>YR II-Part 1</b>	16.04	<b>1.10</b>	17.14	18.24	19.34
<b>Grade 6</b>	<b>NEW</b>	<b>YR II-Part 2</b>	16.20	<b>1.11</b>	17.31	18.42	19.53
<b>Grade 6</b>	<b>NEW</b>	<b>YR III-Part 1</b>	16.52	<b>1.13</b>	17.65	18.79	19.92
<b>Grade 6</b>	<b>NEW</b>	<b>YR III-Part 2</b>	16.69	<b>1.14</b>	17.83	18.98	20.12

Continued on  
next page

Schedule A-  
Cont'd

				<b>3mos</b>	<b>9mos</b>	<b>Max-18mos</b>	
		<b>Grade 5</b>					
<b>Grade 5</b>	<b>OLD</b>		<b>15.72</b>	<b>1.48</b>	<b>17.20</b>	<b>18.68</b>	<b>20.16</b>
<b>Grade 5</b>	<b>NEW</b>	<b>YR I</b>	16.19	<b>1.52</b>	17.71	19.24	20.76
<b>Grade 5</b>	<b>NEW</b>	<b>YR II-Part 1</b>	16.51	<b>1.56</b>	18.07	19.62	21.18
<b>Grade 5</b>	<b>NEW</b>	<b>YR II-Part 2</b>	16.68	<b>1.57</b>	18.25	19.82	21.39
<b>Grade 5</b>	<b>NEW</b>	<b>YR III-Part 1</b>	17.01	<b>1.60</b>	18.61	20.22	21.82
<b>Grade 5</b>	<b>NEW</b>	<b>YR III-Part 2</b>	17.18	<b>1.62</b>	18.80	20.42	22.04
		<b>Grade 4</b>					
<b>Grade 4</b>	<b>OLD</b>		<b>17.19</b>	<b>1.61</b>	<b>18.80</b>	<b>20.42</b>	<b>22.03</b>
<b>Grade 4</b>	<b>NEW</b>	<b>YR I</b>	17.71	<b>1.66</b>	19.37	21.03	22.69
<b>Grade 4</b>	<b>NEW</b>	<b>YR II-Part 1</b>	18.06	<b>1.69</b>	19.75	21.45	23.14
<b>Grade 4</b>	<b>NEW</b>	<b>YR II-Part 2</b>	18.24	<b>1.71</b>	19.95	21.66	23.37
<b>Grade 4</b>	<b>NEW</b>	<b>YR III-Part 1</b>	18.60	<b>1.75</b>	20.35	22.09	23.84
<b>Grade 4</b>	<b>NEW</b>	<b>YR III-Part 2</b>	18.79	<b>1.76</b>	20.55	22.32	24.08
		<b>Grade 3</b>					
<b>Grade 3</b>	<b>OLD</b>		<b>18.80</b>	<b>1.77</b>	<b>20.57</b>	<b>22.33</b>	<b>24.10</b>
<b>Grade 3</b>	<b>NEW</b>	<b>YR I</b>	19.36	<b>1.82</b>	21.18	23.00	24.82
<b>Grade 3</b>	<b>NEW</b>	<b>YR II-Part 1</b>	19.75	<b>1.86</b>	21.61	23.46	25.32
<b>Grade 3</b>	<b>NEW</b>	<b>YR II-Part 2</b>	19.95	<b>1.87</b>	21.82	23.70	25.57
<b>Grade 3</b>	<b>NEW</b>	<b>YR III-Part 1</b>	20.35	<b>1.91</b>	22.26	24.17	26.08
<b>Grade 3</b>	<b>NEW</b>	<b>YR III-Part 2</b>	20.55	<b>1.93</b>	22.48	24.41	26.34

Company appointed Charge Hands, Lead Hands and Group Leaders shall be paid a premium equal to 7%, 5%, and 3%, respectively, of the job rate of the highest classification they lead. Leadhands who normally lead more than 8 employees shall be paid a premium of 6%.

NOTE: Retroactive pay shall only be applied to employees who are actively employed on the date of Ratification.

## SCHEDULE "B" GROUP INSURANCE

1. The Company shall purchase on behalf of the employees the following benefits:
  - I. Life Insurance and AD&D  
Effective December 1, 2002, benefit level of \$40,000; then in Year II to \$45,000 and in Year III 50,000, which is reduced to 50% at 65 years; terminates at earlier of 70 years of age or retirement.
  - II. Extended Health Care  
  
Co-insurance of; 80% of drug coverage or 100% co-insurance if drugs purchased through Medi-Trust and 100% of all other coverage; maximum coverage as allowed under the plan.  
  
