

THIS AGREEMENT ENTERED INTO AS OF THE 10TH DAY OF NOVEMBER 1997

B E T W E E N :

UNIVERSAL HANDLING EQUIPMENT COMPANY LIMITED
hereinafter referred to as the "Company"

OF THE FIRST PART

- and -

UNITED STEEL WORKERS OF AMERICA
hereinafter referred to as the "Union"

OF THE SECOND PART

ARTICLE I - PURPOSE

1.01 The general purpose of this agreement is to establish collective bargaining relations between the Company and the Union, to continue the co-operation and spirit of good will between the Company and its employees, to provide machinery for the prompt disposition of grievances arising under this agreement, and to set forth negotiated conditions of employment for all employees who are subject to the provisions of this agreement. The Union recognizes that in order to provide a proper relationship between the parties, the Company must be kept in a strong competitive market position, which means it must produce at the best possible efficiency and lowest cost, consistent with fair labour standards, and the Union agrees to support the Company in attaining such objectives.

ARTICLE II - RECOGNITION

2.01 The Company recognizes the Union as the sole and exclusive bargaining agent for all of its employees at Hamilton, Ontario, save and except sub-foremen, persons above the rank of sub-foremen, office and sales staff, and persons regularly employed for not more than twenty-four (24) hours per week as certified by the Ontario Labour Relations Board.

2.02 (a) Should the Company, during the term of this agreement, close its Hamilton plant and move such operation to another location within a radius of twenty five (25) kilometres from its existing plant, the terms and conditions of this agreement shall apply to such plant.

2.02 (b) The Company will not close 100 Burland Crescent and open up in another location during the term of this contract.

2.03 The Company agrees that its sub-foreman and those above that rank

will not perform work normally done by its employees except for:

- (a) instruction or training;
- (b) in the performance of work during emergencies or in peak periods, or for the purpose of investigation, experimentation, development and/or obtaining information when production or equipment difficulties are encountered;
- (c) when regular employees are absent, have been excused, or are not otherwise available or able to be contacted by the Company.

ARTICLE III - RELATIONSHIP

3.01 (a) The Company and the Union agree that there will be no discrimination interference, restraint or coercion exercised or practised by the Company or the Union, or by any of their representatives, with respect to membership or non-membership in the Union. The Union agrees that no Union member will conduct union activities on the premises of the Company except as specifically permitted by this agreement.

3.01 (b) The Company agrees not to display the names of employees who are receiving weekly indemnity.

ARTICLE IV - MANAGEMENT RIGHTS

4.01 Except as, and to the extent specifically modified by this agreement, all rights and prerogatives which the Company had prior to the execution of this agreement are retained by the Company and remain exclusively and without limitation within the rights of the Company and its management. Without limiting the generality of the foregoing, the Company's rights shall include:

- (a) the right : to maintain order, discipline and efficiency; to make, alter and enforce, from time to time, rules and regulations, policies and practices, to be observed by its employees; to discipline and discharge employees for proper cause. In the event the Union disputes the reasonableness of such rules and regulations, the Union shall have the right to file a policy grievance in respect hereof pursuant to the provisions of Article 7.15 of this agreement. Such grievance shall specify the rule or rules being disputed and the grounds upon which such rule or rules is being disputed.
- (b) the right: to select, hire and control the working force and employees; to transfer, assign, promote, demote, classify, lay-off, recall, suspend, and retire employees; to plan, direct and control plant operations; to select and retain employees for positions excluded from the bargaining unit and to transfer employees into the bargaining unit.

(c) the right: to determine the location and extent of its operations and their commencement, expansion, curtailment, or discontinuance; the direction of the working forces; the products to be manufactured; the standards of production; the subcontracting of work; the schedules of work and of production, the number of shifts; the methods, processes and means of performing work; job content and requirements; quality and quantity standards; the qualifications of employees; the use of improved methods, machinery and equipment; whether there shall be overtime work and who shall perform such work; the number of employees needed by the Company at any time and how many shall operate or work on any job, operation, machine or production line; the number of hours to be worked; starting and quitting time. And generally the right to manage the enterprise and its business without interference are solely and exclusively the right of the Company.

ARTICLE V - CHECKOFF OF UNION DUES

- 5.01 All present employees in the bargaining unit will be required on the signing of this agreement or on completion of thirty (30) days service, whichever last occurs, as a condition of continuing employment, to sign an "authorization to deduct Union dues" in the form set out in Article 5.06 hereof. Any such authorization shall take effect as of the next regular deduction date after it has been received by the Company.
- 5.02 The Company agrees that it will deduct from the earnings of each employee who has completed thirty (30) days service, pursuant to such authorization, in each month, commencing the month following the month in which the employee completes thirty (30) days service, regular monthly Union dues in the amount certified by the Union to the Company to be currently in effect according to the Union's constitution. The Company will record these deductions on the employee T-4 forms. The Company will deduct eight (8) dollars per week off each employee's earnings for the second, third and fourth week (and in the case of a five week month, fifth) and make adjustments in the first week of the following month to comply with the above mentioned constitution.
- 5.03 All employees hired after the date of this agreement shall, upon completion of thirty (30) days service, be required, as a condition of employment, to execute an "authorization to deduct Union dues" in the form set out in Article 5.06 hereof.
- 5.04 In order that the Company may have definite instructions as to what amounts are to be deducted for the above purpose, it is agreed that the Union shall promptly notify the Company in writing, over the signature if the Secretary-Treasurer of the Local Union, of the amount of the deduction to be

made by the Company for regular monthly Union dues, and the Company shall have the right to rely on such written notification until it receives other written notification from the Union signed with the same formality.

5.05 The Company in making the aforesaid deductions shall have the right to rely upon the signed authorization cards in its possession or furnished to it. The Union agrees to defend and hold the Company completely harmless against all claims, demand and expenses, should any person at any time contend or claim that the Company has acted wrongfully or illegally in making such checkoff deductions.

5.06 The following shall be the form of the "authorization to deduct Union dues":

TO UNIVERSAL HANDLING EQUIPMENT COMPANY LIMITED Date _____
100 Burland Crescent
Hamilton, Ontario

I hereby authorize the Company to deduct regular monthly Union dues (exclusive of initiation fees and assessments) in the amount currently in effect according to the Union's constitution, from my wages earned, and to remit same to the International Secretary-Treasurer of the United Steelworkers of America.

