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EFF.	97	02	03
TERM.	00	02	02
N. OF EMPLOYEES	100		
NUMBRE D'EMPLOYÉS	100		
<i>W. Bentley</i> Collective Agreement			

-between-

Castlegate Canada, Inc.
(d.b.a. Premdor Entry Systems)

- and -

Local Lodge 2243 and District Lodge 717

International Association of Machinists

and Aerospace Workers

February 3, 1997

- to -

February 2, 2000

11/1/2001

11/1/2001

ARTICLE	INDEX TITLE	PAGE
1	Purpose	1
2	Recognition	2
3	Union Security and Check Off	3
4	Management Rights	4-5
5	No Strikes or Lock Outs	6
6	No Discrimination	7
7	Representation	8-9
8	Grievance Procedure	10-12
9	Arbitration	13
10	Discharge and Disciplinary Procedure	14
11	Seniority	15-18
12	Job Posting	19-21
13	Copies of Agreement	22
14	Bulletin Boards	23
15	Leave of Absence	24
16	Health and Safety	25-27
17	Temporary Transfer	28
18	Bereavement	29
19	Jury Duty	30
20	Hours of Work and Overtime	31-33
21	Reporting for Work and Callback	34
22	Paid Holidays	35
23	Vacations	36-37
24	Benefits	38-39
25	Wages and Classifications	40-41
26	Employee Records	42
27	Meetings	43
28	Layoff and Recall	44
29	Federal and Provincial Law	45
30	Tool Allowance	46
31	New Technology	47
32	Interpretation and Clarification Letters	48
33	Pension Plan	49-50
34	Period of Agreement	51
	Letter of Intent	52
	Job Classification Change	53
	Notice	

Article 1

1.01 Purpose

Whereas the parties agree that it is mutually beneficial and desirable to arrange and maintain fair and equitable earnings, labour standards, wage rates and working conditions to obtain efficient operations with a trained, service oriented work force, to protect and maintain safety and to provide a consistent process for the adjustment of disputes which **may** arise between the parties hereto.

Therefore the Company and the Union agree as follows:

Article 2

2.01 Recognition

The company recognizes the Union, its designated agents and representatives, its successors and/or assigns as the sole and exclusive Collective Bargaining Agent on behalf of all the employees of the Company within the Bargaining Unit as hereinafter defined, with respect to wages, hours of work and all other items of this Agreement or conditions of employment.

2.02 This Agreement shall apply to all employees of CASTLEGATE Canada Inc. (D.B.A. Premdor ~~Energy~~ Systems) in the City of Mississauga, Ontario, save and except supervisors, persons above the rank of supervisor, office and sales staff and students employed during the school vacation period.

- 2.03**
- a) Persons excluded from the bargaining unit shall not perform the work of the employees in the bargaining unit.
 - b) This will not prevent non-bargaining unit employees from working:
 - i) ~~In~~ instruction and training of employees;
 - ii) ~~In~~ experimental or development work, or on new equipment or product for the period of time required to approve for release to production unless specifically outlined in this agreement.
 - iii) In emergencies which call for immediate action to safeguard health and welfare, or prevent damage to equipment, product or machines.

Article 3

3.01 Union Security and Check Off

All present employees who are Union members in good standing shall maintain their membership and every new employee, upon completion of the probationary period, shall join the Union and remain a member of the Union in good standing as condition of continued employment with the Company.

- 3.02**
- a) The Company agrees, during the term of this agreement to deduct from the wages of each employee in the bargaining unit an amount equal to the regular authorized Union dues and assessments and to remit to the Financial Officer of the Union the moneys deducted, along with a list of names of the employees, their SIN, and current address and phone number for whom deductions were made and the amounts so deducted.
 - b) It is agreed that the above mentioned Union dues and assessments shall be certified by the Financial Officer of the Union, the employees shall remit a signed deduction authorization form to the Company.
 - c) The above mentioned dues shall be deducted on a monthly basis and remitted with the assessment worksheet to the designated Financial Officer of the union not later than the fifteenth (15th) day of the following month.
- 3.03** Upon written notification from the Union, the Company agrees to deduct back dues from employees.

Article 4

4.01 Management Rights

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 and suspend employees and to discipline or Discharge any employees for just cause provided that a claim by an employee who has acquired seniority that he has been discharged or disciplined without just cause may be the subject of a grievance and dealt with as hereinafter provided;
- c) May, alter from time to time, and enforce, reasonable rules and regulations to be observed by the employee provided such rules are not inconsistent with the terms and provisions of the Agreement.
- d) Determine the nature and kind of business conducted by the Company, the kinds and locations or plant equipment and material to be used, the control of materials and parts, the methods and techniques of work, the content of jobs, the schedules of productions, the number of employees to be employed, the extension, limitation, curtailment or cessation of operations, or any part thereof, and to determine and exercise all other functions and prerogatives which shall remain solely with the Company except as specifically limited by the express provisions of this Agreement.

4.01 cont'd

- e) The Company agrees that it will exercise these functions consistent with and in accordance with the provisions of this Agreement.

Article 5

5.01 No Strikes or Lock-Outs

In view of the orderly procedure established by this Agreement for the settling of disputes and handling of grievances, the Union agrees that, during the lifetime of this Agreement, there will be no **strike**, slowdown or stopping of or interference with work, either complete or partial, and the Company agrees that there will be no lock-out of employees.

5.02 The terms “strike” and “lock-out” shall be as defined in the Ontario Labour Relations Act.

5.03 If a bargaining unit employee is required to perform off site duties they will not be required to cross a legally established picket line.

Article 6

6.01 No Discrimination

There shall be no discrimination, intimidation or coercion by the Company, the Union or its members against any employee, based on any of the prohibited grounds set out in the Ontario Human Rights Code.

6.02 The Company will not interfere with, restrain or coerce the employees covered by this Agreement because of membership in, or legal activity on behalf of, the Union.

6.03 The company will not discourage or attempt to discourage membership in the Union or attempt to encourage membership in another Union.

6.04 The Company will not discriminate in respect to hire, tenure of employment or any term or condition of employment against any employee covered by this Agreement because of membership in or legal activity on behalf of the Union.

