

# **Collective Agreement**

This collective agreement made and entered into this **13<sup>th</sup>** day of January, **2005**.

Between:

Garland Commercial Ranges Limited,  
[Hereinafter called the “Company”]

-And-

Labourers’ International Union of North America, Local 506  
[Hereinafter called the “Union”]

**EXPIRING SEPTEMBER 30<sup>TH</sup>, 2008**

## INDEX

		Page
Article 1	Recognition .....	3
Article 2	Relationship .....	4
Article 3	Duration .....	4
Article 4	Desire to Amend .....	4
Article 5	Union Security .....	4
Article 6	Management Function .....	5
Article 7	Strikes & Lockouts .....	6
Article 8	Representation .....	6
Article 9	Grievance Procedure .....	7
Article 10	Arbitration .....	8
Article 11	Discharge .....	9
Article 12	Seniority .....	9
Article 13	Loss of Seniority .....	10
Article 14	Temporary Transfer .....	11
Article 15	Hours of Work & Overtime .....	11
Article 16	Holidays .....	13
Article 17	Vacation .....	15
Article 18	Wage Schedule .....	16
Article 19	Health, Welfare & Pension .....	17
Article 20	Safety Boots .....	19
Article 21	Coveralls .....	19
Article 22	Rest Period .....	20
Article 23	Payment of Wages .....	20
Article 24	Reporting to Work .....	20
Article 25	Injury Allowance .....	20
Article 26	Jury Duty .....	21
Article 27	Leave of Absence .....	21
Article 28	Bereavement Pay .....	21
Article 29	Union Label .....	21
Article 30	Protective Clause .....	21
Article 31	Deduction of Union Dues .....	21
Article 32	Non-Seniority Group .....	22
Article 33	Technological Change .....	24
Article 34	Severance Pay .....	24
Appendix "A"	October 2004 .....	25
Appendix "A"	October 2005 .....	27
Appendix "A"	October 2006 .....	29
Appendix "A"	October 2007 .....	31
Appendix "B"	Non Seniority Benefits .....	33
Hiring Schedule	New Permanent Employees .....	34
Letter of Understanding	Vertical Integration .....	35
Letter of Intent	.....	36
Letter of Understanding	Outsourcing .....	37
Letter Of Understanding	Training .....	37
Letter Of Understanding	Security Cameras .....	37
Letter of Understanding	Non-Seniority Group .....	37
Letter of Understanding	Appendix "B" .....	38

## **Collective Agreement**

This collective agreement made and entered into this 13<sup>th</sup> day of **JANUARY, 2005.**

Between:

Garland Commercial Ranges Limited,  
[Hereinafter called the "Company"]

-And-

Labourers' International Union of North America, Local 506  
[Hereinafter called the "Union"]

### **ARTICLE 1 - RECOGNITION**

- 1.01 The company recognizes the Union as the exclusive Collective Bargaining Agent for all matters arising under this Agreement for all employees of the Company, located in the Region of Peel, Province of Ontario, save and except foremen and persons above the rank of foremen, office clerical, and sales department staffs, students employed during summer vacation period and persons employed less than twenty-four (24) hours per week. The following limitations apply:
- a) Students to be limited to the period May 1 to September 15 and the week of Christmas school break and the mid-winter school break.
  - b) Ratio of students and non-seniority employees inclusive to permanent employees will be no more than 1 to 5.
  - c) Students will not be used to reduce the permanent work force.
  - d) Students may work overtime if members of the Bargaining Unit are offered the overtime and refuse same.
  - e) In the event of layoff, students and persons employed twenty-four (24) hours per week or less must be laid off first before permanent employees are laid off.
- 1.02 Any person in the above, excluded departments wishing to become or remain a member of the Union, shall not be discriminated against by reason of such membership.

## **ARTICLE 2 -RELATIONSHIP**

- 2.01 The Company and the Union agree that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practiced by either of them or their representatives or members because of an employee's membership or non-membership in the Union.
- 2.02 The Union agrees that there will not be any Union activities or business conducted on the premises of the Company except as permitted by this Agreement.
- 2.03 The Union agrees that Labourers' International Union of North America, Local 506 is a branch thereof, chartered by, and in good standing with it, and acknowledges its responsibility to the Company for the acts of the Local, its officers, agents and representatives pertaining to this Agreement or breach thereof as fully as though such acts were its own acts.

## **ARTICLE 3 -DURATION OF AGREEMENT**

- 3.01 This Agreement shall be effective from the 1<sup>st</sup> day of October 2004, hereinafter set out until and including the 30<sup>th</sup> day of September, 2008.

## **ARTICLE 4 - DESIRE TO AMEND**

- 4.01 Should either Party desire to change, add to, amend or terminate this Agreement, written notice to that effect will be given within a period of ninety (90) days prior to the termination date of this Agreement and the Parties hereto agree to meet and bargain in good faith within ten (10) days of receipt of such notice.
- 4.02 Should the notice not contain proposed changes for a new Agreement in writing, then such proposals shall be submitted not less than thirty (30) days' prior to the termination date of this Agreement. If no such notice is given, this Agreement shall be automatically renewed and remain in force from year to year after the original expiry date.

## **ARTICLE 5 – UNION SECURITY**

- 5.01 All employees under this Agreement, as a condition of employment, shall become and remain members of the Union during the life of this Agreement.

For the purpose of this Agreement, membership in this Union shall be deemed to mean the payment of the initiation fee and regular monthly dues, as specified in this Agreement.

## ARTICLE 6 - MANAGEMENT FUNCTIONS

6.01 The Union acknowledges and agrees that the Company shall continue to reserve all of the rights, power and authority to manage its plant and business and to direct the working forces, without restricting the generality of the foregoing, the exercise of such rights by the Company shall include but not be limited to:

- a) Maintain order, discipline and efficiency
- b) To hire, direct, discharge, classify, transfer, lay-off, recall and suspend or otherwise discipline employees except that a claim by an employee that he has been discharged, improperly classified, transferred, laid-off or not recalled without just cause may be the subject of a grievance and dealt with in accordance with the grievance procedure.
- c) To make, enforce and revise from time to time rules and regulations relating to discipline, safety and the general conduct of the employees; provided that such rules and regulations are not inconsistent with the terms of this Agreement. A formal reprimand shall be done in the presence of the Shop Steward unless the employee requests otherwise.
- d) To determine the number of personnel required from time to time, the standards of performance of employees, the schedules of work, including the schedules of overtime work to be performed, schedules of vacations, the services to be performed and methods, procedures, machinery and equipment in connection therewith, the engineering and designing of products, the control of materials and parts to be incorporated in the products to be produced, and the extension, limitation, curtailment or cessation of operations.
- e) In the event the vacation shutdown is eliminated, the Company shall inform the Union no later than March 1<sup>st</sup>. In the case of no shutdown, vacations will be scheduled and approved by April 30<sup>th</sup>. Preference is to be based on the employees' seniority.

6.02 The Company agrees that these functions will not be exercised in a manner inconsistent with the terms of this Agreement.

6.03

- a) A written warning issued to an employee shall not be considered in a chain of progressive discipline after the employee has achieved a period of twelve (12) consecutive months free of discipline commencing from the date of the written warning.
- b) A warning of suspension shall not be considered in a chain of progressive discipline after the employee has achieved a period of twenty-four (24) consecutive months free of discipline, commencing from the date of the suspension.

## ARTICLE 7- STRIKES AND LOCKOUTS

7.01 During the term of this Agreement neither the Union nor its agents, the local officers or its representatives, shall authorize, instigate, take part in or condone, nor shall any employee or employees take part in any action against the Company, such as a strike, sit-down, interference with the orderly operation of the Company. Any violation of this provision by an employee or employees may be cause for disciplinary action. The Company agrees that during the life of this Agreement, there shall be no lockout.

## ARTICLE 8 - REPRESENTATION

8.01 The Business Representative of the Union shall have access to the plant during working hours, but in no case, shall his visits interfere with the progress of the work. When visiting the Plant, he will first advise the Human Resources Department or other supervisory personnel of the Company.

### *Labour Management Committees:*

8.02 There will be one Labour / Management Committee for Kamato and Brevik consisting of seven (7) members, five (5) from Kamato and two (2) from Brevik. One of the seven (7) shall be designated as Chief Steward. Each member of this committee shall have at least one (1) year's seniority with the Company and shall be a regular, permanent employee of the Company during their time of office. The said Committee will cooperate with the Company in the administration of this Agreement. One member of the Labour Management Committee shall be an employee from the afternoon shift.