Vision Plan- each employee's eligible dependent member of their family shall be reimbursed, upon presentation of a receipt, up to \$155 towards the cost of prescription eyeglasses every 24 months. In Year II the coverage increases to \$160 and Year III to \$170.
  - III. Dental Plan  
  
Co-insurance of 80%/60% of Basic/Major coverage respectively; current ODA Fee Schedule; and maximum of \$1,500 per year. Orthodontia coverage for employee's dependent children is 50% co-insurance to a lifetime maximum of \$1,500.
  - IV. Weekly Indemnity  
  
1<sup>st</sup> day of accident or hospitalization– 4<sup>th</sup> day of illness – 66.67% of weekly earnings to EI maximum benefit for up to 17 weeks.
  - V. Long Term Disability  
  
Benefit is 67% of monthly earnings to a maximum of \$2,500 with 119 day elimination period; payments offset by WSIB and full CPP benefits which are summarized in the booklets distributed to the employees.
2. The premium for the above mentioned benefits, except for weekly indemnity, are 100% paid by the Company. The premiums for weekly indemnity are 80% paid by the Company.



## SCHEDULE “C” COMPANY PENSION & SAVINGS PLAN

The Company and Employees fund a pension plan and savings plan, more fully described in the plan documents, as follows:

I. Each employee may contribute up to their legal limit into a Registered Retirement Savings Plan (RRSP).

II. The Company currently matches up to 4.0% of an employee’s contribution to the RRSP. The Company contributions are placed into a registered pension plan. The matching will increase as follows:

Year II up to 4.25%

Year III up to 4.50%

SCHEDULE A1 – CLASSIFICATIONS

<u>Grade</u>	<u>Classifications</u>
10	General Helper
9	Electric Wiring/Assembly C Drill Press Operator Shipping B Stock/Receiving B
8	Certified Brazier Spinner Helper Maintenance Helper Service Parts Shipping A Electric Wiring/Assembly B Grinder/Polisher C Punch Press Operator Cut-Off Saw Operator Stock Receiving A
7	Inspector B General Welder Grinder/Polisher B Machine Operator Certified Welder Operator Shear Operator
6	CNC Laser/Turret/Punch Press Operator CNC Lathe/Milling Operator Grinder/Polisher A Electric Wire/Assembly A General Machinist B Certified Welder Inspector A Hand Spinner B NC Press Brake Operator NC Punch Press Operator Welder/Assembler Robotic Polisher Set-up Operator
5	CNC Lathe/Milling/Programmer Operator CNC Laser Turret/Programming Operator General Production Operator General Machinist A Hand Spinner A Welder/Fitter Hydraulic Power Spinner C Maintenance Mechanic C
4	Tool & Die Maker Welder/Fitter/Assembly Maintenance Mechanic B Hydraulic Power Spinner B
3	Hydraulic Power Spinner A

Maintenance Mechanic A  
R & D Technician

LETTER OF UNDERSTANDING No. "1"

RE: SEVERANCE PAY

BETWEEN

CLEVELAND RANGE LTD.

AND

UNITED STEELWORKERS OF AMERICA

Employees who are severed from the Company shall be paid no less severance pay than in accordance with the 1996 Employment Standards Act of Ontario.

Duly Executed by the Parties:

SIGNED ON BEHALF OF THE COMPANY

SIGNED ON BEHALF OF THE UNION

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LETTER OF UNDERSTANDING NO. "2"

RE: SUMMER STUDENTS

BETWEEN

CLEVELAND RANGE LTD.

AND

UNITED STEELWORKERS OF AMERICA

The Company and the Union agree to the employment of Summer Students under the following provisions:

1. Summer Students shall only be employed by the Company during the period of May 1<sup>st</sup> to September 30<sup>th</sup>.
2. The Company shall not be permitted to hire Summer Students if there are bargaining unit employees on layoff.
3. Summer Students will not accumulate seniority during their period of employment and shall not have any recall or bumping rights.
4. Summer Students shall not be eligible to receive Group Insurance or Pension Benefits during their term of employment.
5. Summer Students shall not be required to pay initiation fees to the Union. However, they will pay union dues as per Article 6 of this Agreement.
6. Summer Students shall be paid not less than the starting rate in Schedule "A".
7. Summer Students shall not be asked to work overtime unless permanent employees in the classification in which the student is assigned are unwilling or unable to work.