6.05 It is agreed that every employee of the Company has the right to work in a non-discriminatory work environment. The parties to this end **will** endeavor to ensure that **all** employees shall be treated with equal respect.

Article 7

7.01 Representation

The Company recognizes the right of the Union to appoint a Plant Committee consisting of one (1) steward for every twenty-five (25) employees or greater portion thereof, of which one Steward to be appointed Chief Steward, selected from employees in the bargaining unit for the purpose of assisting employees in processing grievances. Employee, Steward and Company may assist in resolving other employee/employer relationship matter. Notwithstanding the above it is agreed that each shift is to contain a minimum of one (1) steward, if multiple stewards are on a shift they must be within separate departments. In order to be eligible, an employee must have completed his probationary period. The Union shall keep the Company informed in writing of the names of stewards and the effective date of appointment.

7.02

The Union acknowledges that stewards have regular duties to perform on behalf of the Company, and that a steward will not leave such duties without permission from his supervisor, which permission shall not be unreasonably withheld. The steward will represent employees in his assigned departments only and will only represent employees of other department(s) if their regular steward is not available. If it is essential for a steward to enter a department or other area other than his own, he must first report to the supervisor of that department, before contacting any employee. With this understanding the Company agrees that the steward and/or the grievor(s) shall not suffer any loss of pay during working hours for time spent in connection with processing grievances concerning this Agreement with members of management. Such time shall not exceed thirty (30) minutes per grievance, time spent at actual meetings as established in the Grievance Procedure will not be included in the time specified above.

- 7.03** For the purpose of meeting with Company representatives to negotiate contract changes, a committee of not more than the number of stewards at the time notification to bargain has been executed, will be designated from employees by the Union, plus a paid official of the Union. Employee members of the negotiating committee will not lose pay for the time spent during regular scheduled working hours attending scheduled meetings with the Company representatives, up to conciliation. Payment shall be limited to three (3) committee members for up to four (4) meetings unless mutually agreed otherwise.
- 7.04** The union shall appoint and the Company shall recognize two (2) members of the Bargaining Unit to serve on the Joint Health and Safety Committee. Two (2) representatives of the Company shall also serve on this committee.
- 7.05** All grievances shall be dealt with and settled during working hours unless mutually agreed otherwise.
- 7.06** The parties agree to conduct their own regularly scheduled training sessions for the sole purpose of providing proper instructions to insure the professionalism of management and union representation.
- 7.07** Notwithstanding the above a Bargaining Unit member shall be entitled to have their steward present during any discussion with a member of management if such discussions will be utilized in respect to discipline.
- 7.08** At any meeting between the Company and the Union, the Union shall be entitled to equal representation in numbers with the Company representatives and at no time less than two (2) people.
- 7.09** The Company agrees to allow the Union to supply and maintain a filing cabinet on the Company premises to be utilized by the Union Shop Committee and Safety Committee. Further the Company is relieved of any liability regarding the above said cabinet.

Article 8

8.01 Grievance Procedure

The purpose of this article is to establish procedures for discussion, processing and settlement of grievances. Both parties shall endeavor to settle the complaint at Step #1 of the following procedure.

8.02 Step #1 - Verbal Stage

The employee or employees, or his/their steward on his/their behalf shall discuss the complaint with his immediate supervisor within seven (7) working days of the date the grievor becomes aware of the incident or should have become aware of the incident giving rise to the complaint. The immediate supervisor shall render his verbal decision within five (5) working days. The Grievor shall specify the nature of the grievance, including a statement of the facts relied upon, and indicate the relief sought.

Step #2 - Written Stage

Should the employee or employees be dissatisfied with the verbal decision of the Grievance at Step #1, the grievance shall be formalized as a written grievance. The employee or employees, or his/their steward on his/their behalf shall file a written grievance with their immediate supervisor within five (5) working days of the verbal decision on a form supplied by the Union. The supervisor shall meet with the Grievor and the Grievors shop steward and shall answer the written grievance in writing within five (5) working days of such meeting. The written grievance shall specify the article or articles and subsections of the Agreement of which the violation is alleged if applicable, contain a statement of the facts relied upon, indicate the relief sought and be signed by the employee or employees and the shop steward. Notwithstanding, it is agreed that the Union will not be specifically limited to the text of the Grievance in future discussions to resolve the issue including arbitration.

8.02 cont'd

Step #3

Should the employee or employees be dissatisfied with the disposition of the written grievance, the grievance may be referred to the Plant Manager who will conduct a meeting to discuss and attempt to resolve the grievance within five (5) working days. The meeting will consist of, but not limited to, the Plant Manager, the immediate Supervisor, the Grievor and the Chief Steward. The Plant Manager shall answer the grievance in writing within five (5) working days. The grievance must be filed with the Plant Manager within five (5) working days after receipt of the immediate Supervisor's written reply.

Step #4

If no settlement is reached through Steps #1, #2, or #3, the grievance may be tabled for discussion and action at the next Plant Committee/Management meeting. At the request of either party the Union's Business Representative or his/her designate may be present at this meeting. Further, it is agreed that at the request of either party any witness who may assist in the settlement of the grievance may be present at this stage. The Plant Manager shall answer the grievance in writing within five (5) working days. If the grievance is not settled within five (5) working days it may be referred to arbitration as hereinafter provided.

- 8.03** The Union or the Company may initiate a policy grievance beginning at Step #3 of the Grievance Procedure. Such grievance shall be filed within ten (10) working days of the date the Union or Company becomes aware of the incident or should have become aware of the incident giving rise to the complaint and be in the form prescribed in Step #2. Any such grievance maybe referred to arbitration under Article 9 by either the Union in the case of a Union grievance or the Company in the case of a Company grievance.

8.04 Any complaint or grievance which is not commenced or processed by the Union through the next stage of the Grievance or Arbitration Procedure within the time specified shall be deemed to have been dropped. Any complaint or grievance which is not commenced or processed by the Company through the next stage of the Grievance or Arbitration Procedure within the time specified shall be deemed to be forfeited by the Company. However, time limits specified in the Grievance Procedure may be extended by mutual agreement in writing between the Company and the Union. Extensions of time limits will not be unreasonably denied.