The Labour / Management Committee will meet at least once per month and minutes of the meetings will be posted on the bulletin boards, and a copy will be given to each Shop Steward [within one week of the meeting].

8.03 The names of the Chief Steward and members of the Committee from time to time selected, shall be given to the Company in writing and the Company shall not be required to recognize any such steward or committee man until it has been notified in writing by the Union of the name of same.

8.04 The Company understands to advise employees coming within the jurisdiction of this Agreement of changes in Supervisory staff as they occur, by posting for a period of two (2) weeks, the names on the Company bulletin boards.

8.05 The Union undertakes to secure from its officers, stewards and members their co-operation with the Company and with all persons representing the Company in a supervisory capacity.

8.06 The Company undertakes to secure from its supervisory personnel their co-operation with all business representatives and all persons representing the union in an official capacity as stewards, members of the Labour Management Committee or members of the Negotiating Committee.

8.07 No discrimination shall be shown against any steward, Negotiating Committee/Health and Safety Representative for carrying on his duties, but in no case shall his duties

interfere with the progress of the work. The Union agrees that the Stewards have their regular duties to perform on behalf of the Company and they will not leave their regular duties without first receiving permission from their Supervisor/Manager. Such permission will not be unreasonably withheld.

- 8.08 It is agreed that for the purpose of Collective Bargaining, a Negotiating Committee comprising of six (6) permanent employees; four (4) from Kamato and two (2) from Brevik, one of the six (6) shall be from the afternoon shift and may be appointed by a representative of the Union. The activities of the Negotiating Committee will not interfere unduly with the progress of the work of the Company. It is agreed that the Negotiating Committee will provide reasonable across-the-board representation for the two plants.
- 8.09 A Joint Health and Safety Committee will be established at each plant. There will be three (3) employees on the Committee at the Kamato plant and two (2) employees on the Committee at the Brevik plant. These Committees are to meet once a month and minutes of their meetings are to be posted on bulletin boards.

The Company will consider any recommendations made by the joint Health and Safety Committees and will submit a response within thirty (30) days of receipt of the recommendations.

- 8.10 When a discipline meeting occurs, an employee has the right to request the presence of a Steward, and if requested, it is understood that the meeting will not proceed until a Steward is present. This provision does not apply to counseling.

## **ARTICLE 9 - GRIEVANCE PROCEDURE**

- 9.01 Should any difference arise between the Company and any of its employees or the Union as to the interpretation, application, administration or alleged violation of the provisions of this agreement, an earnest effort shall be made to settle same in the following manner. Complaints of employees shall be adjusted as quickly as possible, and it is understood that a complaint shall not be considered a grievance until the employee has first given his Supervisor/Manager an opportunity to adjust the complaint. If an employee has a complaint, he shall discuss it with his Supervisor/Manager, with the Steward present, within three (3) working days' after the circumstances giving rise to the complaint, and failing settlement, it may then be taken as a Grievance within three (3) working days' thereafter on the following basis:

### **Stage One**

The Grievance shall be submitted in writing to the Company within three (3) working days' of the alleged grievance, and the Supervisor/Manager shall give his answer within three (3) working days. Should the employee or the Union feel that this grievance has not been satisfactorily settled, THEN:

## **Stage Two**

The Chief Steward, the Business Representative and not more than two (2) employees of the Bargaining Unit shall, on behalf of the employees, present the grievance in writing to the Director- Manufacturing Service or his delegate, who shall discuss the matter with such Committee and give its decision no later than seven (7) days after written presentation has been given to it. If satisfactory settlement of the grievance is not reached, it may then be dealt with by Arbitration.

- 9.02 At the Second Stage of the Grievance procedure, other Company representative or senior officials of either the Company or the Union who are not employees of the Company, may be present at the request of either.
- 9.03 Should any grievance not be submitted within the time limits specified, it shall be considered to have been settled on the basis of the Company's reply to the grievance. If no written answer has been given to the grievance within the time limits specified above, the employee shall be entitled to submit the grievance to the next stage, including arbitration. The parties may, however, extend the time to the next stage, including arbitration. The parties may, however, extend the time limits in the grievance or arbitration procedures by mutual agreement in writing.
- 9.04 The Union shall have the right to lodge a grievance with the Company relating to any Company policy. The grievance shall first be presented in writing to the Company and a meeting will be held within one (1) week between representatives of the Company and the Union and the grievance shall be answered in writing by the Company within one (1) week of such meeting. However, this provision shall not be used to defeat the purpose of the normal grievance procedure set out above.
- 9.05 If final settlement of any grievance is not completed within fifteen (15) working days after the answer was given in the Second Stage and if the grievance is one which concerns the interpretation, administration or alleged violation of the agreement, the grievance may be referred by either party to Arbitration, as provided in Article 10 below.

## **ARTICLE 10 - ARBITRATION**

- 10.01 Where a difference arises between any of the Parties hereto relating to the interpretation, application or administration of this Agreement, including any questions as to whether a matter is arbitrable, either of the parties may, after exhausting the grievance procedure described above, notify the other party in writing of its desire to submit the difference or allegation to arbitration. The party wishing to refer the matter to arbitration must do so within five (5) days of the decision in Stage Two. The party shall within ten (10) days after receiving notice of the Referral to Arbitration, advise the notifying party whether it is agreeable to any of the three suggested names. If the other party cannot agree to any of the three names, it shall within ten (10) day period, provide its own list of three names of arbitrators to whom it would agree. If the parties cannot agree, then either party may apply to the Ministry of Labour for the appointment of an arbitrator.



10.02 The fees and expenses of the Chairman shall be born one-half by the Employer. Any other costs or expenses in connection with such arbitration shall be borne by the party which incurs them.

#### **ARTICLE 11 - DISCHARGE**

11.01 A claim by an employee who has completed his probationary period that he has been discharged without reasonable cause, shall be treated as a grievance if a written statement of such grievance is lodged with the Vice President – Operations, or his delegate, within five (5) days after the employee is discharged and the first stage of the Grievance Procedure will be omitted in any such case.

11.02 Such special grievances may be settled under the Grievance and Arbitration Procedures by:

- (a) Confirming the employee's dismissal;
- (b) Reinstating the employee with full compensation for the time lost, or;
- (c) By any other arrangements which are reasonable within the opinion of the confirming parties.

#### **ARTICLE 12 - SENIORITY**

12.01 During the first sixty (60) working days of employment with the Company, a permanent employee shall be considered a probationary employee and on qualifying his seniority will date back to the last time of hiring. During his probationary period, a permanent employee shall be subject to all provisions of this Agreement, save and except the grievance procedure in the event of his discharge.

12.02 In the event that the first sixty (60) working days of employment with the Company are interrupted by a lay-off, the employee, if re-hired within a period equal to his former service with the Company, shall receive credit for the number of calendar days previously employed by the Company.

12.03 Any lay-off of the permanent employees by the Company shall be carried out in the order of Company-wide seniority so long as it does not prevent the Company from maintaining an adequate work force of permanent employees who are capable of performing the current workload. Where the permanent employee is capable to perform the work to be done, then seniority shall be the deciding factor. In reducing staff within either Plant, the junior displaced permanent employee will displace the most junior employee, if any, in the other plant whose job he is capable of performing.

12.04 Should a permanent employee claim that he is capable of doing the work, a minimum one (1) week trial period will be given. The Company will be the sole judge provided that it will not act in an arbitrary manner in making its decision. The Company agrees to inform the employee of its decision immediately after the trial period is over. It is agreed that any evaluation of the employee will not be made by a lead hand or member of the bargaining unit.

- 12.05 In the case of lay-off, employees affected will receive three (3) days' advance notice. When a permanent employee quits a job, he shall give the Company one (1) hour's notice. In the case of termination of employment, as defined under the Employment Standards Act, 2000, the notice as required in the Act, shall be given.
- 12.06 Permanent employees who are laid off will retain their full seniority for a period equal to their length of service or eighteen (18) months, whichever is shorter. Recalls from lay-off shall be order of Company-wide seniority, provided the employee has the necessary qualifications and ability to perform the work currently required.
- 12.07 Preferential seniority shall be given to each Shop Steward and provided he is able to perform the work, he shall be one of the last two (2) employees retained by the Company.
- 12.08 The seniority of all permanent employees in the Bargaining Unit shall be set forth in a list showing the employees' names and dates of hire. The company will submit to the Union an up-to-date list of permanent and non-seniority employees and their seniority classifications every May and November during the life of this agreement.
- 12.09 There will be labour management co-operation committees of the parties. The Committee will meet, as required, but at least once a month. The committee will not have the authority to amend the Collective Agreement but may make recommendations to the parties for consideration.
- 12.10 When two or more employees commence work on the same day, the procedure for establishing their relative seniority shall be as follows:
- a) The employee who signed the Company's application form for employment first shall be senior.
  - b) When two or more employees have signed the Company's application form on the same date, their seniority shall be established by the alphabetical order of the surname.