WITNESS:

Signature of Employee

Company Representative
or _____

Address

Union Representative

Clock No. _____ Dept. _____

ARTICLE VI - UNION REPRESENTATION

6.01 The Union may designate and the Company will recognize a suitable number of stewards, such number not to exceed four (4), however in the event that the active work force exceeds one hundred and fifty (150) unionized employees, then a fifth steward will be recognized. The Grievance Committee shall be comprised of three (3) Union members : the President, the Chief Steward and the Steward involved in the grievance. No one shall be eligible to serve as a

steward or member of the grievance committee unless he is an active fulltime employee of the Company and has at least one (1) year's seniority. The term "active employee" as used in this Article VI shall mean an employee who is regularly at work and is not absent due to lay-off, suspension or discharge pending grievance or arbitration, leave of absence, extended sickness or disability.

6.02 The Union will inform the Company in writing of the identity of all stewards and grievance committee members and the Company shall not be obliged to recognize such personnel until it has been so informed.

6.03 For the purpose of this agreement the Plant Grievance Committee and the stewards together with the officers of the Local Union shall be deemed to be officials of the Local Union. The parties hereto agree that Union officials and Local Union officials occupy positions of leadership and responsibility to see that this agreement is faithfully carried out.

6.04 No Union official shall leave his work to administer this agreement without requesting and obtaining the permission of his foreman, and such permission will not be unreasonably withheld.

ARTICLE VII - GRIEVANCE PROCEDURE

7.01 The grievance procedures herein provided for are among the most important matters in the successful administration of this agreement. The Company and the Union therefore agree that the designated grievance procedure as hereinafter set forth shall serve as and constitute the sole and exclusive means to be utilized by the grievor for the prompt disposition, decision and final settlement of a grievance arising in respect of the interpretation or alleged violation of this agreement, and specifically designated grievance procedure shall be strictly followed. Wherever the term "grievance procedure" is used in this agreement it shall be considered as including the arbitration procedure.

7.02 "Grievance" shall mean a complaint or claim concerning improper discipline or discharge, or a dispute with reference to the interpretation or alleged violation of this agreement.

7.03 (a) The Company shall be under no obligation to consider or process any grievance unless such grievance has been presented to the Company in writing at Step 2 of the grievance procedure within nine (9) days from the time the circumstances upon which the grievance is based were known or should have been known by the grievor. However, if the Company does consider or process a grievance which

has been presented late, the Company shall not be estopped or precluded at any stage of the grievance procedure from taking the position that the grievance is late and not arbitrable.

7.03 (b) The Company agrees that in the event an employee is to be disciplined, then any letters confirming the discipline will be issued at the discipline meeting.

7.04 All time limits referred to in the grievance procedures herein contained shall be deemed to mean "working days."

7.05 An employee grievance shall be processed as follows:

STEP NO. 1

If an employee has a grievance, he shall first and immediately discuss the matter with his foreman. If the matter is not immediately settled to his satisfaction the employee shall forthwith discuss the matter with the Plant Superintendent. If the employee wishes he may have his union representative accompany him to see the Plant Superintendent. The Plant Superintendent shall give the grievor an answer within three (3) days of such discussion. If the Plant Superintendent's reply is not satisfactory to the grievor, the next step must be taken within three (3) days of the Plant Superintendent's answer, but not thereafter.

STEP NO. 2

At this step the grievance shall be reduced to writing and presented to the Plant Management within the aforesaid three (3) days of receipt of the Plant Superintendent's reply, but not thereafter. The written grievance shall identify: the facts giving rise to the grievance; the section or sections of the agreement claimed violated; the relief requested and shall be signed by the employee and counter-signed by his union representative.

A meeting will be held between the plant grievance committee and the Management within three (3) days of the presentation of the written grievance. The grievor may be required to be present at the request of either party. A staff representative of the Union may be present, if requested by either party. The Plant Management shall give its written reply to the chairman of the plant grievance committee within three (3) days of such meeting.

STEP NO. 3

In the event the grievance is not settled at Step 2, the party having carriage of the grievance shall request arbitration of the grievance by giving notice in writing to the other party within ten (10) days from delivery of the decision at Step 2, but not thereafter.

If a request for arbitration is not so given within such ten (10) day period, the decision at Step 2 shall be final and binding upon both parties to this agreement, and upon any employee involved.

The notice to arbitrate shall contain the name and address of the moving party's nominee to the Board, and shall also specify all of the outstanding issues of the written grievance to be dealt with by the Board and the remedy sought. The party giving such notice shall be bound by the same and shall be restricted at arbitration to the issues presented by the notice.

The recipient of the notice shall within five (5) days advise the other party, in writing, of the name of its appointee to the arbitration board.

The two appointees so selected shall, within five (5) days of the appointment of the second of them, appoint a third person who shall be chairman. If the recipient of the notice fails to appoint an arbitrator, or if the two appointees fail to agree upon a chairman, within the time limited, the Minister of Labour for Ontario shall, if requested within five (5) days from the expiry of the date upon which the two appointees are to appoint a chairman (but not thereafter), forthwith appoint a qualified person to be chairman.

- 7.06 The arbitration board shall hear and determine the matter and shall issue a decision which shall be final and binding upon the parties and upon any employee affected by it. The decision of the majority shall be the decision of the arbitration board, but if there is no majority decision, the decision of the chairman shall govern.
- 7.07 (a) The board of arbitration shall not be authorized to make any decision inconsistent with the provisions of this agreement or to alter, modify or amend any part of this agreement, nor to modify disciplinary action, nor to adjudicate any matter not specifically assigned to it by the notice to arbitrate specified in Step 3 of Article 7.05 hereof.
- (b) If a grievor satisfies the board of arbitration that there was not just cause for his discharge, the board of arbitration, subject to Article 7.16(a) hereof, have jurisdiction to modify the discharge.
- 7.08 Each party hereto shall bear its own costs of and incidental to any such arbitration proceedings. The fees and charges of the chairman of the board of arbitration shall be borne equally by the two parties hereto.
- 7.09 The time limits and other procedural requirements set out in this Article VII are mandatory and not merely directory, and no matter may be submitted to arbitration which has not properly been carried through all specified previous

steps of the grievance procedure within the times specified. The provisions of this clause shall not be considered to have been waived by the parties or either of them unless they expressly provide a waiver thereof in writing, signed by both parties.

