

COLLECTIVE AGREEMENT



This collective agreement made and entered into this 1st day of October, 2013

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, 2017

11316 (06)

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ARTICLE I

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 to permanent employees will be no more than 2 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 II

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 III

DURATION OF AGREEMENT

- 3.01 This Agreement shall be effective from the 1st day of October 2013, hereinafter set out until and including the 30th day of September, 2017.

ARTICLE IV

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 V

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 VI

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. Any substantive revisions to rules and regulations will be discussed with the Union at a Labour Management Committee Meeting prior to the implementation.

- 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 1st. In the case of no shutdown, vacations will be scheduled and approved by March 31st. 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 verbal or 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 verbal or 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 VII

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 VIII

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 Garland consisting of five (5) members, One of the five (5) shall be designated as Chief Steward. another shall be designated from the non-seniority group and shall have at least two years of service with the Employer. The remaining three shall have at least two years of

service with the Employer the remaining three shall have at least one (1) year's seniority with the Employer and shall be regular and permanent employees during their time of office.

One member of the Labour Management Committee shall be from the afternoon shift. If the Employer implements a third shift, there shall be additional member appointed increasing the Committee to six (6).

The said Committee will cooperate with the Employer in the administration of this Agreement.

The Labour/Management Committee will meet every other month (6 times per year) or as necessary 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 five (5) employees that meet the same eligibility requirements as the Labour Management Committee in Article 8.02.
- 8.09 A Joint Health and Safety Committee will be established at the plant. There will be three (3) employees on the Committee. This Committee is to meet once a month and minutes of the 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 twenty-one (21) 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 IX

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 of Operations 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 X

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 XI

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 Director of 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 XII

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.
- 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 except as noted below. 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. In cases of lay-off and bumping a minimum of four (4) working days shall be given to an employee as a trial period with a decision from Management rendered on the fifth (5) day.

- 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. This clause shall not pertain to non-seniority group employees.
- 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 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 XIII

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 XIV

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, in the case of non-seniority group employees job rate is defined as the percentage of job rate for permanent employees hired after August 17, 2004, as set out in Article 32.05 of the Collective Agreement. 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. If the temporary transfers are sporadic, they shall be calculated by working days, if the temporary transfers are "a normal work week" as defined in Article 15.01 they shall be calculated by calendar days.

- 14.02 When implementing a temporary transfer in excess of one (1) full shift 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 XV

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.

15.02 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 70¢ and third shift at 85¢. 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 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. This notice shall also apply when cancelling overtime. 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 employ-

ees 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.

15.05 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 XVI

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	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Civic Holiday	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.

***The date of celebration for Holidays established under Article 16 for calendar year 2014 will be as follows:**

New Year's Day (observance)	January 1, 2014
Good Friday	April 18, 2014
Victoria Day	May 19, 2014
Canada Day	June 30, 2014
Civic Holiday	August 4, 2014
Labour Day	September 1, 2014
Thanksgiving Day	October 13, 2014
Christmas Day (observance)	December 25, 2014
Boxing Day (observance)	December 26, 2014
Employee Birthday	Assigned as per past practice
Two (2) Fixed Holidays	Assigned as per Collective Agreement

***The date of celebration for Holidays established under Article 16 for calendar year 2015 will be as follows:**

New Year's Day	January 1, 2015
Good Friday	April 3, 2015
Victoria Day	May 18, 2015
Canada Day (observance)	July 3, 2015
Civic Holiday	August 3, 2015
Labour Day	September 7, 2015
Thanksgiving Day	October 12, 2015
Christmas Day	December 25, 2015
Boxing Day	December 28, 2015
Employee Birthday	Assigned as per past practice
Two (2) Fixed Holidays	Assigned as per Collective Agreement

***The date of celebration for Holidays established under Article 16 for calendar year 2016 will be as follows:**

New Year's Day	January 1, 2016
Good Friday	March 25, 2016
Victoria Day	May 23, 2016
Canada Day	July 1, 2016
Civic Holiday	August 1, 2016
Labour Day	September 5, 2016
Thanksgiving Day	October 10, 2016
Christmas Day	December 26, 2016
Boxing Day	December 27, 2016
Employee Birthday	Assigned as per past practice
Two (2) Fixed Holidays	Assigned as per Collective Agreement

The date of celebration for Holidays established under Article 16 for calendar year 2017 will be as follows:

New Year's Day	January 2, 2017
Good Friday	April 14, 2017
Victoria Day	May 22, 2017
Canada Day	July 3, 2017
Civic Holiday	August 7, 2017
Labour Day	September 4, 2017
Employee Birthday	Assigned as per past practice
Two (2) Fixed Holidays	Assigned as per Collective Agreement

**Please keep in mind that during certain holidays a skeleton crew may be required in Finance, Parts, Maintenance, Shipping & Receiving, Customer & Technical Service, Reception and Human Resources. Departmental management will confirm with their specific departments if they are affected by any changes*

ARTICLE XVII

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 week's duration or multiples thereof. The scheduling of vacation is subject to the consent of the Employer. In this regard the Employer will not act in an arbitrary manner. 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. It is expected that employees will provide their supervisor at least 24 hours of notice if they are using unscheduled vacation. The granting of unscheduled vacation is at management's sole discretion.
- 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 March 1st 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.

YEARS OF SERVICE	VACATION TIME	PERCENTAGE OF EARNINGS
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 XVIII

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. All new permanent occupational classifications shall be posted per Article 18.
- 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 to the posting will be considered for the vacancy. If there is no successful applicant from these candidates, the Company will consider 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 XIX

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 (2nd) month following the month in which a lay-off occurs. The cost of such coverage will be borne by the Company.

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.

Seniority employees hired prior to August 17th, 2004 must contribute 2% of their regular straight time hourly rate towards the cost of benefits effective July 1, 2010.

- 19.02 Group Life Insurance, plus Accidental Death and Dismemberment, both coverage's equal to two times the employee's annual base wage in effect as of January 1st 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 (2nd) 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 17th week to the end of the 26th 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.