### **ARTICLE 13 - LOSS OF SENIORITY**

- 13.01 A permanent employee, at the sole discretion of the Company, loses his seniority rights and employment with the Company if he:
- a) voluntarily quits the employ of the Company;
  - b) is discharged and is not reinstated through the grievance procedure;
  - c) is laid off and not recalled within the period provided for in Article 12.06;
  - d) if a person on lay-off fails to notify the Company of his intention to return to work within five (5) days of the mailing of a registered letter to his last recorded address with the Company and, in fact, fails to return to work within ten (10) days of such mailing. The Chief Steward shall be notified of the intent to recall;
  - e) is absent for three (3) consecutive working days without notifying the Company's office.
- 13.02 The Company will notify the Union Steward within three (3) days in the event that an employee loses his seniority for any of the above reasons.

## ARTICLE 14 – TEMPORARY TRANSFER

- 14.01 An employee temporarily transferred for the convenience of the Company will be paid that person's hourly rate or the rate of the job, whichever is higher. If temporarily transferred instead of being laid off, or transferred at the employee's convenience, the person will be paid the lower rate. Temporary transfers will not exceed sixty (60) days' duration per person, per calendar year, except as mutually agreed. In this regard, it is understood that any temporary transfer for one shift or more will be included for the purposes of the sixty (60) day maximum amount. A temporary transfer of less than one full shift will not be included for this purpose. It is agreed that a union steward will not be temporarily transferred from one plant to another.
- 14.02 When implementing a temporary transfer in excess of one full shift between plants or between departments, the employer will transfer, if possible, the most junior employee(s) in the classification from which the transfer is made provided:
- a) such employee is capable and experienced in the work to which he is transferred;
  - b) this does not result in any unreasonable interruption to any ongoing job assignment or current workload;
  - c) the remaining employees in the classification affected are capable and experienced in the job assignments to be performed;
  - d) the transfer does not result in more than one employee in the department affected being bumped from his current job assignment as a result of the application of this clause.

## ARTICLE 15 - HOURS OF WORK AND OVERTIME

- 15.01 The normal hours of work will be eight (8) hours per day, Monday through Friday inclusive, representing a normal work week of forty (40) hours per week. It is understood that this shall not constitute a guarantee of hours of work per day or days of work per week or for any period whatsoever.

Number of hours paid for a holiday to be eight (8) hours, except during the summer hours when both shifts will be paid eight and three quarters (8  $\frac{3}{4}$ ) hours.

- 15.02 It is understood and agree that the normal daily hours of work specified in 15.01 above, may be increased to eight and three quarters (8  $\frac{3}{4}$ ) hours per day, Monday to Thursday, and five (5) hours on Friday, during certain periods of the year in order to allow employees to enjoy the extended weekend provided that the normal weekly hours do not exceed forty (40) as provided herein.

The Company agrees to provide the Union with seven (7) days' notice in advance of any major change in hours of work or shifts.

- 15.03 Authorized work performed in excess of eight (8) hours per day shall be paid at time and one-half the employee's regular hourly rate and all work performed on Saturday shall be paid at the rate of time and one-half an employee's regular rate. Authorized work performed on Sunday shall be paid double an employee's regular rate. Shift premiums

will be paid for second shift at 64¢ and third shift at 79¢. ; Effective October 1, 2005, increase second shift premium to sixty seven cents (67¢) per hour. Increase the third shift premium to eighty two cents (82¢) per hour. Effective October 1, 2006, increase second shift premium to seventy cents (70¢) per hour. Increase the third shift premium to eighty five cents (85¢) per hour. Second Shift Premiums will be applicable to hours worked subsequent to 5:30 p.m. on any regular shift provided that the majority of hours on the regular shift occurred after 5:30 p.m.

- 15.04 It is understood and agreed where 15.02 is applicable that the time and one-half premium will be after eight and three-quarters ( $8\frac{3}{4}$ ) hours per day, Monday to Thursday, and after five (5) hours on Friday.
- 15.05 It is agreed that the Company shall have the right to schedule or assign overtime work whenever necessary to meet emergencies or to ensure efficiency of its operations and no employee shall refuse to perform overtime work without giving a reason which is reasonable. When overtime work is required, the Company will notify employees as far in advance as possible and, in any event, will make every reasonable effort to give at least four (4) hours' notice. In addition:
- a) Notwithstanding any other clauses, it is understood that overtime will be voluntary after the employee has performed four (4) per week hour's overtime provided this does not affect the Company's right to require work on a Saturday.
  - b) Overtime opportunities will be distributed in an equitable manner amongst those employees who normally perform the work. Where the Company is unable to meet its overtime needs using employees within a department, overtime will be offered to employees outside the department who possess the skills and ability to perform the work required, on the basis of their seniority.
  - c) There will be a paid fifteen (15) minute period after two (2) hours of overtime. When in excess of two (2) hours overtime is worked, normal breaks will be applied.
  - d) Scheduling of normal production overtime to be done two (2) days in advance.
- 15.06 Authorized work performed in excess of eleven (11) hours per day shall be paid for at the rate of double the employee's regular hourly rate of pay.

**ARTICLE 16 – HOLIDAYS**

## 16.01

- a) Each employee who is not required to work on any of the following days shall receive a normal day's payment at his regular hourly rate for the celebration of the holidays listed hereunder, provided that the employee works the regular day before the holiday and the regular day after the holiday. "The requirement to work the regular day before the holiday and the regular day after the holiday shall not apply where the employee has obtained in advance of these days the written consent of the Employer to be absent from work."

New Year's Day  
 Good Friday  
 Victoria Day  
 Dominion Day  
 Civic Holiday

Labour Day  
 Thanksgiving Day  
 Christmas Day  
 Boxing Day  
 Employee's Birthday

- b) Where an employee's birthday falls on the weekend, this holiday shall be taken on the nearest workday. When the birthday falls on Tuesday, Wednesday, or Thursday, the employee will be given the option to celebrate it on the next Friday to allow for a long weekend.
- c) Once "Heritage Day" is declared by the Government as a holiday, it shall be added to the listing in Clause 16.01 (a) above.
- d) In addition to those holidays above, there shall be one (1) fixed holiday which, along with Heritage Day, will be observed between Christmas Day and New Year's Day except by mutual agreement between the Company and the Union.

16.02 If an employee is requested by the Company to work on any of the foregoing holidays, he will be paid double his regular hourly rate for each hour worked, plus holiday pay as provided in 16.01.

16.03 The parties to this Agreement may mutually agree to change the day of celebration of any holiday which does not fall on either a Monday or a Friday. If such a change is mutually agreed, payment required under 16.01 and 16.02 will be applicable only to the date actually celebrated by the Company.

**2005 Holidays**

Good Friday:	Friday March 25 <sup>th</sup> , 2005
Victoria Day:	Monday May 23 <sup>rd</sup> , 2005
Canada Day:	Friday July 1 <sup>st</sup> , 2005
Civic Holiday:	Monday August 1 <sup>st</sup> , 2005
Labour Day:	Monday September 5 <sup>th</sup> , 2005
Thanksgiving:	Monday October 10 <sup>th</sup> , 2005
Christmas:	Observe Monday December 26 <sup>th</sup> , 2005
Boxing Day:	Observe Tuesday December 27 <sup>th</sup> , 2005
New Year's:	Observe Friday December 30 <sup>th</sup> , 2005
Fix Holiday #1:	Wednesday December 28 <sup>th</sup> , 2005
Fix Holiday #2:	Thursday December 29 <sup>th</sup> , 2005

**2006 Holidays**

Good Friday:	Friday April 14 <sup>th</sup> , 2006
Victoria Day:	Monday May 22 <sup>nd</sup> , 2006
Canada Day:	Friday June 30 <sup>th</sup> , 2006
Civic Holiday:	Monday August 7 <sup>th</sup> , 2006
Labour Day:	Monday September 4 <sup>th</sup> , 2006
Thanksgiving:	Monday October 9 <sup>th</sup> , 2006
Christmas:	Monday December 25 <sup>th</sup> , 2006
Boxing Day:	Tuesday December 26 <sup>th</sup> , 2006
New Year's:	Friday January 1 <sup>st</sup> , 2007
Fix Holiday #1:	Wednesday December 27 <sup>th</sup> , 2006
Fix Holiday #2:	Thursday December 28 <sup>th</sup> , 2006

(Friday December 29<sup>th</sup>, 2006 would either be a vacation day or authorized unpaid leave of absence).