- 7.10 A grievance which has been disposed of pursuant to the grievance provisions of this agreement shall not again be made the subject matter of a grievance.
- 7.11 The requirements of this Article VII are mandatory and not merely directory, therefore failure to put a grievance in writing at Step 2 in accordance with the requirements thereof shall be deemed a complete waiver and abandonment of the grievance by the griever also, any grievance not appealed from one step of the grievance procedure to the next within the specified time limit shall be considered settled on the basis of the last reply.
- 7.12 A decision or settlement reached at any stage of the grievance procedure shall be final and binding upon all parties hereto, including the complaining employee, and shall not be subject to reopening by any party except by agreement in writing. If the grievance is settled at Step 2 of the grievance procedure both the Company Management and the Union representatives who pass on the same as provided herein, shall sign the settlement as endorsed upon the written grievance, so that no question or argument may arise as to what the settlement was.
- 7.13 Whenever the Company requests a Union representative who is an employee of the Company to leave his work and confer upon Union matters, such employee shall be reimbursed by the Company for the time so spent during his scheduled working hours. The Company will endeavour to schedule such meetings so that the union representative does not have to work past the end of his scheduled shift.
- 7.14 When an employee's grievance is settled by the parties or determined by a board of arbitration on the basis that the employee is entitled to be reimbursed for wages lost as a result of action on the part of the Company in violation of this agreement, such reimbursement shall be retroactive to the date of the occurrence, for such hours as the employee would have worked for the Company if the violation had not occurred, but there shall be subtracted from any monies the employee received during such period including Unemployment Insurance Commission payments. If the employee is required by the Unemployment Insurance Commission to reimburse the Commission for monies received during such period, the Company will reimburse the employee to the extent of the number of weeks for which the arbitration board award the employee compensation. Also to be subtracted from the employee's reimbursement, is any money the employee could reasonably have received if he had attempted to mitigate his damages by applying for Unemployment Insurance and qualifying therefor, and

which he failed to do. Any employee will not be reimbursed for any time which he would have lost in the course of events other than as result of the Company's aggrieved-of conduct.

7.15 Union Policy Grievance or Company Grievance

A Union policy grievance or a Company grievance may be submitted to the Company or the Union, as the case may be, in writing within seven (7) days from the time the circumstances upon which the grievance is based were known or should have been known by the griever. A meeting between the Company and the Union shall be held within five (5) days of the presentation of the written grievance and shall take place within the framework of Step 2 of Article 7.05. The Company or the Union, as the case may be, shall give its written decision within three (3) days of such meeting.

If the decision is unsatisfactory to the grieving party, the grievance may be submitted to arbitration within five (5) days of the delivery of such written decision and the arbitration sections of this agreement shall be followed.

It is expressly understood that the provisions of this paragraph 7.15 may not be used by the Union to institute a grievance directly affecting an employee or employees which such employee or employees could themselves institute, and the provisions of Article 7.05 hereof shall not thereby be bypassed.

7.16 (a) Discharge Cases

A claim by a seniority employee that he has been discharged without proper cause shall be treated as a grievance and shall commence at Step 2 of Article 7.05 provided a written grievance signed by the employee and his Union representative is presented to the Plant Management within three (3) days after the discharge. The International Representative of the Union will be permitted to attend the meeting held pursuant thereto, with the Plant Management. The Union will not question the discharge of any probationary employee nor shall such discharge be the subject of a grievance.

7.16 (b) Should the parties agree or should the griever satisfy the arbitration board that a seniority employee has been discharged without proper cause, such employee shall be reinstated as an employee without loss of seniority and shall be compensated in accordance with the provisions of Article 7.14 hereof.

ARTICLE VIII - NO STRIKES OR LOCKOUTS

8.01 The Union undertakes and agrees that while this agreement is in

operation neither the Union nor any employee shall take part in or call or encourage any strike, picketing, sitdown, slowdown or any suspension of or stoppage of or interference with work or production which shall in any way affect the operations of the Company, nor shall there be any sympathy strikes or secondary boycotts, and the Company agrees that it will not engage in any lockout during the term of this agreement.

8.02 Any employee who participates in any of the foregoing conduct shall be subject to discipline up to and including discharge.

8.03 In the event of the Union or employees participating in activity prohibited by Article 8.02 hereof, all seniority rights under this agreement shall be suspended until such activity has ended.

8.04 In the event of a legal strike, the Company agrees not to bring in replacement workers.

ARTICLE IX - SENIORITY

9.01 Seniority is defined for the purpose of this agreement as the length of continuous service of any employee of the Company, computed from the date four (4) months prior to the date such employee actually attained seniority by completing his probationary period in the manner set forth in Article 9.02 hereof, and shall apply, plant-wide, only to the extent specifically provided in this agreement.

9.02 An employee having less than eighty (80) working days of continuous service shall be considered a probationary employee and will have no seniority rights, but when such rights are acquired (subject to Article 9.01 hereof), seniority will be regarded as having started from the date four (4) months immediately prior to acquiring such seniority. The Union will not question the lay-off or dismissal of any probationary employee, nor shall such lay-off or dismissal be the subject of a grievance.

9.03 A non-bargaining unit employee who is transferred to a position within the bargaining unit, shall accumulate seniority only from the date of his commencement of work within the bargaining unit.

9.04 In all cases of filling permanent job vacancies (except those in respect of positions excluded from the bargaining unit) and in all cases of decrease or increase of the working force, the following factors shall be considered:

- (a) length of continuous service
- (b) experience, efficiency, ability and qualifications
- (c) physical fitness and reliability.

Where the qualifications in factors (b) and (c) are relatively

equal in the judgement of the Company, factor (a) shall govern; provided, however, that management shall not exercise its judgement in an arbitrary manner.