Article 9

9.01 Arbitration

Any grievance not settled to the satisfaction of the Grievor, including any question as to whether a matter is arbitratable, either party may, after exhausting the Grievance Procedure established by this Agreement, notify the other party in writing of its desire to submit the difference or allegation to arbitration. It is agreed that a grievance shall be considered as referred for Arbitration upon written notice by the party making the referral to the other. In the case of a Union grievance, such notification shall be within fifteen (15) working days of the date of the Union's 1st local lodge meeting held after the Company's reply at Step #4. In the case of a Company grievance, such notification shall be within fifteen (15) working days of the Union's reply at Step #4.

9.02 Within a maximum of thirty (30) days after the Notice of Intent to arbitrate has been given, the parties or their representatives may agree on a sole arbitrator to hear the matter. If the parties or their respective representatives fail to agree on a sole arbitrator, the appointment shall be made by the Minister of Labour for the Province of Ontario. The Arbitrator shall hear and determine the difference or allegation and shall issue a decision and the decision shall be final and binding upon the parties and upon any employee affected by it subject to the normal right of judicial review.

9.03 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.

9.04 Each of the parties hereto will bear one-half (1/2) the expenses of an arbitrator.

9.05 The arbitrator shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify or amend any part of this Agreement.

Article 10

10.01 Discharge and Disciplinary Procedure

- a) An employee who is discharged or suspended, or his steward on his behalf, may file a grievance at Step #3 of the Grievance Procedure within seven (7) working days after said discharge or suspension.
- b) An employee who is warned, suspended or discharged shall be given the right to have a steward with him while such disciplinary action is being taken by the Company.

10.02 If it is determined and agreed that the Company or the Union shall implement any agreed decision between the Parties reached through the grievance procedure or the decision of an Arbitration in the manner of and in accordance with the decision.

10.03 It is agreed that an employee suspended or terminated by the Company shall be entitled to a meeting with their Shop Steward or Chief Steward before leaving the plant for a maximum of ten (10) minutes at a place designated by the Company.

Article 11

11.01 Seniority

- a) An employee shall acquire seniority status after sixty (60) regular scheduled days worked from their date of hire, during which time he shall be regarded as a probationary employee. Upon completion of their probationary period, the employee shall acquire seniority status with his seniority date effective as his last actual date of hire. During the above noted probationary periods, an employee's continued employment shall be at the sole discretion of the Company notwithstanding any rights for that employee provided elsewhere in this Agreement. Further, the Company agrees that any disciplinary action against a probationary employee will not be in an act of bad faith or in a discriminating manner.
- b) In order to eliminate discrepancies which may occur during the course of a layoff or recall, it is agreed that those employees whose seniority date is the same will be laid off or recalled in alphabetical order of last name.
- c) It is agreed that for layoff purposes the Union Negotiating Committee, while operative, shall have top seniority. The term, while operative, shall be from the time the Company is notified of the Unions intent to begin negotiations as outlined in Article 34 up to and including the signing of the new Collective Agreement.

11.02 The Company agrees to introduce all new employees to the Shop Steward in the employee's department provided the Steward is available.

11.03 Seniority shall be maintained and accumulated during:

- a) Absence due to layoff, to a maximum time equal to the length of their seniority as of the date of layoff with a minimum of one (1) year.

11.03 cont'd

- b) Sickness or accident, to a maximum of thirty-six (36) months;
- c) Authorized leave of absence;
- d) Maternity leave in accordance with Employment Standards Act.

11.04 Seniority once established for an employee shall be forfeited and the employee's employment shall be deemed to be terminated under the following conditions:

- a) If he voluntarily quits;
- b) If he retires or is retired;
- c) If he is discharged for just cause and not reinstated through the Grievance or Arbitration Procedure; or by any other means mutually agreed to in writing by the parties.
- d) If he fails to report for duty after a layoff in accordance with Article 11.06.
- e) If on layoff longer than a period equal to the length of their seniority as of the date of layoff with a minimum of one (1) year.
- f) If he is absent from work for three (3) consecutive working days without notifying the company with a valid reason.
- g) If he is absent from work for more than thirty-six (36) months due to accident or illness.
- h) If he fails to report for duty within three (3) working days after leave of absence in accordance with Article 15.

- 11.05** The Company shall maintain a Seniority list of all bargaining unit employees showing the employees name, hiring date and current job classification for the plant, a copy of which shall be posted for employees inspection and a copy shall be provided to the Union. This list shall be updated every three (3) months.
- 11.06** When recalling any employee after layoff, he shall be notified by registered mail or telegram and allowed five (5) working days to report to work from the date of receipt of notification and, in the meantime, if an employee is recalled and is not immediately available for work, other employees in seniority standing shall be recalled but shall be temporarily employed until the senior employee reports within the five (5) working day period as outlined. An employee to whom a registered letter or telegram is sent in accordance with this Article must contact the Company within forty-eight (48) hours of receipt of the notice of return to work if he wishes the Company to hold the job open for him for the full five (5) working day period. It shall be the employee's responsibility to keep the Company notified as to any change of his address or telephone number so that they will be kept up-to-date at all times. An employee who refuses temporary recall as referred to above shall still maintain their regular rights of recall.
- 11.07** Any Supervisor or member of Management who has previously held seniority within the Bargaining Unit and is transferred back to the Bargaining Unit shall return as a new employee with a hire date effective upon his return to the Bargaining Unit.
- 11.08** It is agreed that for layoff purposes the Chief Steward shall have top seniority.
- Shop Stewards, in the event of a layoff, shall be retained provided that the shift which the Steward(s) represent continues to have employees working it. If a shift is canceled in it's entirety the Steward(s) will not be recognized as such and their regular seniority shall apply.
- 11.09** No employee will be hired while employees are on layoff with recall rights in accordance with Article 28.

- 11.10** The classifications listed in accordance with the provisions of this Agreement shall not be abolished, deleted or combined without prior discussion with the Union. Any employee in the bargaining unit who has been displaced as a result of the abolition, deletion, or combination of job classifications will be retained by the Company for a period of up to three (3) months. The company agrees to place the employee in a suitable job classification when it has determined that the employee is suitably trained. The Company **will** undertake to train the employee, in consultation with the Union, for a position which has at least as equivalent rate of pay as the employee's former position. The Company agrees to enter discussions with the Union within three (3) months of creating a new job classification to reach agreement on assigning wage rate to said classification.
- 11.11** The Company shall notify the Union with a list of all supervisors every three (3) months.