Effective October 1, 2014, the Health Care Program will be amended as follows:

1. Mandatory generic drug coverage shall be provided subject to override by the employee's physician based on medical necessity.
2. The Orthotic insert and shoe benefit will be limited to \$500.00 per calendar year.
3. The surgical stocking benefit will be limited to \$500.00 per calendar year.

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, 2013, 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.

For permanent employees hired before January 1, 2010, the Employer will continue its premium contributions for Extended Health Care and Dental coverage until age 65 where such employees retires after age 55, but before age 65, under the terms of the Pension Plan and will continue its contribution for reduced life insurance coverage until age 70 for such employees. At age 70, such employees 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. This benefit will be discontinued on October 1, 2013 except for those permanent employees hired prior to January 1, 2010 who have attained age 58 as of September 30, 2013 and who retire from employment under the terms of the Pension Plan for permanent employees by September 30, 2017. (The discontinuation of this benefit does not affect retirees already receiving this benefit as of October 1, 2013).

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

EMPLOYEE CONTRIBUTION	CORRESPONDING COMPANY CONTRIBUTION
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 1st, 1997. Effective November 1, 1996, the Company agrees to contribute seven cents (7¢) 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 XX

SAFETY BOOTS

- 20.01 Each year by February 28th, 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 \$110.00. Increase to \$120.00 effective October 1st, 2015.

ARTICLE XXI

UNIFORMS

- 21.01 The Company agrees to provide three (3) pair per contract year to employees within the Welder, Enameler and Polisher classifications. These

employees are responsible for cleaning and maintenance of the coveralls. Winter jackets: to include those individuals with the permanent classifications of Shipper/Receivers, Material Handlers and Cleaner.

ARTICLE XXII

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 XXIII

PAYMENT OF WAGES

- 23.01 All time records are to be closed bi-weekly. When an employee is laid-off, he/she shall receive their wages and employment records by the end of the day in which the lay-off occurs.
- 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 XXIV

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 XXV

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 XXVI

JURY DUTY

- 26.01 The Company agrees that any employee 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. This Article shall apply to non-seniority group employees who have two (2) years of service or more.

ARTICLE XXVII

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. Prior to the granting of a leave of absence under this provision, an employee must first apply any current vacation entitlement.

ARTICLE XXVIII

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 XXIX

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 XXX

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 XXXI

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 XXXII

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 For the purpose of this provision and the Collective Agreement the following definitions apply:
- A non-seniority group employee is defined as any employee who holds that status as of September 30, 2013 under the terms of the Collective Agreement between the parties on that date and any employee hired into the bargaining unit subsequent to September 30, 2013.
- A permanent employee is defined as any employee who holds that status as of September 30, 2013 under the terms of the Collective Agreement between the parties on that date.
- 32.03 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 "whose status shall remain a non-seniority employee".

32.04 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.

32.05 Non-seniority employees will be paid at sixty-five percent (65%) of the appropriate classification rate for permanent employees hired subsequent to August 17, 2004 [i.e. hire rate, learning rate, progression rate and job rate].

For all hours worked by a non-seniority employee subsequent to September 30, 2013 that above percentage will increase as follows:

On completion of 2000 hours worked subsequent to September 30, 2013 – 66%

On completion of 4000 hours worked subsequent to September 20, 2013 – 67%

On completion of 6000 hours worked subsequent to September 30, 2013 – 68%.

32.06 Shift premiums will apply to non-seniority employees, as per the provisions of the Collective Agreement.

32.07 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 (i.e. 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.

- 32.08 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. Effective October 1, 2014, non-seniority employees will be eligible for the same Health and Welfare benefit coverage provided to permanent employees who were hired after August 17, 2004 The non-seniority employee shall, at that time, contribute four percent (4%) of the employees' regular straight time hourly rate to the cost of this benefit coverage.

- 32.09 The non-seniority employee will pay union dues and initiation fees in accordance with the Collective Agreement.
- 32.10 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.
- 32.11 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.
- 32.12 During the term of the Collective Agreement which is in place from October 1, 2013 to September 30, 2017, it is agreed that up to four non-seniority employees, in total, may fill vacancies during that time resulting from the termination of the employment status of a permanent employee, (whether due to retirement or otherwise) as set out below:

Once two terminations of permanent employees subsequent to September 30, 2013 have occurred, one non-seniority employee will be assigned to permanent status.

Once four terminations of permanent employees subsequent to September 30, 2013 have occurred, a further non-seniority employee will be assigned to permanent status.

Once six terminations of permanent employees subsequent to September 30, 2013 have occurred, a further non-seniority employee will be assigned to permanent status.

Once eight terminations of permanent employees subsequent to September 30, 2013 have occurred, one non-seniority employee will be assigned to permanent status.

In clarification of the above a maximum of four non-seniority employees may be assigned to permanent status during the life of the Collective Agreement provided the employment status of eight permanent employees has been terminated during this period.

- 32.13 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.
- 32.14 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.
- 32.15 In the event that the Company implements any training programs for new or existing classifica-

tions, it is agreed that permanent employees will be provided opportunity for such training prior to the non-seniority employees.

- 32.16 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 XXXIII

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 XXXIV

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.