9.05 Loss of Seniority

An employee shall lose all seniority and service rights if:

- (a) he quits his employment
- (b) he is discharged for proper cause
- (c) he is laid off for a period in excess of twenty four (24) months in the case of an employee with less than five (5) years service, and thirty (30) months for an employee with five (5) or more years. Any employee who has less than twenty four (24) months seniority shall lose all seniority rights if he is laid off for a period up to his length of service.
- (d) a person on lay-off fails to return to work within ten (10) working days after the Company mails notice of recall by registered mail to the employee.

The foregoing provisions may be waived by the Plant Manager in writing if the person furnishes reasons satisfactory to the Plant Manager for such failure on his part. In such cases of waiver, the person will not be permitted to displace another employee with less seniority who has been employed in the meantime, but will be rehired with seniority intact when employment for which he is qualified and for which he has the necessary seniority is available.

It shall be the duty of the employee or laid off person to notify the Company office promptly, in writing, of any change of address or telephone number. If an employee or laid off person should fail to do this, the Company will not be responsible for the failure of a notice to reach him and any notice sent by the Company by registered mail to the address which appears on the Company's personnel records, or telephoned to the telephone number which appears on the Company's personnel records, shall be conclusively deemed to have been received by the employee or laid off person.

- (e) If an employee fails to return to work promptly after the expiration of any leave granted to him, unless he is excused by the Plant Manager; however, in the event the employee becomes sick or injured prior to the end of his leave of absence, the employee must notify the Company prior to the end of the leave of absence and provide medical proof confirming the need for an extension to the leave and be back at work within 12 weeks of the expiry of the leave of absence.
- (f) If an employee has been absent for any reason other than lay-off or absence without leave for more that six (6) months.

(g) If an employee takes an unauthorized leave of absence.

9.06 A person who is rehired after losing his seniority will be a probationary employee.

9.07 Any employee who has attained seniority and who is away from work because of sickness or injury will lose all seniority and service rights if he is away more than eighteen (18) months. If the employee is absent as a result of a W.C.B. case, then the employee will lose all seniority and service rights if he is away more than twenty-four (24) months. An employee's reinstatement after sick leave or injury will be conditional on his supplying, when requested, a certificate from a physician that he is capable of performing his former work load.

9.08 (a) Seniority lists will be posted by the Company within thirty (30) days of signing of this agreement on the bulletin boards. The list shall be reviewed every six (6) months and a copy thereof supplied to the Union.

9.08 (b)

The bulletin board shall be encased in plexiglass and kept locked with management having the keys.

9.09 (a) The Company agrees to advertise permanent job vacancies for three (3) days. During the three (3) days the Company may temporarily fill the job as it deems proper. Thereafter the Company will consider applications, if any, and will fill the vacancy in accordance with the provisions of this agreement.

(b) In the event of a job vacancy, the Company agrees to provide a training period of up to five (5) working days to seniority employees after which time the senior employee, if qualified, will be granted the job vacancy in accordance with Article IX of this agreement. The Company will advise the Union in writing of all requests for training and their subsequent disposition.

(c)

Service Job Classification

The Company agrees to a part time service job classification. This service job will be performed when needed otherwise the employee will perform his regular job in the plant. The Company reserves the right to augment the service department with someone having specific skills needed to perform the service. If additional service help is required, the Company will assign more employees.

9.10 When qualified employees are available from the regular work force, the Company will give preference of the choice of shifts to employees with the greatest seniority. The

Company maintains the right to assign new employees (for a period not to exceed three (3) months) to any shift for the purpose of training.

- 9.11 In the event of a lay off the union president and one only health and safety certified member on the committee (if more than one member is involved then the one with the greater seniority will qualify) will have super seniority provided they can perform a job in the bargaining unit.

ARTICLE X - TEMPORARY TRANSFERS

10.01 Any employee who is transferred to a different job classification within the bargaining unit shall be paid while so employed as follows:

- (a) If the transfer is for the convenience of the Company and if the rate of pay in the classification to which he is transferred is less than the employee's regular rate of pay, he shall receive his regular rate of pay.
- (b) If the transfer is for the convenience of the employee or to enable him to avoid lay-off, and if the rate of pay in the classification to which he is transferred is less than the employee's regular rate of pay, he shall receive such lesser rate.
- (c) If the transfer is for the convenience of the Company to a higher rated classification, then the employee will receive the higher rate of pay.

10.02 Temporary transfers will be for a period not in excess of thirty (30) calendar days.

ARTICLE XI - BEREAVEMENT

11.01 When death occurs in a seniority employee's immediate family (i.e. current spouse, parent, parent of the current spouse, child, brother, sister, brother-in-law, sister-in-law, the employee, on request, will be excused for a period not to exceed three (3) consecutive days (or such fewer days as the employee may be absent) between the date of death and the date of the funeral. Effective November 10, 1994 the employee, on request will be excused for a period of up to one (1) day in the event of the death of the grandparent of the employee or the current spouse. In any event, the employee shall not be entitled to receive any pay hereunder for any day upon which he would not otherwise have been scheduled to work for the Company. Payment will be based upon the employee's base hourly rate exclusive of premiums. The Company must be supplied with a copy of the death certificate prior to the payment being made.

A spouse is considered to be a married spouse or common-law spouse. A common-law spouse is considered to have co-habited for a minimum of three (3) years. In the case of two(2) or more spouses, the married spouse will be recognized unless the Company is notified otherwise.

ARTICLE XII - JURY DUTY

12.01 Each employee who is summoned to and reports for jury duty, as prescribed by applicable law (subject to the eligibility requirements set out below), shall be paid by the Company the difference between the employee's regular base rate exclusive of premiums for the number of hours up to eight (8) that he otherwise would have been scheduled to work and the daily jury duty fee paid by the Court (not including travelling allowance or reimbursement of expenses). The Company's obligation to pay an employee for jury duty under this section is limited to a maximum of sixty (60) days in any calendar year, and in order to receive payment under this Section, an employee must meet all of the following eligibility requirements:

- (a) the employee shall have given twenty-four (24) hours notice to the Company that he has been summoned for jury duty;
- (b) the employee shall furnish satisfactory evidence to the Plant Manager that he reported for and performed jury duty on the days for which he claims payment;
- (c) the employee would otherwise have been scheduled to work for the Company on the day or days for which he claims payment.