Article 12

12.01 Job Posting

When new jobs are created or when vacancies occur which cannot be filled by repromotion as the result of a prior layoff or recall rights, such jobs will be filled through the Job Posting Procedure.

12.02 A notice will be posted on the designated bulletin board(s) for a period of three (3) full working days, seventy-two (72) hours, excluding Saturdays, Sundays, statutory holidays and plant shutdown periods. Such notice will state the specific job, classification, the number of people required for such posting, the rate for the job, the shift involved and the effective date of the job. The notice shall further specify the location of the forms upon which employees may register their bids for the job. The Company shall set the date of the job.

12.03 Any employee having attained seniority in the Bargaining Unit, if they so desire, may apply for the job within the time the notice was posted by signing the form provided. If no employee who has attained seniority in the Bargaining Unit applies, the job may be afforded to a probationary employee if he were to apply prior to the Company filling the vacancy by hiring from outside.

12.04 Employees with seniority will have the right to place their name on more than one job posting at a time. However, once an employee has been notified as a successful applicant on a posting, his name shall be deemed to have been taken off any other posting which his name appears.

12.05 In filling the job or vacancy, consideration will be given to qualifications, skill and ability. Where the qualifications, skill and ability are relatively equal the job shall be awarded to the more senior bidder. The Company shall provide adequate training and within ten (10) working days the employee may be returned to his prior job classification if found unsuitable for the new job. Notwithstanding the employee shall have the right to

12.05 cont'd

return to his prior job classification within ten (10) working days. If returning to his prior job classification of the Company the Company shall provide to the employee and the Union the reasons for such decision. If returning to their prior job classification by the employee, the employee shall provide the reason for such decision.

- 12.06** A vacancy occasioned by the placing of the successful applicant in the position so posted will be filled by a subsequent posting. Any further resulting vacancies will be filled by a volunteer in accordance with Article 12.05.
- 12.07** Successful bidders shall be notified by the Company within forty-eight (48) hours after the bidding is closed and will subsequently be placed in their jobs in order of seniority.
- 12.08** It is agreed that every attempt will be made to move an employee, who has successfully bid for a job, into that job, within ten (10) working days of the effective date. If, however, the move cannot be made within the specified ten (10) working day period the employee shall, nevertheless, receive the new job rate for the position on the eleventh (11) working day following the date of notification. If, however, the new job rate would be less than the employee's current rate, he would remain at his present rate until he is moved to the new job.
- 12.09** If an employee is absent from work due to vacation leave of absence or sickness, if they desire, may inform the Company in writing prior to or during such leave, of his desire to be considered for any possible vacancies which may be posted. All such requests shall be taken into consideration under the normal Job Posting Procedure providing they can take that job within ten (10) days of the date the posting is over, if successful.
- 12.10** The Company shall copy the **Union** on all job postings showing the names of all applicants.
- 12.11** Any employee who has successfully bid under this Article shall not be entitled to bid on a posted job for four (4) months from the date of his successful bid.

12.12 The Company shall inform the Union of the specific reasons for any job posting prior to the actual **posting** of such opening. If the Company subsequently cancels a job posting they shall inform and discuss with the Union the specific reasons why the posting has been canceled.

Article 13

13.01 Copies of Agreement

The Company and the Union desire every bargaining unit employee to be familiar with the provisions of the Agreement and his rights and duties under it. For this reason, both parties agree to share the cost equally in printing the Agreement and all bargaining unit employees will receive a copy. The source of printing of the Agreement shall be mutually agreed upon.

Article 14

14.01 Bulletin Boards

It is agreed that the Company shall supply and maintain two (2) notice boards in the shop for the Union to post any notices.

Article 15

15.01 Leave of Absence

Upon written application to the Supervisor, the Company may grant leave of absence without pay to employees. The Union shall be advised by the Company of all leaves in excess of one (1) week. Seniority will be accumulated during the period of all authorized leaves of absence.

15.02 An employee representing the Union to attend union conventions, conferences, seminars or meetings shall be granted a leave of absence without pay provided the total time lost from work is no more than twenty (20) working days per person per calendar year. An employee may request and the Company shall consider leave in excess of the above twenty (20) working days.

15.03 Seven (7) working days notice shall be given to the Supervisor prior to the effective date of any such leave. For the purpose of this such leave not more than one (1) employee may be on leave at any one time unless the membership of the Bargaining Unit reaches twenty-five (25) at which such time two (2) employees may be on leave.

15.04 It is further agreed the Company shall grant a leave of absence without pay to a member of the Shop Committee or grievor to meet with the Business Representative or a designated representative of the Union. The Union shall notify the Company in advance of any leave of this nature.

15.05 It is agreed that the Negotiation Committee as recognized in Article 7 shall be granted a maximum of two (2) days leave of absence without pay for the purpose of meeting and preparing for Collective Bargaining Negotiations. Further, it is agreed that the above noted two (2) days will not be taken consecutively.

Article 16

16.01 Health and Safety

The Company and the Union agree that they mutually desire to maintain high standards of safety and health in the plant in order to prevent industrial injury and illness.

16.02 The Union shall assist the Company in carrying out any reasonable accident prevention program.

16.03 The Company and the Union shall abide in all respects with the requirements of the Occupational Health and Safety Act, including the establishment of a Safety Committee comprising of an equal number of Company and Union representatives. The Committee's function will be to promote safety and industrial hygiene in the plant and shall meet on a monthly basis to deal with the appropriate issues.

16.04 All time spent by the Union members of the Safety Committee shall be compensated at their applicable rate for time spent at Safety Committee meetings.

- 16.05**
- a) The Company shall furnish all employees with equipment and supplies to protect employees from injury. Such equipment is to be maintained in good working order to the best of their ability by the employee, worn equipment shall be replaced at no charge.
 - b) The Company shall supply independent lockers to all employees, and suitable lunchroom facilities.
 - c) The Company shall pay eighty three dollars (\$83.00) per employee, per year to any employee who purchases safety shoes. Employees who are covered within the Agreement are required to wear such safety shoes at work. Effectively February 3, 1998 the amount shall be increased to eighty-six (\$86.00) and effective February 3, 1999 the amount shall be increased to ninety (\$90.00) dollars.

