

**COLLECTIVE AGREEMENT**

**Between**



**SIGNATURE ALUMINUM CANADA INC.**

**And**

**UNITED STEELWORKERS  
LOCAL 2784**

**2011-2014**

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## **ARTICLE I - RECOGNITION**

- a) 1.01 The Company recognizes the Union as the sole and exclusive bargaining agent of all employees of the Company in the City of Pickering, save and except managers, persons above the rank of manager, office, clerical, professional, Project/Process/Development Technicians and sales staff. Apollo Plant employees shall also be part of the exemption as referenced in 1.01 should the Apollo Plant move within City of Pickering.
- 1.02 Employees who are not members of the bargaining unit, shall not perform work on any jobs which are included in the bargaining unit in such a way as to reduce the hours of work or pay of a member of the bargaining unit. It is understood, however, that the foregoing shall not prevent employees, who are not members of the bargaining unit from performing work on any jobs which are included in the bargaining unit while training or instructing other employees or for experimental purposes.
- 1.03 Students employed during the school vacation period or a co-op program shall be employed pursuant to only the terms and conditions of employment found in "Appendix B", attached hereto and forming a part of the collective agreement.

## **ARTICLE II - FREEDOM FROM DISCRIMINATION**

- 2.01 The Company and the Union agree that there will be no 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; his activity or lack of activity in the Union; office in the Union; or because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offenses, marital status, or handicap as set out in the Ontario Human Rights Code.
- 2.02 As part of the employee orientation program, all new bargaining unit employees will be introduced to a Union Officer.

## **ARTICLE III - GENERAL**

- 3.01 In referring to employees, it is understood that wherever "he" is mentioned, the word "she" shall apply in situations where the female gender is applicable. The same applies for any adjective, pronoun or adverb, etc., so that they would apply to both sexes.
- 3.02 Where the singular is used throughout an article within this Agreement, it is agreed that the plural is an acceptable substitute whenever and wherever the plural gender is applicable.

## **ARTICLE IV - MANAGEMENT RIGHTS**

- 4.01 The Union recognizes that the management of the Company and direction of working forces are fixed exclusively in the Company. Nothing in this agreement shall be interpreted as limiting the Company in the exercise of all the rights, powers, authority, regular and customary functions of management subject to article 4.02. Without

restricting the generality of the foregoing, the Union acknowledges that is the exclusive function of the Company to:

- ( a ) maintain order, discipline and efficiency;
- ( b ) hire, retire, assign, direct, promote, classify, transfer, evaluate, layoff, recall, schedule vacations; and to suspend, discharge or otherwise discipline employees for just cause subject to the right of the employees to grieve to the extent and manner provided herein if the provisions of this Agreement are violated in the exercise of these rights;
- ( c ) determine the nature and kind of business conducted by the Company, the services to be offered, the duties and responsibilities of employees, the kinds and locations of equipment and materials to be used, the methods and techniques of work, schedules of production, levels of staffing and determine all other functions and prerogatives here before invested in and exercised by the Company which shall remain solely with the Company; and,
- ( d ) make, enforce and alter from time to time reasonable rules and regulations to be observed by the employees.

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

#### **ARTICLE V - UNION SECURITY**

- 5.01 The Company shall deduct from the pay of each member of the bargaining unit, bi-weekly, such union dues, fees and assessment as prescribed by the constitution of the Union.
- 5.02 The amounts so deducted shall be remitted to the Union forthwith and in any event no later than fifteen (15) days following the last day of the month in which the remittance was deducted. The remittance shall be sent to the International Secretary Treasurer of the United Steelworkers, AFL-CIO-CLC, P.O. Box 13083 Postal Station "A", Toronto, Ontario, M5W 1V7 in such form as shall be directed by the Union to the Company along with a completed Dues Remittance Form R115. A copy of the Dues Remittance Form R115 will also be sent to the Union office designated by the Area Coordinator.
- 5.03 The remittance and the R115 Form shall be accompanied by a statement containing the following information:
- (i) A list of the names of all employees from whom dues were deducted and the amount of dues deducted;
  - (ii) A list of the names of all employees from whom no deductions have been made and the reasons why;

iii) This information shall be sent to both the Union address identified in Article 5.02 above

5.04 The Union shall indemnify and save the Company harmless against all claims or other forms of liability that may arise out of any actions taken by the Company in compliance with this Article.