ARTICLE XIII - LEAVE OF ABSENCE

13.01 Leave of absence shall mean an absence from work requested by an employee in writing and consented to by the Company. Leave granted shall be in writing covering a specified period of time. Leave of absence shall be permissive only and shall be without pay or any other form of compensation, and the employee shall not work in any other position during such leave of absence unless agreed to by the Company in writing.

13.02 The Company may grant leave of absence to any employee for legitimate personal reasons, but any leave of absence granted by the Company to such employee shall be limited to sixty (60) days.

An extension for further periods can be applied for.

13.03 If an employee is unable to report for work at the expiry of his leave of absence, he shall, unless it is impossible to do so, notify the Plant Manager before the start of his next shift.

- 13.04 Any delegates of the local Union not exceeding three (3) in number at any one time, elected or appointed by the Union for the transaction of Union business shall be granted leave of absence without pay and without loss of seniority for a reasonable time not to exceed thirty (30) working days each in any one calendar year. In any event the total number of days of leave of absence granted in any one calendar year for all such employees shall in the aggregate and including all occasions, not exceed a total of sixty (60) working days. The Union agrees to notify the Company in writing at least seven (7) days prior to the request for such leave of absence.
- 13.05 If an employee overstays his leave of absence, he is presumed to have severed employment with the Company unless he can give an explanation satisfactory to the Company for his inability to return to work on the expiry day of his leave of absence.
- 13.06 Any leave of absence will be in writing and no such leave of absence will affect any employee's seniority rights when used for the purpose granted provided he returns to work at the expiration of his leave. Copy of leave to be given to the Union.
- 13.07 Any employee who is unable to attend for his regularly scheduled shift must phone in as soon as possible and report that he is unable to be at work or will be late and to provide an explanation for his absence. Failure to do so will result in discipline.

ARTICLE XIV - SAFETY AND HEALTH

- 14.01 (a) The Company shall continue its practice of making reasonable provision for the safety and health of its employees during the hours of their Employment. The Union agrees to co-operate with the Management concerning the health and safety of employees.
- 14.01 (b) The joint health and safety committee will investigate each accident requiring the services of a medical doctor and will report within three (3) days of the accident.
- 14.01 (c) The company will provide the Union with a copy of each lost time accidental injury report or investigation report when applicable.
- 14.02 The Company and Union agree to establish and recognize a Safety Committee in accordance with the following. The Company shall appoint two representatives to the Safety Committee and the Union shall appoint two seniority employees of the Company to be the Union's representatives upon the Safety Committee. In addition to discussing matters of safety, it shall also be the duty of the members of the Safety Committee to support the Company in

obtaining compliance with safety rules and regulations. The Safety Committee shall make a monthly inspection of the plant in connection with its foregoing duties. The Safety Committee shall meet on the third Monday of each month subject to the Committee's confirmation, and the meeting dates shall be posted in six (6) month schedules, twice a year.

ARTICLE XV - PAY ON DAY OF INJURY

15.01 (a) A seniority employee who is injured during working hours while properly performing his duties of employment and who is sent home from work by the Company or by a physician shall be paid for the time lost on the day he was injured at his regular straight time hourly rate exclusive of premiums for the unexpired portion of his scheduled work day.

15.01 (b) The Company agrees to abide by the requirements of the Workmen's Compensation Board and agrees not to unduly delay the filing of the necessary reports.

ARTICLE XVI - NOTICES

16.01 The Company agrees to post in its plant, Union notices announcing Union meetings or social events, subject to the following conditions:

(a) such notices shall first require the stamped approval of the Personnel Manager prior to posting

(b) no change shall be made in any such notice, either by the Company or by the Union, after it has received the stamped approval of the Personnel Manager

16.02 The Union will not distribute or post or cause or permit to be distributed or posted on the property of the Company, for or on its behalf, any pamphlets, advertising or political matter, cards, notices, or other kinds of literature except with the written permission of the Personnel Manager.

ARTICLE XVII - COPIES OF AGREEMENT

17.01 The Company and the Union desire every employee to be familiar with the provisions of this agreement and his right and obligations under it. Therefore, the Company will supply to each of its employees a copy of this collective agreement, within sixty (60) days of the signing of this agreement.

ARTICLE XVIII - HOURS OF WORK AND OVERTIME

18.01 It is hereby expressly understood and agreed that the provisions of this Article XVIII are for the purpose of computing overtime and shall not be construed to be a

guarantee of or limitation upon the hours of work to be done per day or per week or otherwise, nor as a guarantee of working schedules.

18.02 Effective November 10, 1978, for the purpose of computing overtime:

- (a) the normal work day shall be eight (8) straight time hours worked in a twenty-four (24) hour period from the time the employee commences work.
- (b) the normal work week shall be composed of forty (40) straight time hours worked in the week which commences with the day shift on Monday

18.03 Overtime shall (subject to Article 18.04 hereof) be paid only for hours worked in excess of the normal work day or the normal work week as defined in Article 18.02 above, and for work performed on Saturdays. Provided the employee furnishes proof satisfactory to the Company, working hours during which an employee is absent on authorized Union business or sickness or injury will be counted as hours worked for the purpose of computing overtime.

18.04 Work performed in excess of the normal work day or week as defined above in Article 18.02 will not be considered to be overtime if it results from:

- (a) a change in shift or exchange of shifts requested by the employee and consented to by management.
- (b) the application of seniority in a reduction of force;
- (c) the granting of a request for transfer

18.05 An employee shall be paid at the rate of one and one-half (1-1/2) times his straight time hourly rate exclusive of premiums for all overtime hours worked. Notwithstanding the foregoing, an employee will be paid at the rate of two (2) times his straight time hourly rate exclusive of premiums for hours worked on Sunday.

18.06 In no case will there be a duplication or pyramiding of daily and weekly overtime or any other premium compensation. No employee who has worked overtime in a week will be required to take time off during such week if the sole reason for such time off is to avoid paying overtime.