Duly Executed by the Parties:

SIGNED ON BEHALF OF THE COMPANY

SIGNED ON BEHALF OF THE UNION

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<b>Table of Wages as of 01/28/03</b>						
<b>Dept</b>	<b>Emp.</b>	<b>Last / First Name</b>	<b>Hire Date</b>	<b>Present Classification</b>	<b>Grade</b>	<b>Current Rate</b>
2	351	<b>DUCHARME, N.</b>	6-Oct-86	<b>NC PRESS BRAKE OPER. LH.</b>	6	<b>22.80</b>
2	630	CAO, H.	26-Apr-90	CNC LAZER/TURRET OPERATOR	6	18.96
2	642	<b>TRAN, K.</b>	22-May-90	<b>CNC LAZER/TURRET PROGR. OP. GL</b>	5	21.38
2	813	NGUYEN, K. H.	20-Jul-94	CNC LAZER/TURRET PROGR. OP.	5	20.76
2	974	NEALE, W.	26-Oct-98	NC BRAKE PRESS OPERATOR	6	18.96
2	997	<b>WHITEWAY, R.</b>	8-Mar-99	PUNCH PRESS OPERATOR	8	15.85
2	1010	AMIRTHASIVAM, A	19-Apr-99	MACHINE OPERATOR	7	17.35
2	1015	MOHAN, A, R.	3-May-99	NC BRAKE PRESS OPERATOR	6	18.96
2	1016	NGUYEN, L.T.	10-May-99	CNC LAZER/TURRET OPERATOR	6	18.96
3	134	<b>BROOMFIELD, O.</b>	24-Oct-77	<b>WELDER/FITTER LH</b>	5	<b>24.88</b>
3	157	RAGHUNATH, M.	8-Dec-80	WELDER/FITTER	5	<b>23.50</b>
3	163	LAPPS, J.	26-Jan-81	WELDER/FITTER	5	<b>22.09</b>
3	182	RAMOUTAR, T.	30-Jun-81	WELDER/FITTER	5	<b>22.09</b>
3	358	ZAKKAK, A.	26-Oct-86	WELDER/FITTER	5	<b>20.91</b>
3	383	NGUYEN, D.	11-May-87	WELDER/FITTER	5	20.76
3	530	DALEY, R.	19-Sep-88	WELDER/FITTER	5	<b>23.50</b>
3	607	PHO, N.	13-Feb-90	CERTIFIED BRAZER	8	<b>16.85</b>
3	651	OCCHIONERO, G.	23-Jul-90	WELDER/FITTER	5	<b>21.47</b>
3	843	GOULBOURNE, C.	27-Feb-95	CERTIFIED BRAZER	8	15.85
3	851	KRISHNARAJ, D.	3-Apr-95	WELDER/FITTER	5	20.76
3	884	PONTEROSSO, E.	21-Jun-95	WELDER/FITTER	5	20.76
3	990	<b>ROGERS, J.</b>	22-Feb-99	CERTIFIED BRAZER	8	15.85
4	146	CALA, L.	9-Feb-81	WELDER/FITTER	5	<b>24.16</b>
4	164	SHMULIK, R.	16-Feb-81	WELDER/FITTER	5	<b>22.88</b>
4	836	SAMUDA, H.	22-May-90	ELE. WIR. /ASSEMBLY A	6	18.96
4	762	CLARKE, B.	15-Jun-92	CERTIFIED WELDER	6	<b>19.82</b>
4	766	<b>TRAN, A.</b>	30-Jun-92	<b>WELDER/FITTER LH</b>	5	<b>23.33</b>
4	806	ANDREW, F.	11-Jul-94	CERTIFIED WELDER	6	18.96
4	812	<b>POWELL, A.</b>	11-Jul-94	CERTIFIED WELDER	6	<b>18.44</b>
4	1021	VAN, HAO	12-May-99	GENERAL WELDER	7	17.35
4	1040	CAMPUZANO, H.	05-Jul-99	GENERAL WELDER	7	17.35
4	1039	MENDOSA, N.	05-Jul-99	ELE. WIR. /ASSEMBLY B	8	15.85
4	1096	<b>GYASI-SARPONG KWAME</b>	22-Apr-02	GENERAL WELDER	7	<b>16.37</b>
4	1101	<b>ADOMAKO, HONNIE</b>	15-Jul-02	GENERAL WELDER	7	<b>16.37</b>