**2007 Holidays**

Good Friday:	Friday April 6 <sup>th</sup> , 2007
Victoria Day:	Monday May 21 <sup>st</sup> , 2007
Canada Day:	Friday June 29 <sup>th</sup> , 2007
Civic Holiday:	Monday August 6 <sup>th</sup> , 2007
Labour Day:	Monday September 3 <sup>rd</sup> , 2007
Thanksgiving:	Monday October 8 <sup>th</sup> , 2007
Christmas:	Tuesday December 25 <sup>th</sup> , 2007
Boxing Day:	Wednesday December 26 <sup>th</sup> , 2007
New Year's:	Tuesday January 1 <sup>st</sup> , 2008
Fix Holiday #1:	Thursday December 27 <sup>th</sup> , 2007
Fix Holiday #2:	Friday December 28 <sup>th</sup> , 2007

(Monday December 24<sup>th</sup>, 2007 and Monday December 31<sup>st</sup>, 2007 would either be a vacation day or authorized unpaid leave of absence).

**2008 Holidays**

Good Friday:	Friday March 21 <sup>st</sup> , 2008
Victoria Day:	Monday May 19 <sup>th</sup> , 2008
Canada Day:	Monday June 30 <sup>th</sup> , 2008
Civic Holiday:	Monday August 4 <sup>th</sup> , 2008
Labour Day:	Monday September 1 <sup>st</sup> , 2008

Skeleton staff will be required in Parts Department and may be required in Shipping/ Receiving and Maintenance on all holidays listed above, excluding Good Friday and Labour Day.

**ARTICLE 17 – VACATIONS**

- 17.01 The Company, when possible, will close the plant for a two (2) week period during late July or early August for vacation purposes. In cases where production schedules or work programs make this impossible, vacation will be scheduled vacation entitlement will be prorated in the first year of service (10 days divided by 12 months times the number months of employment). Two weeks for employees having one (1) full year of service but less than five (5) years' service; three (3) weeks for employees having five (5) years service but less than ten (10) years service; four (4) weeks for employees having ten (10) years service but less than eighteen (18) years service; and five (5) weeks for employees having eighteen (18) years service but less than twenty-eight (28) and six (6) weeks for employees having twenty-nine (29) years of service or more.
- 17.02 Whenever a permanent employee is entitled to more than two (2) weeks' vacation, the Company will endeavour to schedule the balance at a time mutually satisfactory to both parties within the calendar year in which the vacation is due giving preference of choice to senior employees. Any vacation scheduled over two (2) weeks to be the employee's preference based on seniority in the event of any dispute between employees.
- In the event that the Company has a vacation shutdown during the months of September through to the following June, employees will be provided with the option of taking vacation which is owed to them or being placed on unpaid leave of absence for the duration of the shutdown.
- 17.03 Vacation will normally be scheduled for a weeks duration or multiples thereof. Notwithstanding, and subject to the employee's remaining vacation entitlement in a vacation year, such employee may use on an unscheduled basis, not more than once per month, a vacation unit of one day to a maximum of seven (7) such individual vacation days overall in a vacation year. Such individual vacation days shall not be taken on the regular day before a holiday or a regular day after a holiday as referred to in Article 16.01. Individual vacation days as referred to in this provision do not include the use of prescheduled vacation days. The scheduling of vacation is subject to the consent of the Employer. In this regard the Employer will not act in an arbitrary manner.
- 17.04 A permanent employee's pay for such period or periods of time, as stated in 17.01 and 17.02 above, will be held by the Company until such employee takes his vacation.
- 17.05 The Company agrees to notify the permanent employees of the intended period of the vacation shutdown on or before April 1<sup>st</sup> of any calendar year. The Company reserves the right to amend this date should circumstances arise which would make it impractical to operate under the posted schedule as may be applicable to various product lines and support services.

17.06

- a) Pay for vacation, outlined in Section 17:01 above, shall be based on the permanent employee’s gross earnings during the prior calendar year less taxable benefits (e.g. Life insurance, legal plan) and less any vacation pay in the previous year in accordance with the following table.
- b) Article 17.06 a. refers to excess vacation pay for the prior year which is normally paid in July of the following year.

<u>Years of Service</u>	<u>Vacation Time</u>	<u>Percentage of Gross Earnings</u>
Less than 1 year	prorated	4%
1 year but less than 5	2 weeks	4%
5 years but less than 10	3 weeks	6%
10 years but less than 18	4 weeks	8%
18 years but less than 29	5 weeks	10%
29 years or more	6 weeks	12%

17.07 For the purpose of vacation, years of service completed within the same calendar year as the vacation year, shall count.

17.08 Vacation entitlement cannot be carried over from one vacation year to the next.

Notwithstanding, it is agreed that an employee and the Employer may agree that such employee will be paid the value of any unused vacation, which is owed to the employee in lieu of actual vacation time, provided the employee has taken as vacation that year at least the two (2) weeks annual vacation required by the *Employment Standards Act 2000*. Any such payment in lieu will be made to the employee in the month of December. The Employer will not act in an arbitrary manner in dealing with requests under this provision.

**ARTICLE 18 – WAGE SCHEDULE**

18.01 Appended hereto and forming part of this Agreement is Appendix “A” Wage Schedule – which outlines the classifications of work and hourly rates in effect as at the date of signing of this Agreement.

18.02 If during the life of this Agreement, any new permanent occupational classifications are established by the Company, the Union will be advised of such occupational classification and the rates of pay. Once the Union has been advised, the classification and rates will form part of Appendix “A” for the duration of the agreement.



- 18.03 When a vacancy occurs in a job classification above that of unskilled labour, the Company will post a notice of the vacancy on the plant bulletin board for three (3) days. Subject to Article 32.14, employees wishing to apply for the posted job vacancy may do so by completing forms provided for that purpose. In filling a job vacancy, employees having seniority will be given consideration in preference to new applicants. Seniority shall be the guiding factor provided the applicant has the ability to do the work. The decision will be made within forty-five (45) working days of commencement of the trial period. If the employee is considered inadequate by Management, he will be returned to his former job. In making its decision, the Company will not act in an arbitrary manner.
- 18.04 Postings will be Company-wide, notwithstanding only permanent employees who apply at the plant of the posting will be initially considered for the vacancy. If there is no successful applicant from these candidates, the Company will consider the applicants from the other plant prior to hiring from outside the permanent Bargaining Unit.

Non-seniority employees may apply for any job postings but only will be considered for the position after permanent employees have been considered.

- 18.05 The Company will continue its present practice of considering qualified employees for all positions outside the Bargaining Unit prior to hiring from outside sources.

#### **ARTICLE 19 – HEALTH, WELFARE AND PENSIONS**

- 19.01 Subject to the entrance requirements of the individual plans, the text of which are governing, the following coverage's are available to a newly hired permanent person from the date of employment until the end of the second (2<sup>nd</sup>) month following the month in which a lay-off occurs. The cost of such coverage will be borne by the Company.
- 19.02 Group Life Insurance, plus Accidental Death and Dismemberment, both coverages equal to two times the employee's annual base wage in effect as of January 1<sup>st</sup> of each year. Optional life insurance will also be available.
- 19.03 In case of illness or non-occupational accident not covered by Workers' Compensation or other coverage, the permanent employee will receive 70% of his straight hourly rate starting on the second (2<sup>nd</sup>) day to a maximum of seventeen (17) weeks. A medical certificate may be required by the Company if the disability exceeds three (3) days. The first day will be covered at 70% if the employee is hospitalized. From the end of the 17<sup>th</sup> week to the end of the 26<sup>th</sup> week, Short Term Disability coverage at 65% of straight time hourly rate will apply. After twenty-six (26) weeks of Short Term Disability coverage at 65% of straight time hourly rate will apply. After twenty-six (26) weeks of Short Term Disability coverage and providing the employee supplies a medical certificate as may be required by the insuring agent. Eligibility for long term disability will be continued at sixty-five percent (65%) of such earnings until his return to work or age sixty-five (65), whichever is earlier. Where there is a concern that there may be an abuse of disability benefits the employer may require an employee to submit proof of illness for a period of absence less than 3 days.