APPENDIX "A"

Applicable Only to Seniority Employees
Hired PRIOR to August 17, 2004

Job Classification & Job Rate
Effective October 1, 2013 to September 30, 2016

Job Classification	Hiring Rate	Learning Rate	Progression Rate	Job Rate
Maintenance				
Trades Person	25.59	26.09	27.09	28.09
Sr. Maintenance				
Mechanic	25.41	25.91	26.91	27.91
Tool & Die Maker	25.41	25.91	26.91	27.91
Lead Hand	24.87	25.37	26.37	27.37
Quality Inspector	24.87	25.37	26.37	27.37
Expeditor	24.87	25.37	26.37	27.37
Cell Operator	24.04	24.54	25.54	26.54
Welder	23.86	24.36	25.36	26.36
Sheet Metal Mechanic	23.69	24.19	25.19	26.19
Tester	23.69	24.19	25.19	26.19
Painter	23.35	23.85	24.85	25.85
Porcelain Sprayer	23.28	23.78	24.78	25.78
CNC Operator	23.28	23.78	24.78	25.78
Press Brake Operator	23.28	23.78	24.78	25.78
Finisher	23.28	23.78	24.78	25.78
Shear Operator	23.06	23.56	24.56	25.56
Cycle Counter	22.90	23.40	24.40	25.40
Assembler	22.85	23.35	24.35	25.35
Machine Operator	22.85	23.35	24.35	25.35
Parts Picker	22.85	23.35	24.35	25.35
Material Handler	22.85	23.35	24.35	25.35
Shipper-Receiver	22.85	23.35	24.35	25.35
Crater	22.85	23.35	24.35	25.35
Sweeper	22.85	23.35	24.35	25.35

APPENDIX "A"

Applicable Only to Seniority Employees
Hired PRIOR to August 17, 2004

Job Classification & Job Rate
Effective October 1, 2016 2% Increase

Job Classification	Hiring Rate	Learning Rate	Progression Rate	Job Rate
Maintenance				
Trades Person	26.15	26.65	27.65	28.65
Sr. Maintenance				
Mechanic	25.97	26.47	27.47	28.47
Tool & Die Maker	25.97	26.47	27.47	28.47
Lead Hand	25.42	25.92	26.92	27.92
Quality Inspector	25.42	25.92	26.92	27.92
Expeditor	25.42	25.92	26.92	27.92
Cell Operator	24.57	25.07	26.07	27.07
Welder	24.39	24.89	25.89	26.89
Sheet Metal Mechanic	24.21	24.71	25.71	26.71
Tester	24.21	24.71	25.71	26.71
Painter	23.87	24.37	25.37	26.37
Porcelain Sprayer	23.80	24.30	25.30	26.30
CNC Operator	23.80	24.30	25.30	26.30
Press Brake Operator	23.80	24.30	25.30	26.30
Finisher	23.80	24.30	25.30	26.30
Shear Operator	23.57	24.07	25.07	26.07
Cycle Counter	23.41	23.91	24.91	25.91
Assembler	23.36	23.86	24.86	25.86
Machine Operator	23.36	23.86	24.86	25.86
Parts Picker	23.36	23.86	24.86	25.86
Material Handler	23.36	23.86	24.86	25.86
Shipper-Receiver	23.36	23.86	24.86	25.86
Crater	23.36	23.86	24.86	25.86
Sweeper	23.36	23.86	24.86	25.86

APPENDIX "A"

Applicable Only to Seniority Employees
Hired AFTER August 17, 2004

Job Classification & Job Rate
Effective October 1, 2013 to September 30, 2016

Job Classification	Hiring Rate	Learning Rate	Progression Rate	Job Rate
Maintenance				
Trades Person	25.02	25.52	26.52	27.52
Sr. Maintenance				
Mechanic	24.86	25.36	26.36	27.36
Tool & Die Maker	24.86	25.36	26.36	27.36
Lead Hand	24.34	24.84	25.84	26.84
Quality Inspector	24.34	24.84	25.84	26.84
Expeditor	24.34	24.84	25.84	26.84
Cell Operator	23.53	24.03	25.03	26.03
Welder	23.34	23.84	24.84	25.84
Sheet Metal Mechanic	23.17	23.67	24.67	25.67
Tester	23.17	23.67	24.67	25.67
Painter	22.83	23.33	24.33	25.33
Porcelain Sprayer	22.77	23.27	24.27	25.27
CNC Operator	22.77	23.27	24.27	25.27
Press Brake Operator	22.77	23.27	24.27	25.27
Finisher	22.77	23.27	24.27	25.27
Shear Operator	22.58	23.08	24.08	25.08
Cycle Counter	22.41	22.91	23.91	24.91
Assembler	22.36	22.86	23.86	24.86
Machine Operator	22.36	22.86	23.86	24.86
Parts Picker	22.36	22.86	23.86	24.86
Material Handler	22.36	22.86	23.86	24.86
Shipper-Receiver	22.36	22.86	23.86	24.86
Crater	22.36	22.86	23.86	24.86
Sweeper	22.36	22.86	23.86	24.86

APPENDIX "A"

Applicable Only to Seniority Employees
Hired AFTER August 17, 2004

Job Classification & Job Rate
Effective October 1, 2016 2% Increase

Job Classification	Hiring Rate	Learning Rate	Progression Rate	Job Rate
Maintenance				
Trades Person	25.57	26.07	27.07	28.07
Sr. Maintenance				
Mechanic	25.41	25.91	26.91	27.91
Tool & Die Maker	25.41	25.91	26.91	27.91
Lead Hand	24.88	25.38	26.38	27.38
Quality Inspector	24.88	25.38	26.38	27.38
Expeditor	24.88	25.38	26.38	27.38
Cell Operator	24.05	24.55	25.55	26.55
Welder	23.86	24.36	25.36	26.36
Sheet Metal Mechanic	23.68	24.18	25.18	26.18
Tester	23.68	24.18	25.18	26.18
Painter	23.34	23.84	24.84	25.84
Porcelain Sprayer	23.28	23.78	24.78	25.78
CNC Operator	23.28	23.78	24.78	25.78
Press Brake Operator	23.28	23.78	24.78	25.78
Finisher	23.28	23.78	24.78	25.78
Shear Operator	23.08	23.58	24.58	25.58
Cycle Counter	22.91	23.41	24.41	25.41
Assembler	22.86	23.36	24.36	25.36
Machine Operator	22.86	23.36	24.36	25.36
Parts Picker	22.86	23.36	24.36	25.36
Material Handler	22.86	23.36	24.36	25.36
Shipper-Receiver	22.86	23.36	24.36	25.36
Crater	22.86	23.36	24.36	25.36
Sweeper	22.86	23.36	24.36	25.36

HIRING SCHEDULE FOR NEW PERMANENT EMPLOYEES

The probationary period is 60 working days from the date of hire and initiation fees of \$200.00 and monthly union dues of \$35.00 – effective October 1st, 2013 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. |

APPRENTICE MAINTENANCE TRADESMAN

Percentage of maintenance Mechanic Rate...