5.05 The Company, when preparing T-4 slips for the employees, will enter the amount of Union dues paid by the employee during the previous year.

## **ARTICLE VI - UNION RIGHTS AND ACTIVITIES**

6.01 The Company acknowledges the right of the Union to appoint or otherwise select a Plant Chairperson, Vice Chairperson, Chief Steward and five Union stewards for the purpose of representing employees in the handling of complaints and grievances.

6.02 The Company shall be notified in writing by the Union of the names of the Union Officers and any changes made thereto.

6.03 The Company agrees to recognize and deal with a Union Grievance Committee of not more than two (2) employees plus the Local Union President and Plant Chairman. The Local Union President, who is not a company employee, may attend if he/she so choose at Union expense.

6.04 ( a ) It is agreed that Officers or Grievance Committee members shall continue to perform their regular work in order to maintain efficiency of operations; however, in accordance with this understanding; should they be required to assist an employee in presenting a grievance during working hours, they will not leave their work without first obtaining the permission of their immediate supervisor. It is also understood that an Officer or Grievance Committee member shall not enter another department without first obtaining the permission of the supervisor of such department and notifying him as to the nature of the grievance and the personnel involved. Prior to returning to his work, in his own department, an Officer or Grievance Committee member will report to his immediate supervisor.

( b ) Such permission shall not be unreasonably withheld by the Company.

6.05 The Officer or Grievance Committee member shall not suffer loss of earnings for time spent in the performance of these duties during his regular working hours.

6.06 If an authorized representative of the Union, who is not employed by the Company, wants to speak to local Union representatives about a grievance or other official business, he shall advise the Plant Manager, or his designated representative, who shall then call the local Union representative to an appropriate place where they may confer privately. These talks will be arranged so that they will not unduly interfere with production.

## **ARTICLE VII - STRIKES AND LOCKOUTS**

- 7.01 During the term of this Agreement there shall be no strike, stoppage of work, picketing, willful interference with production, slowdown, transportation or distribution, by the Union or its members and no lockout by the Company.

#### **ARTICLE VIII - NEGOTIATING COMMITTEE**

- 8.01 The Company agrees to recognize and deal with a Negotiating Committee of not more than two (2) employees, plus the Plant Chairman and Local Union President, who shall be regular employees of the Company, along with representatives of the International Union. The Local Union President, who is not a company employee, may attend if he/she so choose at Union expense.
- 8.02 The Negotiating Committee is a separate entity from other committees and will deal only with such matters as are properly the subject matter of negotiations, including proposals for the renewal or modification of this agreement.
- 8.03 The members of the Negotiating Committee shall not suffer loss of earnings for time spent negotiating with the Company up to the end of the current collective agreement, or until the conciliation officer is called upon whichever is the latter.

The Company will pay the members of the Negotiating Committee for the time spent negotiating with the Company on their days of rest to a maximum of eight (8) hours regular pay.

#### **ARTICLE IX - LABOUR-MANAGEMENT RELATIONS COMMITTEE**

- 9.01 A Labour-Management Relations Committee shall be formed consisting of up to three representatives from the Company and three representatives from the bargaining unit appointed or elected by the Union and a representative from the International Union. The Committee shall meet at least once every two months.
- 9.02 The purpose of this Committee will be to discuss matters of mutual concern, to deal with problems arising from the administration of the Collective Agreement and to improve the communications between the parties.
- 9.03 The members of this Committee shall not suffer loss of earnings for time spent in the performance of these duties during regular work hours.

#### **ARTICLE X - GRIEVANCE PROCEDURE**

- 10.01 It is the mutual desire of the Parties hereto that any complaint or cause for dissatisfaction arising between an employee and the Company with respect to the application, administration, interpretation, or alleged violation of this Agreement shall be adjusted as quickly as possible.
- 10.02 It is generally understood that an employee has no complaint or grievance until he, either directly or through the Union, has first given his immediate supervisor an opportunity to adjust the complaint.

##### **Step No. 1**

If an employee has a complaint, it will first be verbally taken up with his production manager/supervisor within seven calendar days of the incident or last incident which gave rise to it. He may do this personally or he may be accompanied and represented by a Steward or

a Union Grievance Committee member. The production manager/supervisor shall give his verbal answer to the employee within seven calendar days of receiving the complaint.