- 19.04 An extended Health Care Program includes a Formulary Three Prescription Drug Program. The insurer shall pay the dispensing fee to a maximum of \$8.00 per prescription. Other health care items which may be contained in the Plan carry a ten dollar (\$10.00) annual deductible for each unmarried employee and twenty dollars (\$20.00) annual deductible for each family group. Other health care items include semi-private hospital coverage and International Travel Plan while travelling outside Canada with no deductible.
- 19.05 THE VISION CARE PLAN will cover a prescription of a medical doctor or an optometrist, a permanent employee and each member of the employee's family may claim a refund once in any consecutive twenty-four (24) month period for eye glasses, and/or contact lenses, in the amount of \$220.00. Effective October 1, 2004, the amount of the refund claim will be increased to \$250 in any consecutive twenty-four (24) month period. This amount may be used towards Laser eye vision.
- 19.06 A DENTAL PLAN at the current O.D.A. rates is available to permanent employees.
- ROUTINE TREATMENT DENTAL - will be covered @ 100% for existing codes with a maximum of \$2,000.00 per calendar year, per person.
- MAJOR DENTAL – will be covered @ 50% up to a maximum of \$2,000.00 per calendar year, per person.
- ORTHODONTICS – will be covered @ 50% for dependent children under age 25, up to a lifetime maximum of \$1,500 per dependent child.
- 19.07 HEARING AID COVERAGE up to \$300.00 will be provided every four years for permanent employees eligible.
- 19.08 An *EMPLOYEE ASSISTANCE PROGRAM* that consists of confidential assistance for a wide range of problems, such as drugs, alcohol, stress, marital problems, etc. will be implemented.
- 19.09 The Company agrees to make its *DEFINED CONTRIBUTION PENSION PLAN* available to all eligible permanent employees in the Bargaining Unit. Information on the plan will be readily available in booklet form. Normal retirement is at age 65. However, permanent employees may retire under the terms of the plan after age 55. The Employer will continue its premium contributions for Extended Health Care and Dental coverage until age 65 and will continue its contribution for reduced life insurance coverage until age 70. At age 70, such employee will have a paid-up life insurance policy in the amount of \$10,000.00. Reduced life insurance means fifty percent (50%) of the benefit level in effect as of the employee's retirement.

Effective October 1, 2000, the contribution levels will be as follows:

<b>Employee Contribution</b>	<b>Corresponding Company Contribution</b>
2% of annual earnings	2% of annual earnings
3% of annual earnings	2.5% of annual earnings
4% of annual earnings	3% of annual earnings
5% of annual earnings	4% of annual earnings
6% or more of annual earnings	5% of annual earnings

In addition, the Company will make available an independently administered Group RRSP Plan through payroll deductions.

- 19.10 The *LEGAL SERVICE PLAN* will be available to all permanent hourly employees on May 1<sup>st</sup>, 1997. Effective November 1, 1996, the Company agrees to contribute five cents (5¢) per hour worked by each permanent employee to the Labourers' Union Local 506 prepaid Legal Service Plan. The sole obligation of the Company is to make the aforementioned contributions.
- 19.11 Benefit coverage continuation will be available to all permanent hourly employees. The Company agrees to continue to pay the required premiums for benefit plans for up to thirty-six (36) months after the initial absence of a permanent employee due to non-occupational illness or disability or while in receipt of benefit payments from workers' Compensation. This commitment will be extended to those employees in the bargaining unit terminated on or after September 26, 1995.

## **ARTICLE 20 – SAFETY BOOTS**

- 20.01 Each year by February 28<sup>th</sup>, the Company will pay a contribution towards the purchase of safety shoes, to each employee who has completed his probationary period in the amount of \$100.00. Effective October 1, 2002, this contribution will increase to one hundred ten dollars (\$110.00).

## **ARTICLE 21 – COVERALLS**

- 21.01 The Company agrees to provide three (3) pair per contract year to employees to Welders, Enameler's and Polisher classifications. These employees are responsible for cleaning and maintenance of the coveralls. Winter jackets shall also be supplied for Shipper/Receivers.

## **ARTICLE 22 – REST PERIODS**

22.01 There shall be a twelve (12) minute rest period assigned by the Company during the first four (4) hours of an employee's regular shift, and also during the last four (4) hours of an employee's regular shift. Breaks will commence no earlier than one and one-half hours (90 minutes) from the start of the shift.

## **ARTICLE 23 - PAYMENT OF WAGES**

23.01 All time books are to be closed bi-weekly. When an employee is laid-off, he shall receive his wages and books by quitting time.

23.02 Employees will be paid by cheque or direct deposit on pay day which normally will be alternating Thursdays.

Employees taking vacation will receive a manual cheque for the vacation period if an application is made at least (3) weeks prior to the required date.

All employees who are paid by direct deposit as of August 31, 2004 will continue to be paid by direct deposit. All new employees subsequent to August 31, 2004 will be paid by direct deposit. All employees paid by manual cheque as of August 31, 2004, will continue to be paid by cheque unless such employee agrees to direct deposit.

23.03 When an employee is laid-off or discharged and is not given his pay and such papers to which he is entitled, the Company shall forward them to the employee's last known address by registered mail within twenty-four (24) hours from the time of termination.

23.04 Any employee who fails to receive his pay cheque on the regular pay day or any employee who received a pay cheque which does not contain payment in full for all hours earned in the preceding pay period, shall notify the Company immediately and the Company shall make the necessary adjustments within the pay period, after receiving notification.

## **ARTICLE 24 – REPORTING FOR WORK**

24.01 An employee reporting for work, unless previously notified not to report shall be guaranteed four (4) hours at his standard hourly rate. To qualify for such pay, the employee affected would be required to take such alternative work as may be available, in the event that his normal work has run out. Acts of God or situations beyond the control of the Company are excepted.

## **ARTICLE 25 – INJURY ALLOWANCE**

25.01 Any employee injured on the job shall be paid for the balance of the shift in which the injury occurs, if as a result of such injury, the employee is sent to the hospital on the Company's instructions. He shall return to work on the same day if the injury is minor.

**ARTICLE 26 – JURY DUTY**

26.01 The Company agrees that any employee having attained seniority and who is summoned to perform Jury Duty, shall be paid for a regular full shift daily at the Company's regular straight time hourly rate less the daily jury duty fee paid by the Court. The employee will be required to report to work when not required to serve in this capacity.

**ARTICLE 27 – LEAVE OF ABSENCE**

27.01 The Company agrees to grant leave of absence without pay to employees for what the Company considers to be legitimate reasons, subject to the requirements of the business. Such leave of absence will not be unreasonably withheld.

**ARTICLE 28 – BEREAVEMENT PAY**

28.01 The Company will grant up to three (3) days' absence with pay to attend the funeral or religious or memorial service at the time of the death of a member of the employee's immediate family [spouse, common-law spouse, father, mother, brother, sister, child, father-in-law, mother-in-law, brother-in-law, sister-in-law, grandparent, or Grandchildren]. Such days of absence must be taken in conjunction with the date of funeral. At its discretion, the Company may grant up to five (5) additional days unpaid leave of absence at the time of the funeral to allow for out-of-province travel to attend the funeral.

**ARTICLE 29 – UNION LABEL**

29.01 Effective with the date of this agreement, the Company agrees to display the Union's label on products made by the Company, and the Union agrees to supply such labels during the entire term of this Collective Agreement.

**ARTICLE 30 – PROTECTIVE CLAUSE**

30.01 No employee shall suffer a reduction of wages, conditions or allowances as a result of this Agreement, except as provided for in this Agreement. Any such reduction that is in dispute shall be subject to the Grievance Procedure. In the event of a promotion and the employee has successfully completed the trial period, the employee will be paid at the rate for the new job effective from the first day of trial. Employer must advise the employee no later than forty-five (45) days after the trial commences.

**ARTICLE 31 – DEDUCTION OF UNION DUES**

31.01 The Employer shall deduct from wages of such employees covered by this Agreement, regular union dues and initiation fees in such amounts as the Union may from time to time advise the Employer in writing. The amount of dues and initiation fees so deducted shall be remitted to an Official of the Union designated in writing within fifteen (15) days after the end of the month in which they were so deducted.

- 31.02 The Company will at the time of making such remittance to the Union, specify the employees from whose pay such deductions were made.
- 31.03 The Union will advise the Company in writing the amount of Union dues and initiation fees or if there are any changes in the amount of the Union or initiation fees during the terms of the Agreement, the Union will advise the Company of such changes.
- 31.04 The Union agrees to indemnify the Company and hold it harmless against any claim which may arise in complying with the provisions of this Article.
- 31.05 The Company will provide bulletin board space and will permit the Union to post thereon notices, provided that such notices' are approved by the Company.