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

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

HIRING SCHEDULE FOR NON-SENIORITY GROUP

The probationary period is 60 working days from the date of hire. Initiation fee of \$100.00 and monthly union dues of \$30.00 will be paid to the union the first pay of every month.

The Hiring Rate, Learning Rate, Progression Rate and Job rate as set out in Appendix "A" will be 65% of the applicable level for permanent employees hired subsequent to August 16th, 2004. This shall not apply to non-seniority employees who currently have re-call rights.

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

January 21st, 2014

RE: VACATION PLANNING

Vacation Planning details have been determined by a Labour/Management meeting.

The Parties have agreed to the following:

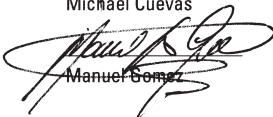
- a) 50% of vacation preferences will be submitted by all employees to the Company by March 1st.
- b) Seniority will be the deciding factor for vacation preferences submitted by the March 1st deadline.
- c) By July 1st all employees must submit any remaining vacation preferences for the balance of the year. (This does not prevent someone from booking all of their vacation on March 1st).
- d) If vacation is already booked by any person as of March 1 the July 1st deadline will not take precedent over the March 1st deadline and will be decided on a first come first serve basis, availability and will not be considered on the basis of seniority.
- e) Garland Operations Management will finalize the approved vacation plan by March 31st and July 31st.



Ian McLeod
Directors of Operations



Michael Cuevas



Manuel Gomez



Ron Brooks



Danuta Markowska



Luis Pimentel

LETTER OF UNDERSTANDING

Re: Out Sourcing

- a) 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.
- b) It is understood that this letter has no application to transfer of the parts servicing business now at the Garland Mississauga facility to any Manitowac/Garland/or third party facility located in the United States.

LETTER OF UNDERSTANDING

Re: ADMINISTRATION OF HEALTH & WELFARE BENEFITS

The parties have agreed to hold discussions about the feasibility of the administration of the current Health & Welfare Benefits through LiUNA Local 506. It is understood that this does not constitute a representation that any change in administration will take place.

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, 2004

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.

LETTER OF UNDERSTANDING

Re: PAYMENTS

Permanent Employees

1. October 1, 2013 – a 2% lump sum will be paid to all permanent employees to be calculated on the wages paid to the permanent employee for hours worked between October 1st, 2012 and September 30, 2013.
2. October 1, 2014 – a 2% lump sum will be paid to all permanent employees to be calculated on the wages to the permanent employee for hours worked between October 1, 2013 and September 30, 2014.
3. October 1, 2015 – a 2% lump sum will be paid to all permanent employees to be calculated on the wages paid to the permanent employees for hours worked between October 1, 2014 and September 30, 2015.
4. October 1, 2016 - All permanent employees will receive at 2% adjustment to their hourly rate of pay.

Non Seniority Employees

1. October 1, 2013 – 2% lump sum will be paid to all non seniority group employees to be calculated on the wages paid to the non seniority employee for hours paid to the non seniority employee between October 1, 2012 and September 30, 2013.
2. Non seniority employees will also receive increase in their rates of pay in accordance with the amended progression set out in revised Article 32.05 of this Collective Agreement.
3. October 1, 2016: The rate of pay for non seniority employees will be adjusted in accordance with the terms of the Collective Agreement due to the adjustment on that date of hourly rates in Appendix A for permanent employees hired after August 17, 2004.

APPENDIX "B"

MEMORANDUM OF AGREEMENT

BETWEEN:

GARLAND COMMERCIAL RANGES LTD

and

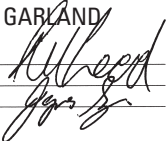
**LABOURERS' INTERNATIONAL UNION
OF NORTH AMERICA, LOCAL 506**

The undersigned representative of the parties agree to recommend unanimously to their respective principals that the current Collective Agreement be replaced with a new Collective Agreement that expires September 30th, 2013 containing all the provisions of the current Collective Agreement as amended by Appendix "A" hereto. In this regard the parties will make a joint application to the Ontario Labour Relations Board for its consent to the early termination of the current Collective Agreement so that it is replaced by the new Collective Agreement as set out in Appendix "A".

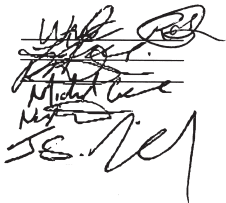
It is understood that the new Collective Agreement is conditional on ratification by the membership and conditional on Garland Mississauga being successful in obtaining the production of the McDonald's 'Clamshell' Grill currently in production at the Garland Commercial industries Freeland PA plant.

Dated at Toronto this 8th day of August, 2013.

GARLAND



LiUNA LOCAL 506





GROUP LEGAL PLAN

**Labourers' International Union
of North America
Local 506**

Revised January 2010

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SECTION 1 PLAN INTRODUCTION LETTER

To All Eligible Plan Members:

The Board of Trustees are pleased to provide you with a description of the Legal benefits provided by the Labourers' International Union of North America Local 506 for legal claims incurred on or after September 1st, 2010. Claims incurred prior to this date will be adjudicated based on the text in the previous plan booklet.

The booklet provides a complete description of the legal benefits to which you and your eligible dependents are entitled, the rules governing the eligibility for the benefits and the procedures that you should follow when making a claim.

Be sure to read this booklet carefully so you will be acquainted with the various legal benefit provisions. This Group Legal Program is designed to provide legal assistance to you and your family. It is important that you understand the provisions of the Plan. **The Plan will not cover all of your legal expenses** and will only cover those legal services provided for in this booklet. The final determination of any claim, question or problem that may arise will be governed by the Trust Agreement and the Current Schedule of Benefits which have been approved by the Board of Trustees. These documents are available for examination at the Fund Office.