4	1100	<b>MENSAH, JOSEPH</b>	15-Jul-02	GENERAL WELDER	7	<b>16.37</b>
5	112	<b>LAKHANPAL, A.</b>	18-Jun-79	<b>GRINDER/POLISHER A LH</b>	6	<b>23.94</b>
5	165	WIESER, J.	2-Mar-81	GRINDER/POLISHER A	6	<b>22.57</b>
5	231	TAHORI, B.	30-Apr-84	GRINDER/POLISHER B	7	17.35
5	246	MALEGANOUSKI, I.	2-Jan-85	GRINDER/POLISHER A	6	<b>21.66</b>
5	326	<b>CHAUDHRY, L.</b>	10-Feb-86	ROBOTIC POLISHER OPER.	6	<b>20.17</b>
5	638	PATEL, I.	11-Jul-90	GRINDER/POLISHER B	7	17.35
5	770	KHAN, A.	10-Nov-92	GRINDER/POLISHER A	6	<b>20.00</b>
5	811	ENNIS, A.	11-Jul-94	GRINDER/POLISHER A	6	18.96
5	832	SINGH, H.	5-Dec-94	GRINDER/POLISHER A	6	18.96
5	846	CHEEMA, E.	27-Mar-95	GRINDER/POLISHER A	6	18.96
5	849	DAR, M.	27-Mar-95	GRINDER/POLISHER A	6	<b>19.04</b>
5	871	<b>BHINDER, S.</b>	29-May-95	GRINDER/POLISHER A	6	<b>17.35</b>
5	908	OWAISI, Q.	19-Sep-95	GRINDER/POLISHER A	6	18.96
5	910	GILL, J.	25-Sep-95	GRINDER/POLISHER B	7	17.35
5	948	SATTAR, A.	8-Dec-97	GRINDER/POLISHER B	7	17.35
5	953	MIAN, S.	02-Feb-98	GRINDER/POLISHER B	7	17.35
5	962	BUTT, M.	15-Jun-98	GRINDER/POLISHER B	7	17.35
5	996	<b>SYED, A.</b>	8-Mar-99	ROBOTIC POLISHER OPER.	6	18.96
5	1018	HUYNH, H.	13-May-99	GRINDER/POLISHER B	7	17.35
5	1019	KARUNA, G.	17-May-99	GRINDER/POLISHER B	7	17.35
5	1024	RAKULAN, S	7-Jun-99	GRINDER/POLISHER B	7	17.35
5	1075	<b>GHEORGHITA ADRIAN</b>	22-May-01	GRINDER/POLISHER B	7	17.35
5		<b>ALLEN, EVERAL</b>	13-Jan-03	GRINDER/POLISHER B	7	<b>14.40</b>
6	108	<b>WILLIAMS, L.</b>	4-Oct-77	<b>ELE.WIR./ASSEMBLY A LH</b>	6	<b>23.62</b>
6	123	MORALES, M.	9-Aug-78	ELE. WIR. /ASSEMBLY B	8	15.85
6	190	MURRAY, H.	14-Sep-81	ELE. WIR. /ASSEMBLY A	6	<b>20.40</b>
6	248	AKHTER, H.	8-Jan-85	ELE. WIR. /ASSEMBLY A	6	18.96
6	380	BRIGGS, L.	13-Apr-87	ELE. WIR. /ASSEMBLY A	6	<b>19.66</b>
6	727	NICASTRO, G.	26-Nov-91	ELE. WIR. /ASSEMBLY A	6	18.96
6	1004	GILLEN FAN, N.	29-Mar-99	ELE. WIR. /ASSEMBLY A	6	18.96
6	1080	BANGASH, AMIR	30-Jul-01	ELE. WIR. /ASSEMBLY B	8	15.85
6	1111	<b>PHAN, HUNG (JAMES)</b>	5-Nov-02	ELE. WIR. /ASSEMBLY B	8	<b>14.79</b>
7	263	LEDDY, L.	19-Aug-85	STOCK/RECEIVING A	8	<b>16.59</b>
7	752	<b>QUINTAL, M.</b>	2-Mar-92	<b>STOCK/RECEIVING A / SHIPPING LH</b>	8	<b>17.72</b>
7	820	MARTINS, J.	25-Aug-94	STOCK/RECEIVING A	8	15.85
7	942	WHITE, J.	14-May-97	STOCK/RECEIVING A	8	15.85
7	1029	MAC, K.	7-Jun-99	STOCK/RECEIVING A	8	15.85
7	1087	<b>KHALIQ, ABDUL</b>	7-Aug-01	STOCK/RECEIVING A	8	<b>14.93</b>
7		<b>ALMEDIA, CARLOS</b>	13-Jan-03	STOCK/RECEIVING A	8	<b>14.26</b>