### **ARTICLE 32 - NON-SENIORITY GROUPING**

- 32.01 In order to assist the Company in controlling future labour costs, the parties have agreed to the establishment of a non-seniority group of employees subject to the following terms and conditions of employment.
- 32.02 All Bargaining Unit employees as of ratification (November 9, 1993) are exempt from this group; only employees hired after ratification will be employed in this group. For the purpose of this letter, employees in the bargaining unit as of ratification will be called permanent employees to distinguish from the employees in the non-seniority group.
- 32.03 The ratio of non-seniority group employees to permanent employees will not exceed one (1) non-seniority employee to every five (5) permanent employees. During the period May 1<sup>st</sup> to September 15<sup>th</sup> and the week of Christmas school break and winter school break, the ratio of non-seniority employees and students employed to permanent employees will not exceed one (1) such employee to every five (5) permanent.
- 32.04 For vacancies, including new classifications, occurring subsequent to ratification, the Company will utilize the normal posting procedures of the Collective Agreement in order to fill such vacancy with a permanent employee. Upon completion of this procedure, the ultimate remaining vacancy will be filled by the hiring of a non-seniority employee.
- 32.05 Non-seniority employee will not attain a seniority status under the Collective Agreement but will be required to serve a 60 working day probation period for the purpose of evaluation as a suitable employee. Termination of non-seniority employee during this period shall be on the same basis as a probationary employee. If the employee successfully completes this 60 day period, he will be entitled to just cause in the event of discipline or discharge in the same manner as an employee who has attained seniority.
- 32.06 Non-seniority employees will be paid at seventy-five percent (75%) of the appropriate classification rate [i.e. hire rate, learning rate, progression rate and job rate].
- 32.07 Shift premiums will apply to non-seniority employees, as per the provisions of the Collective Agreement.

32.08 Hours of work and overtime for non-seniority employees will be in accordance with Article 15 of the Collective Agreement. When overtime is offered under Article 15.05 to persons within a department who normally perform the work involved, non seniority employees will be considered on the same basis as permanent employees to the extent that the offer being made does not exceed a rate of one non-seniority employee to every five permanent employees.

In the event that there are insufficient qualified employees (ie. Who normally perform the work) in a department who accept the overtime assignment, non-seniority employees who possess the skills and ability to perform the work and who work outside the department will be asked only if permanent employees who possess the skills and ability to perform the work and who work outside the department have been first asked to accept the assignment.

32.09 No benefits under the Collective Agreement will be paid to an employee in the non-seniority group other than those required by statute law. Effective January 1,1997, the Company will make available a Basic Benefit Package to non-seniority employees and the premium cost of these benefits will be paid by the employee. Eligibility will commence after six (6) months of continuous employment. (See Appendix "B").

32.10 The non-seniority employee will pay union dues and initiation fees in accordance with the Collective Agreement.

32.11 All employees in the non-seniority group must be laid off prior to the lay-off of a permanent employee. This includes temporary shutdown other than shutdown for the balance of the shift.

32.12 The lay-off and recall of employees in the non-seniority group will be based on length of employment from date of hire subject to the ability and qualifications of the employees in this group to perform the remaining work in this group. Recall rights will exist for a period equal to the employees' length of employment or one year, whichever is shorter.

32.13 Once the Company has hired the maximum number of non-seniority employees allowed under the established in item (2) above, it may; declare a resulting vacancy as per item (3) to be permanent with the result that the employee in the non-seniority group may apply for such vacancy in accordance with length of employment, ability and qualifications to do the work. The successful applicant will then be considered as a permanent employee and not covered by this letter.

32.14 All provisions of the Collective Agreement will apply to employees in the non-seniority grouping other than wage rates, benefits, or other items contained herein. In clarification, it is agreed that Articles 12, 13, 17, 18.01 and 19 do not apply to the employees in the non-seniority group. Non-seniority employees may apply for any job postings but only will be considered for the position after permanent employees have been considered.

- 32.15 No Workshare Program will be implemented for permanent employees unless all non-seniority employees are on lay-off. This does not prevent implementation of Workshare Programs for employees in the non-seniority grouping.
- 32.16 In the event that the Company implements any training programs for new or existing classifications, it is agreed that permanent employees will be provided opportunity for such training prior to the non-seniority employees.
- 32.17 A non-seniority employee who becomes permanent will be given his date of hire as a non-seniority employee for the purpose of his vacation entitlement.

### **ARTICLE 33 – TECHNOLOGICAL CHANGE**

- 33.01 The parties recognize that technological change is desirable. Notwithstanding, they also recognize that substantial technological change can have far-reaching effect on job status.
- 33.02 For the purpose of this provision, technological change shall mean a significant change in the means of operation resulting from the introduction of new technology which results in the elimination of a job or jobs.
- 33.03 In the event of such technological change, the parties agree:
- a) Upon the introduction of such change, the Company will review with the Union the timing involved and the number of employees affected and the classifications involved;
  - b) The parties will discuss any relevant issues that the Union may wish to raise;
  - c) The Company will notify the Union three (3) months in advance of such technological change.

### **ARTICLE 34 – SEVERANCE PAY**

- 34.01 The Company will pay severance pay in accordance with the provisions of the *Employment Standards Act* of Ontario.
- 34.02 In the event of job elimination resulting in severance due to technological change, outsourcing of production or plant closure, the Employer and Union agree to meet and discuss severance pay.



<b>APPENDIX "A"</b>	<b>JOB CLASSIFICATION &amp; JOB RATE</b>		<b>EFFECTIVE OCTOBER 1, 2004</b>	
<b><u>GARLAND KAMATO</u></b>	<b><u>Hiring</u></b>	<b><u>Learning</u></b>	<b><u>Progression</u></b>	<b><u>Job</u></b>
	<b><u>Rate</u></b>	<b><u>Rate</u></b>	<b><u>Rate</u></b>	<b><u>Rate</u></b>
Sr. Maintenance Mechanic	21.26	21.77	22.80	23.83
Tool & Die Maker	21.26	21.77	22.80	23.83
Lead Hand	20.80	21.31	22.34	23.37
Quality Inspector	20.80	21.31	22.34	23.37
Maintenance Trades Person	20.71	21.22	22.50	23.28
Welder	19.93	20.45	21.48	22.51
Sheet Metal Mechanic	19.79	20.30	21.33	22.36
Tester	19.79	20.30	21.33	22.36
Painter	19.49	20.00	21.03	22.06
Porcelain Sprayer	19.44	19.95	20.98	22.01
CNC Operator	19.44	19.95	20.98	22.01
Press Brake Operator	19.44	19.95	20.98	22.01
Finisher	19.44	19.95	20.98	22.01
Shear Operator	19.26	19.78	20.81	21.84
Spot Welder	19.07	19.58	20.61	21.64
Assembler	19.07	19.58	20.61	21.64
Machine Operator	19.07	19.58	20.61	21.64
Material Handler/Shipper Receiver	19.07	19.58	20.61	21.64
Crater	19.07	19.58	20.61	21.64
Labourer	17.10	17.61	18.64	19.67
Sweeper	14.73	15.24	16.27	17.30
Parts Picker	19.07	19.58	20.61	21.64

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Maintenance Trades Person	20.71	21.22	22.50	23.28
Lead Hand	20.80	21.31	22.34	23.37
Custom Control Panel Fabricator	20.10	20.61	21.64	22.67
Welder	19.93	20.45	21.48	22.51
Painter	19.49	20.00	21.03	22.06
Polisher	19.49	20.00	21.03	22.06
CNC Operator	19.44	19.95	20.98	22.01
Brake Press Operator	19.44	19.95	20.98	22.01
Final Hood Finisher	19.44	19.95	20.98	22.01
Shear Operator	19.26	19.78	20.81	21.84
Assembler	19.07	19.58	20.61	21.64
Machine Operator	19.07	19.58	20.61	21.64
Crater	19.07	19.58	20.61	21.64
Labourer	17.10	17.61	18.64	19.67
Shipper/Receiver	19.07	19.58	20.61	21.64
Parts Picker	19.07	19.58	20.61	21.64