### **Step No. 2**

If the decision of the production manager/supervisor is not satisfactory, the grievance shall be given in writing to his production manager/supervisor within seven calendar days of the verbal response from that person. A meeting with a Steward or a Grievance Committee member shall be held within seven calendar days to resolve the grievance. The grievor may be present at this meeting if requested by either party. The production manager/supervisor shall give his written answer within seven calendar days of the meeting.

### **Step No. 3**

If the answer of the production manager/supervisor is not satisfactory, the Local Union President or his nominee shall present to the Plant Manager, a grievance, in writing, signed by the aggrieved employee. This shall be done within seven calendar days of the production manager/supervisor's decision. The Plant Manager and the appropriate Company representatives shall meet with the Union Grievance Committee to attempt to resolve the grievance within seven days, or as soon as mutually agreeable. The Union Staff Representative or the grievor may be present at this meeting if requested by either party. The Plant Manager shall give his decision, in writing, to the Union within seven calendar days of the meeting.

- 10.03 The Company shall not be required to consider any grievance which is not presented within seven calendar days after the grievor and the Union first become aware of the alleged violation of the Agreement.
- 10.04 When two ( 2 ) or more employees wish to file a grievance rising from the same alleged violation of this Agreement, such grievance may be handled as a group grievance and presented to the Company beginning at Step Two of the Grievance Procedure.
- 10.05 The Union or the Company shall have the right to initiate a policy or a grievance of a general nature, beginning at Step Three of the Grievance Procedure, and all provisions of the Grievance and Arbitration Procedures shall apply to such grievances.
- 10.06 Where no written answer has been given within the time limit specified in either the grievance or arbitration procedure, the matter shall be submitted to the next step of the procedure.
- 10.07: The parties, within 30 days, will schedule mediation of all grievances prior to arbitration upon request of either party.

## **ARTICLE XI - ARBITRATION**

- 11.01 When either party to this Agreement requests that a grievance be submitted for arbitration, they shall make such request in writing, with the form to be agreed by the union and the company, and addressed to the other party to this Agreement. Such request shall be made within thirty (30 ) days after the grievance procedure has been exhausted.
- 11.02 The arbitration procedure incorporated in the Agreement shall be based on the use of a single arbitrator. The parties will exchange names of arbitrators who are available to

hear the grievance within a reasonable time frame. If agreement is not reached the parties may agree to ask the minister to make an appointment.

- 11.03 For all grievances, retroactivity shall be restricted to a maximum of thirty calendar days prior to the filing of the grievance.
- 11.04 No matter may be submitted to arbitration which has not been properly carried through all requisite steps of the grievance procedure.
- 11.05 The Arbitrator shall not be authorized, nor shall they assume authority, to alter, modify, or amend any part of this Agreement, nor to make any decision inconsistent with the provisions thereof, or to deal with any matter not covered by this Agreement.
- 11.06 The decision of the Arbitrator, will be final and binding upon the parties (which means the Company, Union and Employee) and appealable by any or all of the parties as allowed for in the Ontario Labor Relations Act as Amended.
- 11.07 The parties shall share equally the fees and expenses of the Arbitrator.
- 11.08 The parties acknowledge that the time limits set out in both the grievance and arbitration procedures must be strictly complied with except by written agreement to extend them and failure to so comply shall result in the grievance being deemed to have been abandoned, unless an arbitrator finds that there were reasonable grounds for delay.

## **ARTICLE XII - DISCHARGE AND DISCIPLINARY ACTION**

- 12.01 An employee who has been discharged shall initiate his grievance at step three of the grievance procedure within seven calendar days of the imposition of the discipline.
- 12.02 An employee who has been discharged without notice, shall have the right to request an interview with an available Union Steward, for a reasonable period of time, before leaving the Company premises. The Company will not unreasonably withhold the granting of such a request.
- 12.03 *Notice* of disciplinary action shall be given in the presence of a Union Officer except in cases of suspension or termination. In case of suspension or termination, management will meet with the employee and the union representative as soon as possible to finalize the disciplinary action. The Company will provide the employee and the Union with a copy of any written discipline.
- 12.04 Except in cases of discharge, verbal warnings shall not be relied upon after one year from date of issuance, written warnings shall not be relied upon after two years from the date of issuance, and suspensions shall not be relied upon after three (3) years from date of issuance, provided the employee maintains a discipline free record for that period of time.
- 12.05 Employees shall have reasonable access to their personnel files.
- 12.06 The Company shall provide the Plant Chairperson with copies of all Notices of Discipline and letters related to attendance problems given to a bargaining unit member.