NOTE: Claim forms may be obtained from the Union Office. They must be completed in entirety by the Plan Member and submitted to the Administrator along with the **ITEMIZED STATEMENT OF ACCOUNT** on legal letterhead indicating the services provided, legal fees paid excluding disbursements and taxes from the Lawyer or Law Firm providing the legal services. **Services provided by a registered paralegal are covered for M1 Highway Traffic Act Matters only.** All claims must be submitted within 24 months of the date of service or the date of offence for H.T.A. Matters.

Should you have any questions regarding your benefits, do not hesitate to contact the Administrator's office or your Local Union Office where a member of the staff will be pleased to assist you.

Sincerely,
Your Board of Trustees

Carmen Principato
Tony Do Vale
Roly Bernardini
Peter Glaze

Tom Howell
Jim Vlahos
William O'Riordan
Alex De Lulis

SECTION 2 - ELIGIBILITY

Plan Members of the **Labourers' International Union of North America Local 506** who are employed by contributing employers and on whose behalf contributions to the Group Legal Benefit Plan have been received, and who are currently eligible for benefit coverage under the **Labourers' International Union of North America Local 506 Health & Welfare Benefit Plan** shall be entitled to benefit coverage in the Group Legal Program. Members and their eligible dependents, shall continue to be eligible for legal benefits as long as they remain eligible for benefits in the **Labourers' International Union of North America Local 506 Health & Welfare Benefit Plan**.

Group Legal Benefit coverage is provided for Plan Members whose Health & Welfare benefits are extended by paying direct.

The Group Legal Plan provides coverage for all retirees who are eligible in the Labourers' Union Local 506 Retiree Benefit Plan and who are paying direct to maintain their benefits. All claims are subject to the rules applicable to the Plan of Benefits.

Termination of Coverage

Your Group Legal benefits will terminate on the same date that the Plan Member ceases to be eligible for benefits in the Health and Welfare Benefit Plan. Legal services which commence following this date will be ineligible for coverage.

Referrals and Claims Procedures

The Group Legal Program has entered into agreement with certain law firms within the jurisdictional area of your Local Union. These law firms are under contract to the Trust Fund to provide the legal services which are set out in your Plan. A list of these law firms is maintained at your Local Union Office. All Plan Members covered under the program are entitled to use any of the law firms who are under contract to provide legal services to the Fund or to use the lawyer of their own choice.

Should a Plan Member choose to use a lawyer who is not under contract to provide services to the Fund, the Plan

Members should obtain a claim form from the Local Union Office. This form must be completed by the Plan Member and submitted with the **ITEMIZED STATEMENT OF ACCOUNT** on legal letterhead indicating the services provided, legal fees paid excluding disbursements and taxes from the lawyer or law firm providing the services. If an initial consultation is provided, the same is required, clearly indicating the date of service and fee charged in connection with the initial consultation. The schedule of fees which is set out in this booklet are the maximum amounts payable by the plan for the services described herein. It is recommended that when a member uses a lawyer of his own choice, that the member show the booklet to the lawyer in order that the lawyer or law firm providing the service will be familiar with the maximum amounts payable for legal services by the Fund.

NOTE: The Fund will pay for **legal services only**. All additional charges beyond the maximum payable by the Plan or for non-legal services, disbursements, taxes, administration or filing fees are the responsibility of the Plan Member. For those services which are provided by the Plan on an hourly basis, the Board of Trustees have established an hourly rate of reimbursement of \$150.00 per hour for claims incurred on or after September 1st, 2010.

Group Legal benefits are a taxable benefit and Plan members will receive a T4A for contributions made to the fund on their behalf.

All claims should be sent to:

GLOBAL BENEFITS

ATTENTION: THE DEFENDERS GROUP

88 St. Regis Crescent South
Toronto, Ontario
M3J 1Y8

ALONG WITH A COMPLETED CLAIM FORM AND AN ITEMIZED STATEMENT OF ACCOUNT ON LEGAL LETTERHEAD INDICATING THE SERVICES PROVIDED, LEGAL FEES PAID EXCLUDING DISBURSEMENTS AND TAXES FROM THE LAWYER OR LAW FIRM PROVIDING THE LEGAL

SERVICES. ALL CLAIMS MUST BE SUBMITTED WITHIN 24 MONTHS OF THE DATE OF SERVICE OR THE DATE OF OFFENCE FOR HIGHWAY TRAFFIC ACT MATTERS.

Changes and/or Discontinuation of the Plan:

The Trustees may at any time amend, modify or suspend the Plan.

SECTION 3 - SCHEDULE OF BENEFITS

The following is a schedule of benefits for claims for legal services incurred on or after September 1st, 2010 which are covered by the Group Legal Plan and the maximum amounts payable for each service.

Unless otherwise stated, all Plan maximums are based on a calendar year. **The maximum amount set out in this schedule is the maximum amount payable for each service, not withstanding the fact that certain proceedings may take in excess of one calendar year to complete.**

“A” - REAL ESTATE

A Plan Member and/or their dependent spouse shall be provided with legal assistance in connection with the sale or purchase of a family dwelling, **which is the Plan Member’s principal residence, and which shall be used by the Plan Member’s family as a dwelling place;** the purchase of a lot on which to build a family dwelling (provided a building permit is issued within 1 year) and the purchase of a vacation property. Assistance in the arrangement of new or renewal of mortgage is also covered under the Plan insofar as they relate to the principal family residence. **A Plan Member and/or their dependent spouse shall not be entitled to assistance in connection with commercial or income producing property.** Maximums include 1 sale, 1 purchase, 1 mortgage incidental to purchase or 1 new or renewal of mortgage in any 12 month period. Benefits relating to the sale, purchase, mortgage (new or renewal), mortgage incidental to purchase or discharge of mortgage on a vacation or recreational property are limited to a **lifetime maximum of 1 per Plan Member.**

Codes		Maximum Amount
A1	Purchase Family Dwelling	\$450
A2	Sale Family Dwelling	\$450
A3	Purchase Lot for Family Dwelling	\$450
A4	Purchase Vacation Property	\$450
A5	Transfer of Title	\$250
A6	Mortgage New or Renewal	\$300
A7	Mortgage Incidental to Purchase	\$200
A8	Discharge of Mortgage	\$150