18.07 There will be a ten minute relief period during each half shift.

18.08 The Company will give notice of overtime as far in advance as is practical.

18.09 When overtime is scheduled by the Company the Company will

endeavour as far as practicable to equitably allocate such overtime work among qualified employees who presently and normally perform the major or dominant portion of such work, however, the Company's operations will not be interfered with. Employees who are absent from work for any reason will be considered not available for the allocation of overtime and shall not be entitled to be called in. It is not the intention of the parties to this agreement that the Company shall be held to an obligation of equal allocation of overtime but is only intended to be a general rule for the guidance of the Company in allocating overtime. An employee who is justifiably aggrieved as a result of the Company's failure to follow this general rule shall not be entitled to money payment for overtime which has not been allocated to him in the past but shall be entitled to be allocated future overtime to restore him to a relatively equitable position with those other qualified employees who presently and normally perform the operation upon which the aggrieved employee is involved.

18.10 In the event of a shortage of work the Company will lay off employees in the following manner before deciding whether or not to exercise its prerogative to reduce the normally scheduled hours of work as a result of such work shortage: firstly,

(i) part time employees and students,
then

(ii) probationary employees,
then

(iii) seniority employees with one (1) year's service or less (in accordance with Article 9.04 hereof)

Nothing contained in this Article 18.10 shall be interpreted to apply in any situation other than one involving a work shortage.

18.11 The day shift will start at 6:45 a.m. and end at 3:15 p.m. with breaks as follows:

6:45	a.m.	Shift start
9:15	a.m.	Break start
9:25	a.m.	Break end
11:45	a.m.	Lunch start
12:15	p.m.	Lunch end
2:00	p.m.	Break start
2:10	p.m.	Break end
3:15	p.m.	Shift end

The afternoon shift will start at 3:30 p.m. and end at 12:00 midnight with breaks as follows:

3:30	p.m.	Shift start
6:30	p.m.	Break start

6:40	p.m.	Break end
9:00	p.m.	Lunch start
9:30	p.m.	Lunch end
11:10	p.m.	Break start
11:20	p.m.	Break end
12:00	a.m.	Shift end

It is expressly understood that the Company may request a change in the scheduling of the hours of work and approval of justifiable changes will not be unreasonably withheld by the Union.

ARTICLE XIX - SHIFT PREMIUM

19.01 A shift premium of forty-five cents (\$.45) per hour will be paid for hours worked during the second scheduled shift and a shift premium of fifty cents (\$.50) per hour will be paid for hours worked during the third scheduled shift. The foregoing shift premiums will be paid only to employees who are actually regularly scheduled to work such shifts and the premium shall not be paid to employees whose work on the first shift continues into the second shift, nor will the premium be paid to employees on the second shift whose work continues into the third shift.

ARTICLE XX - REPORTING ALLOWANCE

20.01 An employee who properly reports for work as scheduled or directed, unless he has been notified in advance not to report, will receive at least four (4) hours work at his straight time base hourly rate or shall be paid for four (4) hours at his straight time base hourly rate, exclusive of premiums, except in cases of labour disputes, machinery, equipment, power or other utility breakdown, inclement weather, or any other causes, without limitation, beyond the control of the Company. When an employee has not been working because of illness, leave of absence or any other cause, it shall be his responsibility to arrange with the Company for his return to work at least one (1) but not more than two (2) regular working days prior to the time of his intended return. It is the employees duty to keep the Company informed of his correct address and telephone number and the Company will not be liable for any payment unless such arrangements have been made.

20.02 When an employee is called into work because of a breakdown or emergency at other than his regular scheduled hours, he will be paid a minimum of four (4) hours pay at his regular rate, and such hours will not be counted for the purpose of computing overtime.

ARTICLE XXI - DESIGNATED HOLIDAYS

21.01 (a) An employee who has completed forty (40) days service will be paid

for each of the holidays listed hereinafter a sum equivalent to his regular hourly rate for the number of straight time hours in the normal work day, providing he complies with the qualifications hereinafter set forth. The designated holidays are:

New Year's Day Victoria Day
Day Before New Year's Day Dominion Day
Christmas Day Civic Holiday
Day Before Christmas Day Labour Day
First Working Day after Christmas Day Thanksgiving Day
Good Friday
Easter Monday

21.02 (a)

In order to qualify for payment for any of the holidays designated in this Article 21.01, the employee must work half (4 hours) of the scheduled shift on the day immediately prior to and half (4 hours) of the scheduled shift on the day immediately following the holiday, unless:

(i) the employee is absent for proven illness on either the day before or the day after the holiday, but not both.

21.02 (b)

The Company will be responsible for the employee's wages on a statutory holiday if the employee returns to work from illness or injury the day following a statutory holiday with medical clearance.

21.03

Notwithstanding the foregoing provisions of this Article where a regularly scheduled shift starts on the night preceding the designated holiday and finishes on the holiday, or starts on the night of the designated holiday, such hours of the shift as are worked on the holiday will not be paid for at premium rates but shall be paid for at the employee's regular straight time hourly rate.

ARTICLE XXII - VACATIONS WITH PAY

22.01

Seniority employees shall be entitled to an annual vacation in accordance with the following schedule on the basis of seniority at June 30th each year:

one (1) year of seniority as at June 30th - 2 weeks
five (5) years or more of seniority as at June 30th - 3 weeks
ten (10) years of seniority as at June 30th - 4 weeks
eighteen (18) years of seniority or more as at June 30th - 5 weeks
twenty-seven (27) years of seniority or more as at June 30th - 6 weeks

22.02 (a)

Pay for the vacation to which the employee is entitled hereunder will be the greater of two percent (2%) of wages earned in

the vacation year for each week of vacation entitlement or two percent (2%) of the annual wages at the base rate multiplied by weeks of vacation entitlement, provided the employee works a minimum of seventeen hundred (1700) hours per year. "Vacation year" shall mean the year from one July 1st to the following June 30th. "Wages earned" as used in this Article shall include holiday pay, vacation pay and overtime earnings.

The time spent by a union representative attending to union business shall be deemed to be hours worked in arriving at the minimum number of hours.

22.02 (b)

The Company agrees to pay one (1) weeks pay for each week of vacation entitlement that is taken as vacation on the Friday prior to the commencement of that vacation, providing the Company is notified in writing two (2) weeks in advance.

22.03 In allocating vacations, the Company will attempt to give recognition to seniority wherever practical and where it will not interfere with the efficient operation of the Company.

22.04 In the event the Company is faced with a layoff, the Company at its option, require employees to take up to two (2) weeks vacation between August 31 and December 31 for employees who have not taken up to two (2) weeks vacation entitlement by August 31.