Copies of notices listed in 12.06 shall be delivered within two (2) regular business days in a Union mail box provided by the employer.

12.07 It is permissible for the Employer to refer to, and rely upon, performance evaluations as relevant considerations in determining the appropriate discipline, subject to Article 11.

### **ARTICLE XIII - SENIORITY**

13.01 Seniority shall mean length of continuous service within the bargaining unit and shall be applied on a plant wide basis.

- 13.02 (a) An employee will be considered on probation and will not be subject to the seniority provisions of the Agreement, nor shall his name be placed on the seniority list until after he has completed 720 hours worked, excluding layoffs and approved absences exceeding seven calendar days, in a 140 consecutive calendar day period.
- (b) An employee will have no seniority rights during his probationary period. A probationary employee may be discharged for any reason satisfactory to the Company. The parties agree that this constitutes a lesser standard for discharge as set out in Section 43.1 ( 2 ) of the Ontario Labour Relations Act.
- (c) Upon completion of such probationary period, the employee's name shall be placed on the seniority list with seniority dating from the date of his most recent hire.
- (d) For the purpose of determining seniority for employees hired on the same day, seniority will be based on the order of the employee number.

13.03 An employee shall lose all seniority and be deemed terminated if he:

- (a) quits the employ of the Company;
- (b) is discharged for just cause and is not reinstated in accordance with the grievance and/or arbitration provisions of this agreement;
- (c) is absent without permission for three consecutive working days, without notifying the Company with a valid reason for his absence;
- (d) is absent due to a lay-off for more than twelve (12) months if he has less than 10 years of service and is absent due to lay-off for more than for twenty – four (24) months with 10 or more years of service.
- (e) fails to return to work upon the conclusion of any authorized leave of absence, or authorized extension of leave, unless a reason satisfactory to the Company has been promptly given; however, the company will take into consideration any exceptional circumstance which may have prevented the employee from doing so.
- (f) fails to report within five working days when recalled by the Company and after the delivery of the recall notice by registered mail to the address on record with

the Company. The five day period will start upon the first date of the delivery of the recall notice; or

- (g) retires in accordance with the Company's retirement policy as long as the company's policy meets the requirement of the law.

13.04 On or about June 30 and December 30 of each year the Company will post the current seniority list on the workplace bulletin board for the employees' inspection and distribute a copy to the Union. The Company will also provide the Oshawa Union Office with the employees' department, current rate and latest address and telephone number on file with the Company.

13.05 Where an employee is transferred or promoted to a position outside the bargaining unit, he shall retain and accumulate his seniority for a period of twelve consecutive months. In the event that he is returned to the bargaining unit in this time frame, he will be credited with his full seniority and may be transferred back to his previously held position or post for a vacant position.

13.06 Subject to the other provisions of this Article, seniority will be retained and accumulated during time off due to sickness, accident, while the employee is in receipt of Workers' Compensation benefits, laid off for periods in accordance with 13.03 d) and while the employee is on an authorized leave of absence.

#### **ARTICLE XIV - LAY OFF AND RECALL**

- 14.01 (a) In cases of lay-off, the company will endeavor to give a minimum of 24 hours working notice. All such notices to employees will be in writing and posted on the bulletin board. Employees with the least amount of seniority will be laid off first, all other factors being relatively equal.
- (b) Under the provisions of this Article, the company has the right to limit the number of employees bumping into a crew to a maximum of one half the total number of employees on that crew, in order to ensure that the remaining half of the crew possesses the required qualifications, skills, abilities, and physical fitness to do the required work.
- 14.02 (a) Employees will be recalled from layoff in order of seniority all other factors being equal, and those recalls do not infringe upon the company's rights as defined in 14.01
- 14.02 (b) All employees using their bumping rights as defined in 14.01(b) will do so, on a temporary transfer basis for the duration of the layoff period.
- 14.02 (c) Any employee that has used his bumping rights under 14.01 (b) *will be given the opportunity to return* to his original department, *if the original position is available*, to accommodate those employees returning under the provisions of 14.02 (a)
- 14.02 (d) In the event of a temporary plant closure due to Mechanical failure, or act of God, the company will consult with the Union to ensure that the crew manning can effectively run the plant.

14.03 It shall be the duty of employees to notify the Company promptly of any change of address or phone number. If an employee fails to do this, the company will not be responsible for failure of notice to reach such employee.