## APPENDIX "A"

JOB CLASSIFICATION &  
JOB RATE

EFFECTIVE OCTOBER 1, 2005

<u>GARLAND KAMATO</u>	<u>Hiring</u> <u>Rate</u>	<u>Learning</u> <u>Rate</u>	<u>Progression</u> <u>Rate</u>	<u>Job</u> <u>Rate</u>
Sr. Maintenance Mechanic	21.90	22.43	23.49	24.55
Tool & Die Maker	21.90	22.43	23.49	24.55
Lead Hand	21.42	21.95	23.01	24.07
Quality Inspector	21.42	21.95	23.01	24.07
Maintenance Trades Person	21.58	22.11	23.42	24.23
Welder	20.53	21.06	22.12	23.18
Sheet Metal Mechanic	20.38	20.91	21.97	23.03
Tester	20.38	20.91	21.97	23.03
Painter	20.07	20.60	21.66	22.72
Porcelain Sprayer	20.02	20.55	21.61	22.67
CNC Operator	20.02	20.55	21.61	22.67
Press Brake Operator	20.02	20.55	21.61	22.67
Finisher	20.02	20.55	21.61	22.67
Shear Operator	19.84	20.37	21.43	22.49
Spot Welder	19.64	20.17	21.23	22.29
Assembler	19.64	20.17	21.23	22.29
Machine Operator	19.64	20.17	21.23	22.29
Material Handler/Shipper Receiver	19.64	20.17	21.23	22.29
Crater	19.64	20.17	21.23	22.29
Labourer	17.61	18.14	19.20	20.26
Sweeper	15.17	15.70	16.76	17.82
Parts Picker	19.64	20.17	21.23	22.29

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Maintenance Trades Person	21.58	22.11	23.42	24.23
Lead Hand	21.42	21.95	23.01	24.07
Custom Control Panel Fabricator	20.70	21.23	22.29	23.35
Welder	20.53	21.06	22.12	23.18
Painter	20.07	20.60	21.66	22.72
Polisher	20.07	20.60	21.66	22.72
CNC Operator	20.02	20.55	21.61	22.67
Brake Press Operator	20.02	20.55	21.61	22.67
Final Hood Finisher	20.02	20.55	21.61	22.67
Shear Operator	19.84	20.37	21.43	22.49
Assembler	19.64	20.17	21.23	22.29
Machine Operator	19.64	20.17	21.23	22.29
Crater	19.64	20.17	21.23	22.29
Labourer	17.61	18.14	19.20	20.26
Shipper/Receiver	19.64	20.17	21.23	22.29
Parts Picker	19.64	20.17	21.23	22.29

## APPENDIX "A"

JOB CLASSIFICATION &  
JOB RATE

EFFECTIVE OCTOBER 1, 2006

<u>GARLAND KAMATO</u>	<u>Hiring</u> <u>Rate</u>	<u>Learning</u> <u>Rate</u>	<u>Progression</u> <u>Rate</u>	<u>Job</u> <u>Rate</u>
Sr. Maintenance Mechanic	22.55	23.10	24.19	25.29
Tool & Die Maker	22.55	23.10	24.19	25.29
Lead Hand	22.06	22.61	23.70	24.79
Quality Inspector	22.06	22.61	23.70	24.79
Maintenance Trades Person	22.47	23.02	24.38	25.21
Welder	21.14	21.69	22.78	23.88
Sheet Metal Mechanic	20.99	21.54	22.63	23.72
Tester	20.99	21.54	22.63	23.72
Painter	20.67	21.22	22.31	23.41
Porcelain Sprayer	20.62	21.17	22.26	23.35
CNC Operator	20.62	21.17	22.26	23.35
Press Brake Operator	20.62	21.17	22.26	23.35
Finisher	20.62	21.17	22.26	23.35
Shear Operator	20.43	20.98	22.07	23.17
Spot Welder	20.23	20.77	21.87	22.96
Assembler	20.23	20.77	21.87	22.96
Machine Operator	20.23	20.77	21.87	22.96
Material Handler/Shipper Receiver	20.23	20.77	21.87	22.96
Crater	20.23	20.77	21.87	22.96
Labourer	18.14	18.69	19.78	20.87
Sweeper	15.63	16.17	17.27	18.36
Parts Picker	20.23	20.77	21.87	22.96

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Maintenance Trades Person	22.47	23.02	24.38	25.21
Lead Hand	22.06	22.61	23.70	24.79
Custom Control Panel Fabricator	21.32	21.87	22.96	24.05
Welder	21.14	21.69	22.78	23.88
Painter	20.67	21.22	22.31	23.41
Polisher	20.67	21.22	22.31	23.41
CNC Operator	20.62	21.17	22.26	23.35
Brake Press Operator	20.62	21.17	22.26	23.35
Final Hood Finisher	20.62	21.17	22.26	23.35
Shear Operator	20.43	20.98	22.07	23.17
Assembler	20.23	20.77	21.87	22.96
Machine Operator	20.23	20.77	21.87	22.96
Crater	20.23	20.77	21.87	22.96
Labourer	18.14	18.69	19.78	20.87
Shipper/Receiver	20.23	20.77	21.87	22.96
Parts Picker	20.23	20.77	21.87	22.96

## APPENDIX "A"

JOB CLASSIFICATION &  
JOB RATE

EFFECTIVE OCTOBER 1, 2007

<u>GARLAND KAMATO</u>	<u>Hiring</u> <u>Rate</u>	<u>Learning</u> <u>Rate</u>	<u>Progression</u> <u>Rate</u>	<u>Job</u> <u>Rate</u>
Sr. Maintenance Mechanic	23.23	23.79	24.92	26.04
Tool & Die Maker	23.23	23.79	24.92	26.04
Lead Hand	22.72	23.29	24.41	25.54
Quality Inspector	22.72	23.29	24.41	25.54
Maintenance Trades Person	23.40	23.96	25.36	26.21
Welder	21.78	22.34	23.47	24.59
Sheet Metal Mechanic	21.62	22.18	23.31	24.43
Tester	21.62	22.18	23.31	24.43
Painter	21.29	21.86	22.98	24.11
Porcelain Sprayer	21.24	21.80	22.93	24.05
CNC Operator	21.24	21.80	22.93	24.05
Press Brake Operator	21.24	21.80	22.93	24.05
Finisher	21.24	21.80	22.93	24.05
Shear Operator	21.05	21.61	22.74	23.86
Spot Welder	20.83	21.40	22.52	23.65
Assembler	20.83	21.40	22.52	23.65
Machine Operator	20.83	21.40	22.52	23.65
Material Handler/Shipper Receiver	20.83	21.40	22.52	23.65
Crater	20.83	21.40	22.52	23.65
Labourer	18.68	19.25	20.37	21.50
Sweeper	16.09	16.66	17.78	18.91
Parts Picker	20.83	21.40	22.52	23.65

**VENTMASTER**

Maintenance Trades Person	23.40	23.96	25.36	26.21
Lead Hand	22.72	23.29	24.41	25.54
Custom Control Panel Fabricator	21.96	22.52	23.65	24.77
Welder	21.78	22.34	23.47	24.59
Painter	21.29	21.86	22.98	24.11
Polisher	21.29	21.86	22.98	24.11
CNC Operator	21.24	21.80	22.93	24.05
Brake Press Operator	21.24	21.80	22.93	24.05
Final Hood Finisher	21.24	21.80	22.93	24.05
Shear Operator	21.05	21.61	22.74	23.86
Assembler	20.83	21.40	22.52	23.65
Machine Operator	20.83	21.40	22.52	23.65
Crater	20.83	21.40	22.52	23.65
Labourer	18.68	19.25	20.37	21.50
Shipper/Receiver	20.83	21.40	22.52	23.65
Parts Picker	20.83	21.40	22.52	23.65



**Appendix “B”**

## Non Seniority Group

## Standard Benefit Package – Employee Paid

(\*Eligible after 6 month of continuous employment)

Benefit Plan	Coverage	
Extended Health Care	Deductible (Annual) Reimbursement Drugs No major medical or Hospital	\$25 / \$50 80% co-insurance
Dental	Deductible (Annual) Basic – Routine Treatment Only Maximum per year / pp	\$25 / \$50 80% co-insurance \$1,000
Life	Life only - \$15,000 flat	

<b><u>Hiring Schedule for New Permanent Employees</u></b>
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The probationary period is 60 working days from the date of hire and initiation fees of \$200.00 and monthly union dues of \$30.00 – effective January 1, 1994 will be paid to the Union the first pay of every month.

1	Hiring Rate	- \$2.50 per hour below Job Rate for six months.
2	Learning Rate	- \$2.00 per hour below Job Rate for six months.
3	Progression Rate	- \$1.00 per hour below Job Rate for six months.
4	Job Rate	- After 18 months or earlier at Company's option.

<b>Apprentice Maintenance Tradesman</b>
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Percentage of maintenance Mechanic Rate...

-Probationary Rate	-60% first four months
-Remainder of 1 <sup>st</sup> year	-75%
-Remainder of 2 <sup>nd</sup> year	-80%
-Remainder of 3 <sup>rd</sup> year	-90%

Job Rate to be paid on completion of the third year.