16.05 cont'd

- d) The Company shall furnish a supply of protective clothing and/or equipment for use by employees regularly assigned to work in the foam, paint, maintenance, door repair, coil processing or shipping departments or employees who are regularly assigned as door line lead hands. With respect to coveralls, only employees in the areas listed in this Article (with the exception of material handlers and shipping department who are not eligible for coveralls) who sign up on a list will be provided with a pair. The Company shall have the right to make such protective clothing available through an outside service.

16.06 Notwithstanding the Company's obligation under the Worker's Compensation Act; In the event of employees sustaining injuries at work, or becoming affected by occupational diseases during the course of their employment and becoming physically handicapped as a result thereof, every effort will be made by the Company to give the handicapped employees such suitable employment as is available.

16.07 An employee who suffers an injury or illness which is compensable by the Worker's Compensation Board will be paid for the balance of his regular shift on the date of the occurrence. In such circumstances, the Company shall also pay for transportation on the day of the injury to and from the place of medical treatment inclusive to the employees residence if medically necessary. If circumstances require, the Company will also provide proper first aid treatment for the ill or injured employee and, if required, the ill or injured employee will be accompanied by a qualified first aid person. Any ambulance fee, if applicable, will be paid by the Company.

16.08 The Company shall arrange and pay for the cost to ensure at all times there are two (2) members of the Bargaining Unit trained and qualified in proper first aid procedures.

16.09 The Company shall maintain and equip a First Aid Station at a centrally located site within the plant.

16.10 Any plant safety rules and regulations as established shall not be amended during the term of the Agreement except where mutually agreed by the Company and the Union.

Article 17

17.01 Temporary Transfer

It is agreed that no temporary transfer shall be for a period longer than twenty-five (25) working days. Any reason for the transfer which is foreseen to be in excess of twenty-five (25) working days will result in that position being filled in accordance with the Job Posting procedure provided for in Article 12. The Company will not utilize this provision in a manner of multiple transfer (another transfer after the expire of the twenty-five (25) day period for the same situation) to supersede the Job Posting provision, a recall of laid off employees or the hiring of a new employee.

17.02 If an employee is transferred to a lower paying position for a temporary period as described above, they shall maintain the high rate of pay. If an employee is transferred to a higher paying position for a temporary period as described above, they shall receive the higher rate of pay for the period they are temporarily assigned.

17.03 Implementation of the aforementioned temporary assignments or the inability of an employee to perform such temporarily assigned work due to a lack of qualifications or skill will not result in disciplinary action of any nature.

17.04 It is agreed that the employee affected by a temporary transfer will be the least senior employee in the classification from which the transfer occurs from unless it is a transfer to a high paying job and a more senior employee in the classification from which the transfer occurs volunteers for that transfer.

17.05 Notwithstanding the above if the reason for the transfer is a result of absence due to sickness, injury of leave of absence and is foreseen to be longer than twenty-five (25) working days, the job will be filled in accordance with the Job Posting procedure with the understanding that upon the return to work by the employee whose absence was the cause of the opening, the successful applicant on the job posting will return to their original classification.

Article 18

18.01 Bereavement

Employees shall be paid at their regular rates of pay for time lost due to bereavement.

18.02 In case of the death of a spouse, such bereavement will be for five (**5**) days. In the case of the death of a son or daughter, such bereavement will be for three (**3**) days. In the case of the death of a father, mother, sister, or brother, such bereavement will be for twenty (**20**) days. Similarly, in the case of the death of a son-in-law, daughter-in-law, father-in-law, mother-in-law, sister-in-law, brother-in-law, grandparent, grandchildren, step parent or legal guardian, the employee will be entitled to the day of the funeral off if they attend the funeral.

18.03 Further, it is agreed that the Company will not unreasonably deny an extension to any of the above leaves without pay.

Article 19

19.01 Jury Duty

During the time an employee is absent and serving jury duty, Crown Witness, is subpoenaed as a witness or is summoned as a witness, the company will make up the difference, if any, between the jury pay, Crown Witness pay or any pay received under subpoena or summons, and the employee's straight time wages, provided the employee furnishes the Company with a statement from the court, with regard to pay received and hours spent on jury duty, Crown Witness, or while subpoenaed or summoned.

19.02 In applying the foregoing, it is understood that if any employee is called for **such** duty, responds to call, and loses time, but is not accepted for jury service, the employee will be paid by the Company only for such time lost at his straight time rate.

19.03 Further the employee shall provide to the Company a copy of a subpoena or summons as soon as is possible to assist in arranging for the appropriate time off.

Article 20

20.01 Hours or Work and Overtime

Overtime shall be distributed equally amongst employees consistent with their ability to perform the job.

- 20.02**
- a) The Company agrees to give notice of overtime as far in advance as practicable. Overtime shall be offered by seniority (commencing with the most senior employee) among those employees working in the department in which the overtime normally occurs. Overtime shall be on a voluntary basis.
 - b) **Saturday Overtime (July 1 through October 31)**
During the period from July 1 through October 31 of each year, the Company may require employees to work an overtime shift on a Saturday if a sufficient number of qualified volunteers cannot be enlisted. If the Company requires employees to work an overtime shift on a Saturday during the July 1 through October 31 period these employees will be selected starting with the most junior employees who can perform the available work to acceptable standards.

20.03 A verbal commitment to work overtime by an employee shall deem that that period will then be considered as a scheduled work period and any absenteeism not substantiated by an acceptable reason may be addressed by the Company accordingly.

- 20.04** All hours of overtime worked by an employee shall be compensated in the following manner:
- 1) Monday to Friday (inclusive)
One and one-half (1-1/2) times their regular hourly rate for all hours worked in excess of forty (40) hours.
 - 2) Saturday
One and on-half (1-1/2) times their regular hourly rate for all hours worked.

20.04 cont'd

3) Sunday
two (2) times their regular hourly rate for all hours worked.