7	1093	DIRVARIU CAROL	25-Feb-02	STOCK / RECEIVING A	8	15.32
7	1105	PHARWALA, KULDIP	15-Jul-02	STOCK/RECEIVING A	8	15.32
8	187	MEYTHALER, G.	9-Sep-81	CNC LATHE/MILLING OPERATOR	6	19.84
8	243	PARENTE, G.	5-Nov-84	CNC LATHE/MILLING OPERATOR	6	18.96
8	269	REMM, R.	9-Sep-85	MACHINE OPERATOR	7	15.85
8	517	CANZIO, A.	3-Apr-88	TOOL & DIE MAKER / LH	4	24.05
8	695	BARBOSA, A.	6-Aug-91	GEN. MACHINIST A	5	20.76
8	701	VU, V.	30-Sep-91	CNC Lathe/Milling Programmer Op. GL	5	22.42
8	784	LAM, P.	31-May-93	CNC Lathe/Milling Programmer Op. GL	5	22.42
8	859	LUONG, T.	17-Apr-95	CNC LATHE/MILLING OPERATOR	6	18.96
8	901	TRAN, H.	18-Sep-95	CNC LATHE/MILLING OPERATOR	6	18.96
8	958	MOYSE, C.	30-Mar-98	MACHINE OPERATOR	7	15.85
8		MEYTHALER, JAMES	7-Oct-02	DRILL PRESS OPERATOR	9	13.50
8		HOANG, THANH HUNG	4-Nov-02	CUT SAW OPERATOR	8	14.79
9	130	RUPRECHT, L.	28-Aug-61	INSPECTOR A	6	21.65
9	220	DUCHARME, C.	26-Dec-83	INSPECTOR B	7	17.35
9	818	BRIGGS, G.	29-Jul-94	INSPECTOR B	7	17.35
9	881	PROKOPOWICH, S.	12-Jun-95	INSPECTOR B LH	7	18.30
9	972	MARTINEZ, G.	31-Aug-98	INSPECTOR B	7	17.35
9	1002	SANKAR, D.	29-Mar-99	ELE. WIR. /ASSEMBLY B	8	15.85
10	537	EVANS, N.	30-May-89	MACHINE OPERATOR	7	17.87
10	605	OPOKU-SEREBOUR, K	7-Feb-90	CERTIFIED WELDER	6	19.50
10	749	ENNIS, E.	5-May-93	HAND SPINNER B	6	18.44
10	781	CHEEMA, I.	14-May-93	HYD.POW/SPINNER A LH	3	24.68
10	840	BUTT, J.	22-Feb-95	MACHINE OPERATOR	7	17.35
10	929	OKYERE-DARKO, K.	23-Feb-95	HAND SPINNER B	6	18.96
14	585	RUPRECHT, R.	6-Nov-89	MTC. MECHANIC C LH	5	
14	710	ROBBINS, J.	4-Nov-91	MTC. MECHANIC C	5	21.63
14	730	IONESCU, N.	2-Dec-91	MTC. MECHANIC B	4	22.69
15	816	FILIP, N.	25-Jul-94	ELE. WIR. /ASSEMBLY A LH	6	19.91
15	956	CLARKE, D.	25-Feb-98	ELE. WIR. /ASSEMBLY B	8	15.85
15	1081	SINGH, HARPAL	30-Jul-01	ELE. WIR. /ASSEMBLY B	8	15.85
15	1084	CEN, XING (DENNIS)	30-Jul-01	ELE. WIR. /ASSEMBLY B	8	15.85
15	1104	KHALIL, USMAN	15-Jul-02	ELE. WIR. /ASSEMBLY B	8	15.32
15	1103	AUDETTE MICHAEL	15-Jul-02	ELE. WIR. /ASSEMBLY B	8	15.32
15		NASIR ,ZAKIR	6-Jan-03	ELE. WIR. /ASSEMBLY B	8	14.26
16	254	MILIC, R.	8-Apr-85	ELE. WIR. /ASSEMBLY B	8	18.37
16	774	FUTORIANSKI, A.	3-Feb-93	WELDER/FITTER	5	21.35
16	780	TANG, N.	13-May-93	WELDER/FITTER	5	20.76
16	807	LAM, S.	11-Jul-94	WELDER ASSEMBLER	6	20.59