## **ARTICLE XV - JOB POSTINGS**

- 15.01 (a) When the Company creates a new permanent position or wishes to fill a permanent vacancy, it will post the position for seven calendar days. Employees desiring consideration in the filling of the new permanent position or permanent vacancy shall signify their desire by filling out a job posting form supplied by the Company.
- (b) In filling new permanent positions or the permanent vacancies the most senior employee shall receive preference, all other factors being relatively equal, including such things as:
- ( i ) seniority;
  - ( ii ) qualifications;
  - ( iii ) ability;
  - ( iv ) skill;
  - ( v ) physical fitness;
- (c) The employer will use reasonable efforts to fill Job vacancies posted as in 15.01 a) within fifteen (15) days. If extenuating circumstances exist the company shall consult the union to advise them that the time period may not be achieved.
- (d) Employee's who have successfully posted on a job shall have 14 days to determine whether or not they wish to retain the job to which they posted and will return to their original job if they decide to decline the job posting
- e) The Company shall have the right to evaluate an employee as to whether the employee has demonstrated the performance necessary to show that they have the potential to fulfill the requirements of the job posting. Previous performance evaluations may be used to assist in making this decision.
- (f) The name of the successful applicant shall be posted on the bulletin boards. An Employee who is bypassed in favour of an employee with less seniority shall be notified as to the reason(s) he was not accepted.
- (g) In cases of vacancies which may require special skills or abilities, (among current job titles, this would be limited to maintenance) the employer will consult the Labour Management Committee. Internal candidates will be given preference, but if the employer is not satisfied with the internal pool of applicants, after 15 days, external applicants may be hired.
- 15.02 Consistent with Article 15.01, the parties agree that for postings of Casting Operator, Extrusion Operator or Extrusion Shipper/Receiver positions the senior employee posting for the position will be given preference all other factors being relatively equal.
- 15.03 Employees will be assigned to temporary jobs within the bargaining unit, for more than one (1) and less than sixty (60) days, according to the following criteria:

- (i) employees capable of performing the work;
- (ii) the impact on the operations and shift scheduling is minimized.

Within the above criteria, the senior willing employee will be given preference; alternatively, the junior employee will be assigned.

15.04 Notwithstanding Article 15.01, the parties agree that the Company may appoint Leadhands providing such appointment is not made in an arbitrary, discriminatory or bad faith manner. The purpose of the lead hand is to be the leader within a crew and a crew shall have at least one other bargaining unit employee.

15.05 The input of the leadhand as to the skill, ability, qualification and performance of his crew shall be considered by the company in employee evaluations until the employee is fully proficient in his position or has been in the position for one year.

#### **ARTICLE XVI – TEMPORARY TRANSFERS AND ASSIGNMENTS**

16.01 Jobs shall not be considered vacant when employees are not at work due to illness, accident, PTO, or authorized leave of absence. However, if it is known that an employee is to be absent from work due to sickness, accident or authorized leave of absence for more than 60 days, the job will be posted and filled in accordance with Article XV. The 60-day period may be extended by mutual agreement between the Company and the Union.

16.02 Except as outlined in Article XVII, Leave of Absences, if the absent employee returns, he will be returned to his previous position and the most recent employee that has posted to that position will be returned to his previous position. If the previous position no longer exists he will be returned to work under the terms of Article XIV.

16.03 Temporary assignments can be made for up to 60 days or for any longer period as may be mutually agreed to by the Company and the Union. Any employee displaced due to such temporary assignments will not suffer reduction in salary.

#### **ARTICLE XVII - LEAVE OF ABSENCE (ALL CHANGES PER 2010 AMENDMENT)**

17.01 A personal leave of absence without pay, other than absence covered in 31.04 (a) for not less than one (1) day, may be granted for a valid reason, for a period not to exceed seven ( 7 ) calendar days, provided such leave does not disturb the efficiency of the employee's work area, or plant, and such application is made to the Plant Manager or his representative at least ten ( 10 ) working days, in writing, prior to the commencement of the leave and written approval is obtained from the Plant Manager or his representative.

17.02 The Company will give consideration to a shorter written request in the case of emergency situations.

17.03 A leave of absence will be extended for up to an additional seven ( 7 ) calendar days, if there is a valid reason acceptable to the Company. The employee must request the extension in writing at least seven calendar days prior to the end of the original leave of absence and receive written approval from the Plant Manager or his representative. The Union will be notified of all personal leaves of absence approved by the Company.