20.05 a) A normal work week shall consist of five (5) eight (8) hour days Monday to Friday inclusive. The regular day shift hours will commence at 7:30 a.m. and end at 4:00 p.m. The regular afternoon shift hours will commence at 3:45 p.m. and end at 12:15 a.m. The regular night shift hours will commence at 11:30 p.m. and end at 8:00 a.m.
b) Any changes in the above hours of work, including starting times, shall be made by mutual agreement between the Company and the Union.

20.06 A one half (1/2) hour unpaid lunch period shall be provided mid shift.

20.07 A rest period of fifteen (15) minutes shall be provided during the first half of each regularly scheduled shift and another fifteen (15) minutes shall be provided during the second half of each regular scheduled shift. All employees must be at their station and working at the end of their scheduled breaks. The Company agrees to discuss and give notice of any change to scheduled breaks as far in advance as practicable.

20.08 No employee shall perform any work before the starting time of their shift, nor after the completion of their shift, nor during the agreed breaks, unless such time is specifically authorized by the Company.

20.09 Wages for actual hours worked shall be paid to all employees by cheque on the employee's last regular scheduled shift for the previous week's work.

20.10 Employees required to change shifts shall be given at least five (5) working days notice of the requirements to change from one shift to another.

- 20.11** It is agreed that employees required to work shifts shall be assigned in accordance with seniority. The least senior employees will be required to staff an afternoon or midnight shift unless a more senior employee volunteers. **A** senior employee who accepts an afternoon or midnight shift must remain on that shift for a minimum of three (3) months.
- 20.12** Employees on the afternoon shift shall be paid a shift premium of fifty cents (\$0.50) per hour. Employees on the midnight shift **shall** be paid a shift premium of seventy cents (\$0.70) per hour.
- 20.13** Lateness of up to five (5) minutes on any one shift or a total of fifteen (15) minutes during any pay period shall not be deductible. **All** employees are required to be at their work station at the start of their shift.
- 20.14** Employees enlisted by the Company to work four (4) or more hours of overtime with less than eight and one-half (8-1/2) hours notification shall be provided a five dollar (\$5.00) meal allowance.

Article 21

21.01 Reporting for Work and Call Back

An employee who reports for work at his regular starting time and if for reasons beyond the control of the Company, (i.e.; fire, flood or any act of God) there is no work available that they would regularly perform shall be given at least four (4) hours work on another job. They shall be paid at the applicable wage rate for either their own job or that to which they are assigned, whichever is the greater. If no work is available at all the employee shall receive four (4) hours pay at the applicable rate. To qualify for payment under this provision, employees must have their current address and telephone numbers on file with the Company.

21.02 Employees who are called back to work after clocking out after the completion of their shift shall be paid the greater of the following:

- a) Four (4) hours pay at straight time rates.
- or
- b) One and one-half (1-1/2) times rate for all hours worked.

Article 22

22.01 Paid Holiday

Eligible employees covered by this Agreement shall be paid at his regular hourly rate for the day of observance of the holidays as stated herein.

22.02 Such holidays covered by this Agreement and paid in accordance with 22.01 above will be as follows:

Good Friday	Victoria Day
Canada Day	Civic Holiday
Labour Day	Thanksgiving Day
Christmas Day	Boxing Day
New Years Day	
1/2 day floater during Christmas period	

22.03 An employee required to work on any of the above-named holidays shall receive two (2) times his rate of pay for actual time worked on such holiday, in addition to his holiday pay.

22.04 When one of the observed holidays falls on a Saturday or Sunday, that holiday shall be observed on the following Monday.

22.05 If any of the above statutory holidays fall within an employees scheduled vacation period, they shall receive an extra days vacation with pay in addition to his vacation pay.

Article 23

23.01 Vacations

It is agreed that vacation pay will be paid by July 31st of each year. However, if an employee schedules and takes his vacation prior to July 31st, he shall be entitled to receive his vacation pay prior to leaving on that vacation.

23.02 Vacation pay shall be paid on a separate cheque from any other wage or monies due to the employee.

23.03 An employee who leaves the Company's employment at a time when an unused period of vacation stands to his credit, will be paid the appropriate amount in lieu of vacation calculated to the day of his leaving the Company.

23.04 Should the Company decide that there will be a plant shutdown for the vacation period, the dates of the shutdown shall be posted prior to April 1st of the vacation year. The company will make every endeavor to have the vacation plant shutdown during the school break months.

23.05 Vacation pay shall be based on an employee's gross pay, which shall include the following:

- a) previous year's vacation pay
- b) all regular hours actually paid for when worked.
- c) all overtime hours actually paid for when worked.
- d) Bereavement pay.
- e) Jury duty pay (Company's portion only.)
- f) Financial settlement of a grievance.
- g) Holiday pay
- h) Shift premium.

23.06 In determining an employees seniority for vacation purposes July 1st shall be the designated date each year.

23.07 An employee's vacation pay and the length of vacation will be determined on the following basis:

<u>Seniority</u>	<u>Length of Vacation</u>	<u>Vacation Pay</u>
Less than 1 Year	1 Day per month seniority to a maximum of 10 days	4%
1 year to 5 years	2 weeks	4%
6 years to 10 years	3 weeks	6%
11 years to 15 years	5 weeks	10%
Over 20 years	6 weeks	12%

Article **24**

24.01 Benefits

The Company will pay one hundred percent (100%) of the full cost to provide coverage under such group benefits as outlined herein unless otherwise specified for eligible employees and their dependents. Full cost shall include any cost incurred by an employee or their dependents for the completion of any claim forms or documentation which may be required by the Carrier.

24.02 Eligible dependent is as follows:

- a) Employees spouse or common law spouse if under the age of 65 years, and your dependent children who are over 24 hours old but under the age of twenty-two (22) years (twenty-five (25) years if attending school on a full time basis). Your common law spouse is eligible if you have lived together for a maximum of one (1) year and you have publicly presented your lives as husband and wife. The employee is responsible for notifying the Company forthwith in writing regarding any change (or additions) to the benefit coverage status.

24.03 The Company agrees to provide the Union with a copy of Master Policy which may exist between the Company and Insurance Carrier.