16	835	<b>SHAFIQ, K.</b>	6-Feb-95	<b>WELDER/FITTER LH</b>	5	22.01
16	861	<b>HODGE, A.</b>	24-Apr-95	CERTIFIED WELDER	6	<b>18.44</b>
16	866	KOSTKA, J.	1-May-95	WELDER/ASSEMBLER	6	<b>20.59</b>
16	870	PETROVIC, D.	29-May-95	WELDER/ASSEMBLER	6	<b>20.59</b>
16	952	BUJOREAHU, D.	02-Feb-98	GENERAL WELDER	7	17.35
16	1072	<b>PATEL, ISMAIL</b>	7-May-01	GENERAL WELDER	7	17.35
16	1089	SELLATHURAI, GUNASEELAN	20-Aug-01	GENERAL WELDER	7	17.35
16	1102	<b>GAMAZO, CARLOS</b>	15-Jul-02	GENERAL WELDER	7	<b>16.37</b>
16	1107	<b>DU, WEICHENG</b>	23-Jul-02	GENERAL WELDER	7	<b>16.37</b>
16		<b>KHAI, VUONG</b>	20-Jan-03	GENERAL WELDER	7	<b>14.40</b>
16		<b>LESNIAK, JOHN</b>	20-Jan-03	GENERAL WELDER	7	<b>14.40</b>
17	934	CHEEMA, Z.	18-Nov-96	GRINDER/POLISHER B	7	17.35
17	943	CVETKOVIC, A.	15-May-97	GRINDER/POLISHER B	7	17.35
17	950	ARCIERI, M.	26-Jan-98	GRINDER/POLISHER B	7	17.35
17	984	PRIETO, E.	25-Jan-99	GRINDER/POLISHER B	7	17.35
17	991	<b>TOLBINI, L.</b>	22-Feb-99	<b>GRINDER/POLISHER B L/H</b>	7	18.39
17	1020	BOCIAN, L.	12-May-99	GRINDER/POLISHER B	7	17.35
17	1031	GROSSI, J.	7-Jun-99	GRINDER/POLISHER B	7	17.35
17	1086	<b>BUTT, RASHAD</b>	30-Jul-01	GRINDER/POLISHER B	7	16.35
17	1085	<b>DAQUIOAG, CESAREO</b>	30-Jul-01	GRINDER/POLISHER B	7	<b>16.35</b>
17	1098	<b>SELLADURAI, RAMESH</b>	29-Apr-02	GRINDER/POLISHER C	8	<b>15.32</b>
18	862	MASTER, A.R.	25-Apr-95	GENERAL WELDER	7	17.35
18	941	MBULE, E.	13-May-97	GENERAL WELDER	7	17.35
18	999	HUSSAIN, D.	16-Mar-99	GENERAL WELDER	7	17.35
18	1007	MOHAMED, A.	07-Apr-99	GENERAL WELDER	7	17.35
18	1011	ISLAM, A.	19-Apr-99	GENERAL WELDER	7	17.35
18	1013	BROUSSEAU, R.	26-Apr-99	GENERAL WELDER	7	17.35
18	1042	SHERAZI, M.	05-Jul-99	GENERAL WELDER	7	17.35
18	1053	<b>GRABOWSKI, M.</b>	1-Nov-99	<b>GENERAL WELDER L/H</b>	7	18.39
18	1078	RAHMAN, TOUHIDUR	03-Jul-01	GENERAL WELDER	7	17.35
18	1088	<b>ESTEPA, ALAN EDUARDSON</b>	13-Aug-01	GENERAL WELDER	7	16.35
61	394	BELCOURT, G.	2-Aug-87	R & D TECHNICIAN	3	24.82