NOTE: Plan Members claiming for the purchase and sale of their principal family residence **MUST COMPLETE AND SIGN THE REAL ESTATE AFFIDAVIT ON THE REVERSE OF THE CLAIM FORM.** The maximum block fees payable for the “Purchase or Sale of a family dwelling” A1 & A2 \$450 are inclusive of the required Transfer of Title on the property. Code A6 Mortgage New or Renewal is only payable for mortgages unrelated to a purchase. **Mortgage services provided through a banking facility, trust company or mortgage company must identify the amount of the legal fee included in their administration fee or disbursements in order for the Plan Member to be eligible for benefits.** If the required information is not provided, a formula will be used to determine the legal portion of the fees charged in order to reimburse the Plan Member. Survivorship applications will be paid under Code A5 Transfer of Title and allowed up to the maximum amount of \$250. Title insurance is not a covered benefit.

“B” - DIVORCE AND DOMESTIC PROCEEDINGS

The Plan Member and the Spouse of the Plan Member (i.e., the Spouse of the Plan Member in respect of whom the contributions are being made for coverage under their Plan) shall be entitled to representation in connection with any matrimonial or divorce proceedings. Representation of the Plan Member and Spouse shall include preparation of a separation agreement, filing a petition of divorce or separation and all other acts necessary for terminating the relationship, establishing the

custody of the children and effecting an equitable distribution of property. If proceedings are non-contested the Spouse of the Plan Member will be encouraged to seek the advice and consultation of independent legal counsel. In the event of a contested divorce where the services exceed the limit of the Plan, the Law Firm may assess a separate fee upon prior mutual agreement of the parties and the Plan will only be responsible for the maximum allowable amounts as set out herein.

Cheques for legal services for a Plan Member's dependent spouse in divorce or separation matters will be mailed directly to the dependent spouse or the dependent spouse's lawyer.

Please ensure that the required address is submitted.

Under this item each Plan Member, or dependent spouse, as the case may be, shall be entitled to representation in respect of the following:

- Divorce
- Property and Custody Support
- Separation Agreements
- Modifications
- Adoption Guardianship
- Change of Name
- Birth Certificate Assistance
- Passport Assistance

Codes	Maximum Amount
B1 Divorce Member	\$600
B2 Divorce Spouse	\$600
B3 Property and Custody Support Member	\$600
B4 Property and Custody Support Spouse	\$600
B5 Separation Agreement Member	\$600
B6 Separation Agreement Spouse	\$600
B7 Modification of Separation Agreement	\$300
B8 Adoption (Private)	\$500
B9 Guardianship	\$400
B10 Change of Name	\$250
B11 Birth Certificate Assistance	\$200
B12 Post or Pre-nuptial Agreement	\$500

NOTE: The block fees set out herein are payable only for services provided and are **not accumulative**. EG: If your lawyer prepares a separation agreement you would only be entitled to a maximum of \$600. You would not be entitled to claim for property and custody support notwithstanding, the fact that issues of property and custody are set out in the separation agreement.

The maximum amounts set out in this section are the maximum amounts payable for each service notwithstanding the fact that certain proceedings may take in excess of one calendar year to complete. If a request for reimbursement pertaining to a consultation in connection with family matters is submitted, please ensure that the statement of account clearly indicates the date of service, the service provided, the amount of time for the consultation and the Lawyer's hourly rate.

“C” - PREVENTIVE LAW

Each Plan Member and their eligible dependents shall be entitled to receive legal advice by telephone or direct office consultation on any problem that the Plan Member believes to be of a legal nature.

Codes	Maximum Amount
C1 Preventive Law	\$ 300

(Including Telephone Consultations)

NOTE: If a request for reimbursement pertaining to a consultation in connection with family or criminal matters is submitted, please ensure that the statement of account clearly indicates the date of service, the service provided, the amount of time for the consultation and the Lawyer's hourly rate. For WSIB related matters, only the initial consultation will be covered by your Plan of Benefits.

“D” - NON-COMPLEX LEGAL DOCUMENTS

Legal documents which are not deemed to be excessively complex will be prepared for the Plan Member and

their eligible dependents. This item includes but is not limited to the following:

- Powers of Attorney
- Deeds
- Simple Contracts
- Leases
- Notarized Affidavits (Excluding fees for the completion of a passport application)

Codes		Maximum Amount
D1	Power of Attorney - Personal Care	\$ 50
D10	Power of Attorney - Property	\$ 50
D2	Deeds	\$100
D3	Simple Contracts	\$200
D4	Tenant Leases (Residential)	\$150
D5	Notarized Affidavits or Documents	\$ 25
D6	Other legal documents	\$200

“E” - WILLS AND ESTATES

Plan Members and/or their spouses shall be entitled to have prepared what is commonly regarded as a Simple Will (i.e. a Will which does not include the creation of any trust or other estate). A Plan Member and/or their spouse shall, for the duration of membership in the Plan, be entitled to the periodic review and amendment of all testamentary instruments, including the preparation of revised Wills and Codicils not to exceed one revision in any 12 consecutive months.

Codes		Maximum Amount
E1	Simple Will Member	\$100
E2	Simple Will Spouse	\$100
E3	Revised Will or Codicil Member	\$ 75
E4	Revised Will or Codicil Spouse	\$ 75

“F” - LANDLORD AND TENANT MATTERS

A Plan Member as Lessee, shall be represented in connection with any claims or controversies arising out

of a tenant lessor-lessee relationship in respect of their apartment or dwelling. **Proceedings in which the Plan Member and/or their eligible dependents, is the landlord will not be a covered benefit under this Plan.**

Codes	Maximum Amount
F1 Leases/Tenancy	\$500

“G” - CONSUMER AND PERSONAL PROPERTY LAW

A Plan Member and their eligible dependents shall be entitled to legal representation in connection with any claim against a manufacturer, distributor or retailer for defects in any merchandise, article or service or in a recovery on any warranty given in connection with the sale of merchandise, article or service, where such claim is in excess of \$100.00. The Plan shall not be obliged to litigate under code H2 on any claim unless the dollar value exceeds \$300.00.