- 17.04 When an employee is returned to work, from a leave of absence granted under 17.01, 17.02, or 17.03, he shall be reinstated to his former classification. For an employee granted a leave of absence of greater than 60 days, he will be reinstated to his former classification if it still exists. If it does not, he will be returned to work under the terms of Article XIV of the Collective Agreement.
- 17.05 Up to two employees at any given time who have been elected or appointed by the Union to attend Union conventions or conferences or other Union business shall be granted an unpaid leave of absence by the Company. The total of such absences shall not exceed fifty days per year excluding labour contract negotiations meetings. The Union will notify the Company in writing, as early as possible prior to the start of the leave, and in any case at least two weeks prior to the leave, of the names of the members requiring leave.
- 17.06 The Company agrees to continue the pay and benefits of any employee absent from work on Union business which is not paid for by the Company as provided for elsewhere in the Agreement, and the Union shall reimburse the Company for such wages and cost of such benefits by payment upon receipt of a monthly statement provided the request was made in accordance with article 17.05. Such leaves of absence shall be authorized in writing by the Union and delivered to the Operations Manager no later than 2 weeks prior to the required absence. On special emergency circumstances leaves may be approved on 48 hours notice provided this does not adversely affect the operations.
- 17.07 The Company agrees to grant an employee a leave of absence without pay for up to one year to work in an official capacity for the Union, provided such request is made by an authorized representative of the Union, one month prior to the commencement of the leave.
- 17.08 The Local Union President leave of absence will not be included in the fifty days provided such absence does not interfere with the requirements of the operations.

#### **ARTICLE XVIII – BEREAVEMENT (ALL CHANGES PER 2010 AMENDMENT)**

- 18.01 When a death occurs in the immediate family of an employee who has acquired seniority, he shall be granted not more than three working days leave of absence from his employment without loss of pay. Such leave of absence shall commence on the day of the death and end with the day of the funeral service.
- 18.02 “Immediate Family” is defined as the husband, wife, son, daughter, mother, father, brother, sister, mother-in-law, or father-in-law of the employee.
- 18.03 In the event of the death of an employee’s grandparent, grandchild, brother-in-law, sister-in-law, aunt and uncle then the employee shall be granted a one working day leave of absence from his employment without loss of pay for the purpose of attending the funeral.
- 18.04 The leave of absence and the definition of immediate family as set out in this Article may, under special circumstances, be extended at the discretion of the Company.

## **ARTICLE XIX - BULLETIN BOARDS**

19.01 The Company agrees to provide bulletin boards in the lunchrooms for the purpose of posting meeting notices and official Union information. Notices will be signed and posted only by officers of the Union and will be in keeping with the spirit and intent of this Agreement. A copy of each notice will be given to the Plant Manager prior to its posting.

## **ARTICLE XX - "CALL- IN" PAY (ALL CHANGES PER 2010 AMENDMENT)**

20.01 Call-in pay for an employee required at short notice to work outside his regular shift shall be the greater of four hours at the appropriate rate or the actual hours worked outside his regular shift at the appropriate rate.

20.02 The provisions of 20.01 above shall not apply when an employee is called to work immediately prior to the start or immediately following the end of his scheduled shift, prior to his leaving the property. In all such cases the employee shall receive his/her appropriate rate for the time actually worked.

(Example: employee is called in and works 3 hours. He is paid the greater of 4 hours at straight time, or 3 hours at the appropriate rate. If the hours are the 81<sup>st</sup> – 83<sup>rd</sup> hours of the pay period, the employee would receive 4.5 times his hourly rate for the 3 hours.)

## **ARTICLE XXI - REPORTING IN PAY**

21.01 In the event an employee who has completed his probationary period reports for work on an overtime shift or a probationary employee or student reports for any shift without having been previously notified not to report, he will be given at least four hours work at the applicable rate of pay or, if no work is available, he shall be paid the equivalent of four hours at his straight time rate of pay.

21.02 This Article does not apply when the lack of work is due to a reason beyond the control of the Company.

21.03 It is also understood that an employee may be required to perform other than his usual work duties to qualify for this pay.

## **ARTICLE XXII -JURY AND WITNESS DUTY**

22.01 An employee shall be granted leave of absence with pay at his regular hourly rate, for the normally scheduled number of hours the employee would have otherwise worked, for the purpose of serving jury duty or as a material witness subpoenaed by the Crown. The employee shall reimburse the Company the full amount of jury pay or witness fees excluding any expense allowance received by him.