ARTICLE XXIII - WELFARE

23.01 The Company agrees to pay one hundred percent (100%) of the existing group insurance plan or equivalent, including major medical, for employees participating therein. Employees shall become eligible for the foregoing welfare coverage upon attaining seniority. The current Weekly Indemnity Insurance shall be equivalent to Unemployment Insurance benefits, on a 1-1-5-52 formula.

In recognition of the fact that the Company is herein providing benefits equal to or greater than those required by the Unemployment Insurance Act for qualification for premium reduction, the parties hereto agree that the Company shall be entitled to retain the full amount (i.e. twelve-twelfths (12/12)) of the premium, reduction available from the Unemployment Insurance Commission.

23.01(i)
Effective November 10, 1993, increase Long Term Disability (LTD) benefit to \$1,000 per month.

23.01(ii)
Effective November 10, 1993, increase Life Insurance and Accidental Death and Disability (AD&D) insurance to 2,080

hours x base rate.

23.02 Notwithstanding anything to the contrary contained in the agreement or in the group insurance plan, such benefits and plans are necessarily qualified in their entirety by reference to the underlying policies or contracts of insurance. The terms of any contract issued in respect hereof by an insurance agency or governmental agency shall be controlling in all matters pertaining to qualifications of employees for benefits thereunder and in all matters pertaining to the existence and extent of benefits and conditions. Effective November 10, 1994 the benefit plan will be limited to provide semi-private hospital care.

23.02 (a)

The Company will provide copies of the insurance plan contract to the Union.

23.03 The Company agrees to pay one hundred percent (100%) of of premiums for the Ontario Health Insurance Plan for employees, commencing first of the month following the month in which the employee completes thirty (30) days service.

23.04 Pension Plan

23.04 (a)

Effective November 10, 1998, the Company shall provide and maintain a pension plan for seniority employees which shall provide a pension benefit of twenty five dollars (\$25.00) per month per year of service for all service. Effective November 10, 1999, twenty six dollars (\$26.00) per month per year of service for all service.

23.04 (b)

To be eligible for enrolment in the above pension plan an employee must complete one year of continuous service.

23.04 (c)

Vesting shall occur after two years participation in the plan.

23.05 It is agreed that the Company will implement a Drug Plan hundred percent (100%) Company paid effective December 1, 1976. Over the counter drugs will not be covered by the Plan.

23.06 It is agreed that the Company will maintain a Dental Plan equivalent to Blue Cross Dental Care #7 which shall include Blue Cross Rider #1,#2 and #3 or equal, and effective November 10, 1992 the Company will include Blue Cross rider #4 or equivalent, with fees to be based on one year old ODA Rates. The basic Dental Plan coverage will be capped at \$1,500.00 per person per year.

23.07 The Company will pay a maximum of \$110.00 per employee per contract year on proof of purchase of Company approved

safety boots by seniority employees.

23.08 The Company will introduce a Prescription and Safety Glasses program, effective November 10, 1986 which will apply to the employee and their dependents. The cost of the glasses will be paid for by the Company up to the defined limits. Effective November 10, 1997, the previous defined limit of \$230.00 will increase to \$240.00.

ARTICLE XXIV - WAGES

24.01 The following Wage Schedule shall be in effect during the
this agreement:

Classification	Effective* Nov. 10/97	Effective* Nov. 10/98	Effective* Nov. 10/99
Hiring	\$17.87	a 0.5% inc.	a 1.0% inc.
Labour	\$17.87	"	"
Probationary Welder	\$17.87	"	"
Machine Helper	\$18.23	"	"
Painter Grade II	\$18.23	"	"
Welder D	\$18.23	"	"
Service D	\$18.23	"	"
Electrician D	\$18.23	"	"
Hydraulics D	\$18.23	"	"
Machine Operator	\$18.52	"	"
Welder C	\$18.52	"	"
Service C	\$18.52	"	"
Electrician C	\$18.52	"	"
Hydraulics C	\$18.52	"	"
Lift Truck Operator(inside)**\$18.52		"	"
Painter Grade I	\$19.00	"	"
Welder B	\$19.00	"	"
Service B	\$19.00	"	"
Electrician B	\$19.00	"	"
Maintenance	\$19.00	"	"
Hydraulics B	\$19.00	"	"
Set-up Machine Operator		\$19.00	" "
Fitter Welder	\$19.14	"	"
Sales Service A	\$19.14	"	"
Electrician A	\$19.14	"	"
Hydraulics A	\$19.14	"	"
Maintenance A	\$19.14	"	"
Class A Mechanic	\$19.14	"	"

* Plus cost of living allowance as outlined below

** Effective November 10, 1988 the lift truck operator outside will be paid a \$.10/hour premium over the inside lift truck driver.

24.01 (a) Effective November 10, 1997 new hires will have a wage progression system as follows:

<u>Start Rate</u>	<u>After 1 year from</u>	<u>After 2 years from</u>	<u>After 3 years from</u>
<u>Date of Hire</u>	<u>Date of Hire</u>	<u>Date of Hire</u>	<u>Date of Hire</u>
\$3.00 per hour		\$2.00 per hour	\$1.00 per hour
Full scheduled less than	less than	less than	Rate
scheduled rate	scheduled rate	scheduled rate	

24.02 Cost of Living Allowance

- (a) During the term of this Agreement there shall be cost of living allowance as set forth below. The term "Consumer Price Index (C.P.I.)" as used in this Article shall mean the Canadian Consumer Price Index -- All Items, (1971=100), as published monthly by the Dominion Bureau of Statistics (D.B.S.).
- (1) Effective the 10th of November 1997, a cost of living allowance of one cent per hour shall be paid for each full 0.4 Index point by which the September 1997 C.P.I. exceeds the June 1997 C.P.I.
- (2) Effective first pay period in February 1998, a cost of living allowance of one cent per hour shall be paid for each full 0.4 Index point by which the December 1997 C.P.I. exceeds the September 1997 C.P.I.
- (3) Effective first pay period in May 1998, a cost of living allowance of one cent per hour shall be paid for each full 0.4 Index point by which the March 1998 C.P.I. exceeds the December 1997 C.P.I.
- (4) Effective first pay period in August 1998, a cost of living allowance of one cent per hour shall be paid for each full 0.4 Index point by which the June 1998 C.P.I. exceeds the March 1998 C.P.I.
- (5) Effective first pay period in November 1998, a cost of living allowance of one cent per hour shall be paid for each full 0.4 Index point by which the September 1998 C.P.I. exceeds the June 1998 C.P.I.
- (6) Effective first pay period in February 1999, a cost of living allowance of one cent per hour shall be paid for each full 0.4 Index point by which the December 1998 C.P.I. exceeds the September 1998 C.P.I.
- (7) Effective first pay period in May 1999, a cost of living allowance of one cent per hour shall be paid for each full 0.4 Index point by which the March 1999 C.P.I. exceeds the December 1998 C.P.I.
- (8) Effective first pay period in August 1999, a cost of living allowance of one cent per hour

shall be paid for each full 0.4 Index point by which the June 1999 C.P.I. exceeds the March 1999 C.P.I.