Subject to the above limitation, the Plan may provide legal services to a Plan Member and their eligible dependents in connection with the following:

- Contracts/Warranty
- Consumer Protection Act
- Personal Bankruptcy — Voluntary petition not involving any business — including the fees of a Trustee in bankruptcy
- Garnishment of Wages
- Tax advice, excluding preparation of tax returns
- Personal Liens
- Representation in Small Claims Court

Codes	Maximum Amount
G1 Contracts/Warranty	\$400
G2 Consumer Protection Act	\$400
G3 Bankruptcy (Personal)	\$500
G4 Garnishment of Wages	\$300
G5 Tax Advice	\$250

G6	Liens (Personal)	\$250
G7	Small Claims Court	\$500

NOTE: When requesting reimbursement for a bankruptcy, the Bankrupt must be discharged prior to submitting the claim. A Form 13 - Trustees Statement of Receipts and Disbursements must be submitted in order for the Plan Member to be reimbursed for his Trustee's fees.

“H” - CIVIL LITIGATION (Defendant)

A Plan Member and their eligible dependents shall be represented in connection with any civil action or civil administrative proceeding in which the Plan member, Spouse or Dependent is named as a defendant or respondent provided that such representation shall not exceed twenty (20) hours in a calendar year. The Plan shall be under no duty to provide legal representation to a Plan Member or their eligible dependents where representation is provided for under statutory programs.

Plan Members shall be required to pay any disbursements in connection with such defensive litigation including the costs of discovery, witness fees, etc.

“H” - CIVIL LITIGATION (Plaintiff, Plan Member Only)

Only the Plan Member shall be represented in connection with the filing of a civil or administrative action for and on behalf of the Plan Member in connection with any material injury to person or property for the deprivation or injury of any constitutionally or statutorily guaranteed right, any right conferred at common law or for the adjustment of any grievance both recognizable and actionable in either law or equity.

No representation shall be available under this item for any action that is either non-meritorious, calculated to be vexatious only, or a non-material or non-consequential nature or would be contrary to public policy.

In the event any damages are recovered or some form of monetary claim effected, the first \$4,000.00 excluding

damages for property replacement and/or medical expenses of any such recovery shall be free of any assessment by the Plan for legal costs expended on the Plan Member's behalf. If the monetary settlement is in excess of the \$4,000.00, the Plan Member is not entitled to reimbursement under the Plan of Benefits. The Plan shall be entitled to recover any legal costs expended on behalf of the Plan Member from costs awarded by the court and from any monetary settlement in excess of \$4,000.00. Please see the exclusions to the Plan on page 80.

Codes	Maximum Amount
H1 Defendant Representation	20 Hours @ \$150/hr
H2 Plaintiff Representation	20 Hours @ \$150/hr

“J” - GOVERNMENT PROGRAMS AND ASSISTANCE

Social Assistance
 Unemployment Insurance Commission
 Immigration (Plan Member and
 Dependent Spouse only)

A Plan Member and/or his spouse shall be entitled to legal representation on behalf of themselves or their eligible dependents in any matter requiring legal assistance arising out of disputes or appeals with Social Assistance or Employment Insurance.

A Plan Member and/or his spouse shall be entitled to legal representation in matters of immigration into or out of Canada on behalf of himself or his dependents, or on behalf of any other relative who the Member and/or his spouse has directly sponsored into Canada.

Immigration Consultants and Paralegals are not covered.

Codes	Maximum Amount
J1 Social Assistance	\$150
J2 Employment Insurance Commission	\$150
J3 Immigration Member	\$600
J4 Immigration Spouse	\$600

NOTE: The maximum amounts set out in this section are the maximum amounts payable for each service notwithstanding the fact that certain proceedings may take in excess of one calendar year to complete.

“K” - INSURANCE RELATED MATTERS

Plan Members and their eligible dependents shall be represented in connection with any claim against their insurer (**except for benefits provided by the Labourers’ International Union of North America Local 506 Benefit Trusts or benefits provided by a contributing employer to this Group Legal Benefit Plan**) by reason of failure to provide or pay the benefits as contracted for or to render advice in the interpretation of any policy provision. Included, but not limited to, are the following forms of insurance to which this item is addressed:

- Accident and Health
- Life and Annuity
- Fire and Homeowners
- Casualty
- Automobile Liability
- Marine

In the event it is necessary to litigate any claim against an insurance carrier, the conditions set forth in item “H” hereinbefore shall apply.

Codes	Maximum Amount
K1 Accident and Health	\$300
K2 Life and Annuity	\$300
K3 Fire and Homeowners	\$300
K4 Casualty	\$300
K5 Automobile Liability	\$300
K6 Marine	\$300
K7 Other	\$300

“L” - AUTOMOBILE RELATED MATTERS

Plan Members and their eligible dependents shall be represented in connection with the following automobile related events:

Actions relating to the suspension/revocation of driver's license
Damage and personal injury
Uninsured Motorist

Parking violations are excluded from coverage under this item.

Litigation under this item is subject to the limitations set forth in Item “H”.

Codes		Maximum Amount
L1	Civil Actions (Re: Auto Accident)	\$500
L2	Damage and Personal Injury	\$500
L3	Uninsured Motorist	\$400

“M” - CRIMINAL MATTERS (Limited)

Plan Members and their eligible dependents shall be entitled to limited legal representation when charged under Provincial or Federal Statutes of the following:

Summary Conviction Matters
Indictable and Hybrid Offenses
Impaired Driving/Driving over (0.8 mg)

Representation for driving while impaired or driving over 0.8 mg is limited to one charge in any calendar year and lifetime maximum of 2 charges.

Services provided by a registered paralegal are covered for M1 Highway Traffic Act matters ONLY. The Plan will only pay up to the M1 maximum block fee for representation on all charges arising out of a single incident. **A copy of the Highway Traffic Act ticket must accompany all claims for Highway Traffic Act matters.** Parking violations are excluded from coverage under this item. Please ensure that you are eligible on the date of the offence.