<b><u>Hiring Schedule for Non-Seniority Group</u></b>
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The probationary period is 60 working days from the date of hire. Initiation fee of \$100.00 and monthly union dues of \$24.00 will be paid to the union the first pay of every month.

The Hiring Rate, Learning Rate, Progression Rate and Job rate will be applied, as above, at 75% of each level.

September 30, 1996

**Letter of Understanding**

The parties have agreed that the Union may appoint two (2) of its members to the “Vertical Integration Team” which reviews the feasibility of in-house production of currently out-sourced parts and services.

Further, if the sub-contracting of parts production being performed by members of the Bargaining Unit will result in the lay-off of a member of the Bargaining Unit, the Company agrees to notify the Labour Management Committee and meet with the committee to listen to any alternative suggestions it may make to the Company.

R. Baldwin

**Letter of Understanding re Warehouse Stores Department**

The Shipper/Receiver and Stock Keeper/Parts Picker classification rates have been increased over the life of the agreement as per Appendix A in order to attain the same rate as Material Handler, effective October 1, 2003. The company reserves its right to reorganize duties amongst these classifications in which case the increases will be accelerated.

**Letter of Intent**

February 27, 1992

Mr. N. Barbieri  
Secretary Treasurer  
Labourers' International Union  
Of North America Local 506  
3077 Bathurst Street  
Toronto, Ontario M6A 1Z9

Dear Mr. Barbieri:

Article 17.01

The parties have agreed that the 1992 vacation schedules will be on a trial basis as follows:

- a. The Company agrees that the reference to May 1<sup>st</sup> in 17.05 will be April 1<sup>st</sup>.
- b. The employees agree that their vacation preferences will be submitted to the Company by April 1<sup>st</sup>. Preference for vacations submitted by this date will be based on seniority.
- c. The Company agrees to respond to the vacation preferences by mid-April.
- d. Vacation preferences, which are not submitted by April 1<sup>st</sup> will be considered on a first come first serve basis and will not be considered on the basis of seniority. Any such requests will be secondary to vacation preferences submitted by April 1<sup>st</sup>.
- e. The Company agrees to respond to vacation requests made after April 1<sup>st</sup> within fourteen days of such request.

Yours very truly,

K.W. Bradley  
Vice President – Finance & Administration

### **Letter of Understanding re Out Sourcing**

In the event that the Company outsources parts production as a complement to in-house production of such parts by the bargaining unit, it is agreed that such outsourcing will not result in the layoff of any employee involved in such production. Further, in the circumstances where the Company is outsourcing fabricated parts as a complement to in house production of these parts, should work capacity in the plant with respect to these parts start declining so that a layoff will occur, the Company will reduce such outsourcing accordingly and eliminate it for the duration of any layoff.

**Letter of Understanding**                      September 24, 2004

#### **Re Training:**

The Employer and the Union recognize that training opportunities for employees allow for a flexible workplace and assist in providing opportunities for advancement. Recognizing the difficulties inherent in providing such opportunities, the parties agree that the parameters for such training will be referred to the Labour Management Committee for review. In this regard, the Employer reserves its management rights to set training parameters.

**Letter of Understanding**                      September 24, 2004

#### **Re Security Cameras:**

The purpose of the security cameras at the plant is not to measure employee productivity. Accordingly, electronic surveillance provided by these cameras will not be used by the company for the purpose of disciplining an employee for poor productivity.

**Letter of Understanding**                      September 24, 2005

#### **Re: Non seniority Grouping and Contribution to Benefits:**

All new employees hired or brought into the seniority group after August 17, 2004 shall contribute four percent (4%) of the employees regular straight time hourly rate to the cost of benefit coverage.

Within three (3) months of ratification of the collective agreement the employer shall place five (5) non seniority employees into the seniority group, thereafter the employer shall place an additional five (5) non seniority employees into the seniority group on January 1<sup>st</sup>, 2006, January 1<sup>st</sup>, 2007 and January 1<sup>st</sup>, 2008.

**APPENDIX B TO MEMORANDUM OF SETTLEMENT**

**LETTER OF UNDERSTANDING**

**B E T W E E N:**

**GARLAND COMMERCIAL RANGES LIMITED**

**(hereinafter referred to as “Garland”)**

**- and -**

**LABOURERS’ INTERNATIONAL UNION OF  
NORTH AMERICA, LOCAL 506**

**(hereinafter referred to as “the Union”)**

**WHEREAS** Garland and the Union are in the course of bargaining for the renewal of their Collective Agreement which expired September 30<sup>th</sup>, 2004;

**AND WHEREAS** Garland has advised the Union that there is a party interested in purchasing the Vent Master business;

**AND WHEREAS** the employees in the Vent Master business who are represented by the Union perform their work at Garland’s leased facility in Mississauga, located at 1021 Brevik Place, but employees in the bargaining unit, other than the employees in the Vent Master business, perform their work at Garland’s facility in Mississauga located at 1177 Kamato Road;

**AND WHEREAS** Garland and the Union wish to clarify any application of seniority rights as these exist under the Collective Agreement between Garland and the Union upon any sale of the Vent Master business;

**NOW THEREFORE** it is agreed as follows:

1. In the event that a sale of the Vent Master business located in Mississauga, Ontario takes place pursuant to the provisions of *The Labour Relations Act of Ontario* and in the further event that the purchaser continues the employment of a bargaining unit employee or employees beyond the date of any such sale, it is agreed that such employee or employees, as the case may be, are not considered to be on layoff and accordingly do not have any bumping or displacement rights with respect to jobs or employees in the remaining Garland business in Mississauga, located at Garland’s Kamato Road facility. Further, in such circumstances,

bargaining unit employees located at the Brevik Place facility as of any sale will not possess any seniority rights under the Collective Agreement between Garland and the Union once such sale has taken place including, without limiting its generality, transfer rights, job posting rights, and recall rights.

Should the purchaser of the Vent Master business refuse an offer of employment to any bargaining unit employee located at the Brevik Place facility as of the date of same, such offer being made pursuant to the provisions of the Collective Agreement between Garland and the Union in effect at the time of sale, Garland will pay severance pay to such employee using the following formula:

- i. For employees with ten (10) year or less of seniority as of the sale, their entitlement to severance pay will be calculated in accordance with the *Employment Standards Act, 2000*.
- ii. For employees with more than ten (10) years of seniority as of the sale, their entitlement to severance pay will be based on one (1) week of normal straight time pay for each completed year of service up to ten (10) years of such service and a further two (2) weeks of normal straight time pay for each completed year of service in excess of ten (10) years of service, with a maximum total of such severance pay not to exceed fifty-two (52) weeks of normal straight time pay.

**Example:** An employee in the above circumstances who has 15 years of service as of the date of sale of the Vent Master business will be eligible to receive severance pay as follows:

1 Week of normal straight time pay x 10 year of service = 10 weeks pay  
2 weeks of normal straight time pay x 5 years of service = 10 weeks pay  
Total severance pay = 20 weeks of normal straight time pay.

This severance payment will terminate the employment and the seniority rights of the employee for the purpose of the Collective Agreement.

2. In the event of a sale of the Vent Master business pursuant to the *Labour Relations Act of Ontario*, Garland will require as a condition of the sale, that the purchaser recognize the Union as bargaining agent for employees of the purchaser in the like bargaining unit as existed in the Vent Master business immediately prior to the sale and that the purchaser recognize any Collective Agreement in effect between Garland and the Union at the time of sale, as it applies to the purchased Vent Master business except as modified in the next provision.

3. Should any trade union, other than the Union, possess bargaining rights in Ontario on behalf of any employees of the purchase which bargaining rights conflict with those of the

Union with respect to the Vent Master business, Garland will require, as a condition of the sale, that the purchaser recognize the bargaining rights of the Union and any Collective Agreement in effect at the time of sale, as these apply to the purchased Vent Master business, until such conflict is resolved either by the purchaser and the trade unions involved or by decision of the Ontario Labour Relations Board.

4. The geographic scope of the Union's current bargaining rights for Garland employees as these rights apply solely to the Vent Master business is hereby amended so that these rights apply not only in the Region of Peel but also apply in the Region of York, the Region of Halton and the Regional Municipality of Metropolitan Toronto.

5. This Letter will be effective from January 5<sup>th</sup>, 2005 until September 30<sup>th</sup>, 2008. This Letter will also form part of the Collective Agreement between Garland and the Union and its provisions will supersede any provisions of the Collective Agreement to the contrary.

Dated at Mississauga this \_\_\_\_\_ day of \_\_\_\_\_, 2005

**For The Company**

**For Local Union 506**

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