24.04 The Company will pay one hundred percent (100%) of the full cost to provide coverage for the following:

- a) Drug Prescription Plan.
- b) Life Insurance \$25,000.00
- c) Dependent Life Insurance \$10,000.00
- d) Accidental Death Disbursement \$50,000.00

- 24.05** The Company will pay one hundred percent (100%) of the premium cost of a weekly indemnity plan, providing for payment of sixty percent (60%) of wages to the UIC maximum payable from the first (1st) day on hospitalization, forth (4th) day on non-compensable accident and the eighth (8th) day illness for a maximum period of fifteen (15) weeks. Effective February 3, 1998 the benefit for illness is payable on the fifty (5th) day.
- 24.06** The Company shall pay fifty percent (50%) of the premium cost of the Group Dental Plan for all employees who elect to be so covered. Participation by an employee to be on a voluntary basis only.
- 24.07** Effective April 1, 1998 the Company will pay the premiums on an insurance policy for vision care for employees who have completed their probationary period and their dependents as defined in the policy of insurance: \$100.00 every 24 months. Effective April 1, 1999: \$130.00 every 24 months.
- 24.08** The Company shall provide to all employees and the Union a benefit booklet outlining details of all benefits covered by Article 24.

Article 25

25.01 Wages and Classifications

Employees in the bargaining unit shall be paid no less than the following rates:

Effective February 3, 1997 all employees on the active payroll of the Company as of the date of ratification shall receive an increase of fifty cents (\$0.50) per hour over their current rate of pay.

Effective June 2, 1997 the following classification schedule shall be implemented.

<u>Classification</u>	<u>Job Description</u>	Effective <u>June 2/97</u>	Effective Feb 3/98	Effective Feb 3/99
Group A1	Certified Trades (or equiv. experience)	20.65	21.12	21.59
Group A2	Maintenance	14.09	14.56	15.03
Group A3	Machine Oper. #1	13.09	13.56	14.03
Group B	Painter Assembler Shipper Door Repair	12.90	13.37	13.84
Group C1	Machine Oper. #2 Material Handler	12.60	13.07	13.54
Group C2	Machine Oper. #3	12.29	12.76	13.23

Job descriptions have been added solely for the purpose of clarification and does not represent a classification group.

Employees whose rate of pay on February 3, 1997 is reduced by the June 2, 1997 classification reorganization will not have their rate of pay reduced by virtue of such reclassification.

25.01 cont'd

Any such employee will also receive the February 3, 1998 increase of forty-seven cents (**\$0.47**) per hour and the forty-seven cents (**\$0.47**) per hour increase effective February 3, 1999. Any such employee will not maintain the rate protection if they **are** laid off, demoted, or if they successfully apply for a job vacancy.

25.02 An employee within the bargaining unit shall receive the top wage rate upon the completion of their probation period based on the following schedule:

a) Group A - \$1.00 per hour less than the contract rate for the first three (3) months within the specific job classification.

b) Group B&C-\$0.50 less than the contract rate for the first three (3) months within the specific job classification.

25.03 Lead hands shall be appointed at the discretion of the company and shall be paid one dollar (\$1.00) per hour above the rate for the wage group to which they are assigned to lead. It is understood that all Lead Hands **shall** receive this premium regardless of their current wage rates.

This amount shall be increased to one dollar and ten cents (\$1.10) per hour effective February 3, 1998 and to one dollar and twenty cents (\$1.20) per hour effective February 3, 1999.

25.04 It is agreed that employees shall perform work within their own job classification except while on temporary transfer.

25.05 When new and/or revised classifications are created, the Company and the Union shall promptly negotiate to the end that such jobs are properly classified. In the event the Company and the Union are unable to agree upon the proper classification and rate of any new job, the matter shall be referred to arbitration **as** provided in this agreement.

Article 26

26.01 Employee Records

Employee records of any employee shall, when required by that employee, be available to such employee. The records may only be viewed by the employee in the presence of their immediate Supervisor.

26.02 The company agrees that the disciplinary warning or action shall be identified as expired on the following basis:

- a) For the 1st offense - after five (5) months
- b) For subsequent offenses - after eight (8) months

26.03 The Company and the Union agrees that forms of disciplinary warning or action in violation of safety standards shall remain on an employees record for a period of twelve (12) months.

26.04 The Company shall copy the Union on **all** forms of disciplinary warnings or action taken against an employee.

Article 27

27.01 Meetings

Employees requested to attend meetings called by the company shall be paid at the applicable rate of pay for such time spent.

27.02 Training or educational meetings, conducted by the Company after normal working hours, for which attendance is on a voluntary basis, shall be paid at the applicable rate of pay for such time spent if attended by the employee.

27.03 It is agreed that representatives of the company and the Shop Committee with a representative of the International Union shall meet on a monthly basis (unless otherwise mutually agreed) to deal with outstanding Labour/Management issues and/or any grievances properly brought through the grievance procedure to this stage.

Article 28

28.01 Layoff and Recall

For the purpose of layoff and recall seniority shall be the sole governing factor with such seniority being on a plant-wide basis (as long as the employee is willing to perform such duties as assigned.)

28.02 The Company shall notify the Union of any layoff prior to notifying the affected employees and agree to copy the Union on all layoff notices.

28.03 In the event of a temporary layoff, the Company shall give employees involved at least three (3) days notice of layoff or pay in lieu thereof.

28.04 Notwithstanding 28.03 above, in the event of layoff, the Company shall give employees involved notice to conform with the Employment Standards Act of Ontario or any other applicable legislation.

28.05 Any employee who is transferred to another job or reclassified due solely to the effect of a layoff shall be entitled in order of seniority, if work is available, to transfer back to the job or classification from which he was removed.

28.06 An employee on layoff shall retain recall rights for a period equal to the length of their seniority as of the date of layoff with a minimum of one (1) year.

Article 29

29.01 Federal and Provincial Law

Any provisions of this Agreement which are now or in the future in conflict with the present or future provisions of Federal or Provincial laws, including Orders-in-Counsel shall technically become null and void.

Article 30

30.01 Tool Allowance

The Company agrees to provide and maintain all tools needed and used during the course of production, except in the case of employees employed in the Group A1 or A2 classification.

30.02 In case of the Group A1 and A2 classification the Company agrees to provide any special tools required for specific equipment procedures within the shop. Further, the Company agrees to replace any regular tools supplied by an employee in these classifications if such tools are damaged or broken while on the job by that employee.