- (9) Effective first pay period in November 1999, a cost of living allowance of one cent per hour shall be paid for each full 0.4 Index point by which the September 1999 C.P.I. exceeds the June 1999 C.P.I.
 - (10) Effective first pay period in February 2000, a cost of living allowance of one cent per hour shall be paid for each full 0.4 Index point by which the December 1999 C.P.I. exceeds the September 1999 C.P.I.
 - (11) Effective first pay period in May 2000, a cost of living allowance of one cent per hour shall be paid for each full 0.4 Index point by which the March 2000 C.P.I. exceeds the December 1999 C.P.I.
 - (12) Effective first pay period in August 2000, a cost of living allowance of one cent per hour shall be paid for each full 0.4 Index point by which the June 2000 C.P.I. exceeds the March 2000 C.P.I.
- 24.02 (b) No adjustment, retroactive or otherwise, will be made in the cost of living adjustment due to any revision which later may be made in the published figures for C.P.I. for any months on the basis of which wage increases shall have been determined.
- 24.02 (c) The cost of living allowances, if any, payable during the term of the Agreement shall be an "add on" and not included in the base or hourly rates and therefore not includable in overtime rates, but will be included in vacation pay allowances and statutory holiday pay.

Notwithstanding the foregoing paragraph, the cost of living "add on" which is in effect upon November 9, 1998, shall be folded into the wage rates on November 10, 1998, and the cost of living "add on" which is in effect on November 9, 1999, shall be folded into the wage rates on November 10, 1999, and the cost of living "add on" which is in effect on November 9, 2000 shall be folded into the wage rates on November 9, 2000.

24.02 (d) Effective November 10, 1997 the cost of living allowance for that year will be "capped" at fifteen (\$.15) cents per hour, and effective November 10, 1998 the cost of living allowance for that year will be "capped" at twenty (\$.20) cents per hour. Effective November 10, 1999 the cost of living allowance for that year will be "capped" at twenty-five (\$.25) cents per hour. Clause 24.02 (d) will remain in effect for the duration of this contract.

24.03

Education

Effective November 10, 1997 a premium of one (\$.01) cent per hour will be paid into an Educational Fund to be administered by the Union. The calculation will be based on the number of straight time hours worked by a seniority employee and payment will be made on November 9, 1998, November 9, 1999 and November 9, 2000. The Union will employ these funds for the education of Company employees and will advise the Company who is receiving the benefit and for what purpose.

24.04

Pay Envelopes

The Company agrees to put the pay cheques in a sealed envelope. The Union agrees to assist the Company in ensuring the these envelopes do not litter the plant.

24.05

A Student rate of pay will be \$12.00 per hour and will be employed from May 1st to September 1st.

ARTICLE XXV - DURATION

25.01 This agreement shall become effective on the 10th day of November 1997 and shall remain in full force and effect and shall not be re-openable, save and except as otherwise herein expressly provided, and shall continue automatically thereafter during annual periods of one (1)

year each, unless either party notifies the other party in writing as provided for in Article 25.02 hereof of its desire to negotiate amendments to this agreement.

25.02 Notice that amendments are required shall only be given during the period of not more than ninety (90) days prior to the 9th day of November 2000 and upon such 9th day of November 2000 or during similar periods annually thereafter. If notice of desire to amend this agreement is given by either party in accordance with the foregoing the other party agrees to meet for the purpose of negotiation.

DATED AT HAMILTON this day of 1997.

UNIVERSAL HANDLING EQUIPMENT CO. LTD. UNITED STEELWORKERS OF AMERICA

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

SCHEDULE "A"
CLASSIFICATIONS

METAL PREP AREA

1. Labour Rate Machines
 - (a) Furnace
 - (b) Diacro Bender
 - (c) Rail Bender
 - (d) Hinge Bender
 - (e) Punch Press
 - (f) Channel Shear

2. Machine Helper Rate Machines
 - (a) Drill Press
 - (b) Cold Cut Saw
 - (c) Band Saw
 - (d) Iron Worker
 - (e) Old Shear
 - (f) Helper on Barnes Press Brake

3. Machine Operator Rate Machines
 - (a) Barnes Press Brake
 - (b) Helper on Pearson Press Brake
 - (c) Helper on Pearson Shear
 - (d) Automatic Cold Cut Saw

4. Set Up Machine Operator Rate Machines
 - (a) Pearson Shear
 - (b) Pearson Brake
 - (c) Plate Burner

DEFINITION OF SET UP MACHINE OPERATOR

Operates Pearson Brake
Operates Pearson Shear
Works Unsupervised
Set Up Machines
Read Blue Prints
Prepare Cutting Lists
Prepare Bending Lists
Responsible for Production from Machine
Testing : Qualifications as per Company Testing

NOTE : Machine Helper capable of and called on to operate all machine helper rate machines classified as Machine Operator.

FITTER WELDER : Must be able to read and apply blue prints on all standard

Production Items.

Tests will be Company established and administered.

GROUPCLASSIFICATIONS

D On attaining seniority

C 18 months experience with this Company

B 1 year after attaining Grade "C"

A In accordance with Company's requirements
and employee's qualifications

1997 - 2000
 COLLECTIVE AGREEMENT
 BETWEEN
 UNIVERSAL HANDLING EQUIPMENT COMPANY LIMITED
 AND
 UNITED STEELWORKERS OF AMERICA

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