Codes	Maximum Amount
M1 Highway Traffic Act	\$300
M2 Provincial Offenses Act or Offenses under Municipal Bylaws	\$500
M3 Criminal Code of Canada	\$700
M4 Criminal Pardons	\$600

NOTE: Plan Members and their dependents shall be entitled to legal or administrative cost for services provided by Pardons Canada for the processing of an application to remove a criminal record and complete an application for pardon.

In the event that several charges are laid arising out of a single incident pertaining to Criminal Matters, the Plan will only allow reimbursement up to the Plan maximum. If a request for reimbursement pertaining to a consultation in connection with Criminal Matters is submitted, please ensure that the statement of account clearly indicates the date of service, the service provided, the amount of time for the consultation and the Lawyer's hourly rate. For all criminal matters, the charges must appear on the statement of account.

The maximum amount set out in this schedule is the maximum amount payable for each service, not withstanding the fact that certain proceedings may take in excess of one calendar year to complete.

“N” - APPEALS

Plan Members and their eligible dependents shall be entitled to legal representation on appeal. The Plan shall pay a maximum of 50% of the legal fees up to \$1,000 on an appeal. Appeals are limited to one appeal only on any decision of the Court or any conviction arising out of the same incident or charge.

Codes	Maximum Amount
N1 Appeals	50% to \$1,000

MAXIMUM REPRESENTATION

The maximum representation that a Plan Member and their eligible dependents shall receive, shall not exceed 30 hours of legal service in a calendar year.

LEGAL SERVICES IN EXCESS OF PLAN MAXIMUM

In the event that legal services are to be provided by a law firm which is under contract to the Group Legal Program as a service provider, and where the legal cost will exceed the maximum amount payable by the Plan, then such law firm shall to the best of their ability inform the Plan Member of the additional legal costs which are to be paid by the Plan Member prior to commencing the service.

SECTION 4 - EXCLUSIONS

The following services are excluded from coverage under the Plan:

1. Disbursements, court costs, filing fees, land transfer taxes, administration fees, registration fees, including mortgage registration fees, G.S.T., title insurance and finger printing fees.
2. Title searches and survey fees.
3. Fines and penalties, whether civil or criminal.
4. Any judgement for damages, including judicially awarded costs.
5. Any proceedings or dispute involving an Employer or their officers, agents, representatives or employees.
6. Any proceedings or dispute involving the Union, its officers, agents, representatives or employees.
7. Any proceedings arising under the Ontario Labour Relations Act or any other statute that relates to labour relations or terms and conditions of employment, including but not limited to W.S.I.B., Employment Insurance, the Occupational Health and Safety Act or the

Ontario Human Rights Code in matters involving an Employer.

8. Any dispute involving the Plan, the Plan of Benefits or any other Plan or Trust Fund provided by a Contributing Employer to this Plan of benefits or the **Labourers' International Union of North America Local 506 Benefit Trusts**.
9. Matters involving election to any public office.
10. Non-personal legal services (e.g. any business related matters).
11. Any controversy between a Member and his Spouse or any of his Dependents apart from divorce, separation or annulment.
12. No service shall be provided that will violate Public or Statutory Law.
13. Any case in which defense or other legal representations is provided through insurance or other indemnification.
14. Action instituted prior to becoming a Plan Member or civil actions requested to file arising out of pre-existing conditions. Exceptions may be waived by the Board of Trustees.
15. Class actions or interventions or amicus curiae filings in any suite or controversy among other parties not involving the immediate and direct interest of a Plan Member.
16. Any case in which defense or other legal representation is provided through any government agency, which will represent a Plan Member without charge.
17. Any representation required by reason of any acts committed or acts which a Plan Member omitted to perform giving rise to tort, negligence, or criminal claims, or charges, which acts of omission occurred prior to a Plan Member joining the Plan.
18. Court appearance in connection with small claims involving an amount less than \$300.00.

19. Services rendered by a registered Paralegal except for services rendered with respect to offenses under the Highway Traffic Act.
20. Stale dated claims which were incurred over 24 months prior to their submission.

INTERPRETATION — The Trustees shall be exclusively responsible for the interpretation and application of this Plan, the determination of all questions pertaining to eligibility and entitlement to benefit.

SECTION 5 - PLAN RULES

DEFINITIONS

“Benefits” means payment of a monetary sum to or on behalf of a Plan Member for legal fees incurred by the Plan Member or their eligible dependents in obtaining Legal Services for matters covered by the Plan.

“Covered Individual” means a Plan Member, his or her spouse and eligible dependents.

“Dependents” means any person with the following relationship to the Plan Member:

- (1) Spouse.
- (2) Plan member’s unmarried children (including adopted and/or step children) under 21 years of age who are wholly dependent on the Plan Member for support;
- (3) Plan member’s unmarried children (including adopted and/or step children) up to age 25, who are full time students at a University or similar educational institution and depend wholly on the Plan Member for support.

“Legal Services” means representation or advice from a qualified legal practitioner with respect to those matters listed in the Schedule of Benefits.

“Plan Member” means a member of the **Labourers’ International Union of North America Local 506** who is employed by a Contributing Employer and who is eligible to receive benefits under the Plan.

“Plan” means the **Labourers’ International Union of North America Local 506 Group Legal Benefit Plan**.

“Spouse” means an individual who: * is married to the Plan Member through an ecclesiastical or civil ceremony; or,

* although not legally married to the Plan Member, cohabits with him/her for at least one year in a spousal relationship recognized as such in the community in which he/she resides.

“Trust Agreement” means the Agreement between the Employers and the Union pursuant to which the Trust Fund was established.

“Trust Fund” means the **Labourers’ International Union of North America Local 506 Group Legal Benefit Trust**, established pursuant to the Trust Agreement.

Capitalized terms used in this Legal Benefit Plan but not defined above shall have the meanings given to those terms in the Trust Agreement.

The Defenders Group



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