Article 31

31.01 New Technology

When new technology is introduced that employees affects the work functions of Bargaining Unit employees, both parties will meet to discuss the matter prior to the introduction of such new technology in an effort to reach a mutual agreement that will ease the impact of any such change.

31.02 Employees in the classification affected by the introduction of new technology will, on a seniority basis, when practical, be given such training as may be necessary to perform the changed work function and will suffer no reduction in wages as the result of such change.

31.03 If there is any dispute between the parties with respect to wages and/or classification such dispute may be pursued by the Union through the grievance procedure, however, the changed work will be performed by the employees affected at the current wage rates while the dispute is corrected through the grievance procedure.

31.04 Any resulting increase in the wages will be retroactive to the date of the introduction of such new technology.

31.05 In the event a reduction in the workforce results from the introduction of technological change, the company will consult with the Union in an effort to determine which employees will be reduced taking into consideration seniority and qualifications. Disputes as to the appropriateness of who is reduced may be pursued by the union through the grievance procedure.

Article 32

32.01 Interpretation & Clarification Letters

Any letters of intent which are drawn up to clarify, interpret or amend this Agreement shall be signed and approved by the Chief Steward, the International Representative for the Union and two Senior members of management for the Company or their designate. Any letters of intent which do not bear these four **(4)** signatures of approval shall be null and void and shall not constitute part of this Agreement.

Article 33

33.01 Pension Plan

The Company agrees to make payments to the I.A.M. Labour - Management Pension Fund (Canada) for each employee performing work in a job classification covered by this Collective Agreement.

33.02 For each hour or portion thereof for which an employee receives pay, the Company shall make a contribution of ten cents (\$0.10) to the above named Pension Fund, but not more than four dollars (\$4.00) per week for any one employee (40 x hourly rate).

Effective February 3, 1998, for each hour or portion thereof for which an employee receives pay, the Company shall make a contribution of thirteen cents (\$0.13) to the above named Pension Fund, but not more than five dollars twenty cents (\$5.20) per week for any one employee (40 X hourly rate).

Effective February 3, 1999, for each hour or portion thereof for which an employee receives pay, the Company shall make a contribution of sixteen cents (\$0.16) to the above named Pension Fund, but not more than six dollars forty cents (\$6.40) per week for any one employee (40 X hourly rate).

33.03 For purposes of this Article, each hour paid for, as well as hours of paid holidays and other for which pay is received by the employee, in accordance with the Collective contributions are payable.

33.04 Contributions for a new, probationary and full-time employee are payable from the first day of employment.

33.05 The payments to the Pension Fund shall be made to the I.A.M. Labour-Management Pension Fund (Canada) which was established in Canada under the Trust Agreement dated February 1, 1970 and has been signed by the Company and the Union.

- 33.06** The Pension Plan adopted by the Trustees of the said Pension Fund shall at times conform with the requirement of the Pension Benefits Standards Act and the Income Tax Act so as to enable the Company at all times to treat contributions to the Pension Fund as deduction ~~for~~ Federal income tax purposes.
- 33.07** All contributions shall be made at such time and in such manner as the Trustees require; and the Trustees shall have the authority to have an independent Certified Public Accountant audit the payroll and wage records of the Company for the purpose of determining the accuracy of contributions to the Pension Fund.
- 33.08** If the Company shall fail to make its contributions to the Pension Fund by the fifteenth day of the following month and such default shall continue for thirty (30) working days, the Company shall be liable for all expenses incurred in enforcing payment of contribution, including reasonable attorney's fees and arbitration fees.
- 33.09** The parties further acknowledge that no other agreement between the Company and the Union regarding pensions or retirement is in effect or will be effective during the period covered by the said Collective Agreement without the written consent of the I.A.M. Labour Management Pension Fund (Canada). Signed copies of any renewal or extension agreements will be promptly furnished to the Pension Fund Office and, if not consistent with this Agreement, can be used by the Trustees as the basis for termination of participation of the Company.
- 33.10** It is understood and agreed by both parties that by virtue of the Company's participation in the above mentioned Union Pension Plan, the Company is relieved of all obligations regarding the payment of Pension benefits arising out of the above noted Plan.

34.01 Period of Agreement

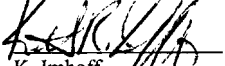
- a) This Agreement signed this 3rd day of April, 1997 shall become effective on February 3, 1997 and shall remain in effect for a period of three (3) years through to February 2, 2000 and, thereafter, on a yearly basis, unless the other party written notice of its intention or desire to modify or to terminate this Agreement. Such written notice must be served upon the other party no more than ninety (90) days and in less than thirty (30) days prior to the expiration date of this Agreement.
- b) It is further agreed that negotiations shall begin within two (2) weeks after the above written notice has been served unless mutually agreed.

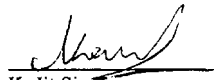
Signed this 3rd day of April, 1997.

For the Union:

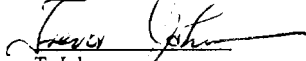
For the Company:


 G. Hynes
 Directing Business Representative


 K. Imhoff
 V.P. & General Manager


 K. Jit Singh
 Negotiating Committee


 Colin Kidd
 Plant Manager


 T. Johnson
 Negotiating Committee

Letter of Intent

Participation Agreement

Unless the Company receives legal advise to the contrary, The Company will sign the Participation Agreement relating to I.A.M Labour-Management Pension Fund, no later than three (3) weeks from the signing of a new Collective Agreement.

Job Classification Change Notice

Current Classification Job Description	New Classification Effective June 2, 1997
Group A - Maintenance	Group A 2
Group A- Head Shipper	Group B
Group B - Assistant Shipper	Group B
Group B - Foamer	Group A3
Group Ci - Press/Coil Line Operator	Group A3
Group Cii - Prehung Assembly	Group B
Group Cii - Cut Out Operator	Group C1
Group Cii - Door Assembler	Group B
Group Cii - Painter	Group B
Group Cii - Material Handler	Group C1
Group Ciii - Sills	Group C2
Group Ciii - Wood Shop	Group C2
Group Ciii -Side Lite Assembler	Group B
Group Ciii - General Helper	Group C2