## **ARTICLE XXIII - SALARIES**

23.01 The Company agrees to pay and the Union agrees to accept for the term of this Agreement, the salaries as set out in Salary "Appendix A" attached hereto and forming a part of this Agreement.

23.02 The Company agrees to continue the current practice of paying by direct deposit every two weeks.

23.05 The Company agrees to review with the Union the rate of pay for any new classification / department prior to the rate being installed. If the Parties fail to agree, the new rate proposed by the Company shall be installed, and the Union shall have the right to grieve.

#### **ARTICLE XXIV - WORK SCHEDULE / HOURS OF WORK**

24.01 It is expressly understood that the provisions of this Article are intended only to provide a basis for calculating time worked and shall not be a guarantee as to the hours of work per day or days of work per week or as a guarantee of working schedules.

24.02 (a) The current standard hours of work for the “twelve hour” rotating shift, will be:

from 7:50 A.M. to 8:00 P.M.; and from 7:50 P.M. to 8:00 A.M.; and  
from 6:50 A.M. to 7:00 P.M. and from 6:50 P.M. to 7:00 A.M.

(b) The current standard hours of work and days of work per week for the “eight hour” rotating shift will be Monday to Friday:

Day Shift	7:50 AM	to	4:00 PM
Afternoon Shift	3:50 PM	to	12:00 AM
Night Shift	11:50 PM	to	8:00 AM

(c) The current standard hours of work for the “eight hour” day worker will be 8:00 AM to 4:30 PM, Monday to Friday.

(d) The Company reserves the right to alter these schedules, should it determine that the needs of the Company are best met by different shifts and hours of work schedules. The Company will use its best efforts to provide as much notice as is practical of anticipated shift changes. It will consult with the union at least two weeks in advance of such anticipated changes. The parties understand that increased volume or other factors that are not foreseeable may allow the 12 hour shift schedule to be retained after all, but will work together to minimize disruptions due to such factors.

24.03 Employees working shifts as in 24.02 ( a ) will have two - 30 minute lunch periods and three - 10 minute rest periods included in their shift.

24.04 Employees working shifts as in 24.02 ( c ) will have a lunch period of 30 minutes and two 10 minutes rest periods.

24.05 Employees working as in 24.02 ( b ) will have a paid lunch period of 30 minutes and two ten minute rest periods.

24.06 The actual schedules will be arranged by the Leadhand and approved by Management.

24.07 Within a department an employee may be assigned to any work of which he is capable.

- 24.08 All employees are expected to remain on plant property at all times during their shift unless permission to leave has been received from the Leadhand and Production Manager or other member of management.
- 24.09 It is understood that in designated functions each employee will remain at his workstation until relieved by a replacement on the following shift. In the event an employee is not relieved, he shall notify his Leadhand / supervisor that his relief has not reported.

#### **ARTICLE XXV - OVERTIME AND PREMIUM PAY (Per 2010 AMENDMENT)**

- 25.01 Overtime: Time and one half shall be paid for all authorized work performed under the following circumstances:
- (a) "Twelve Hour" Shifts: **all hours worked over 80 in a two week period.**
  - (b) "Eight Hour" Shifts: **all hours worked over 40 per week, and**
  - (c) Work on a statutory holiday.
- 25.02 Pay premiums shall not be pyramided.
- 25.03 It is recognized that it may be necessary to perform overtime work and it is understood that the Union and the employees will co-operate when such overtime work is required. Such overtime, if possible, shall be posted up to 3 days in advance, designating a definite period, consistent with Article 21.01.
- 25.04 When overtime is required and when sufficient volunteers are not available, the Company shall select the least senior employee with the skill, ability and qualifications to perform the required work from the closest corresponding scheduled shift to the shift for which the overtime is required. When two scheduled shifts are equidistant from the scheduled shift where the overtime is required, the Company will use the earlier of the scheduled shifts to determine who will be selected.
- 25.05 Overtime required as an extension of a 12-hour shift will not be mandatory.
- 25.06 Overtime shall be distributed in accordance with the policy reached by mutual agreement between the Company and the Union through the Labour- Management Relations Committee.

#### **ARTICLE XXVI - INTERNATIONAL AID AND DEVELOPMENT**

- 26.01 The Company agrees to deduct on a weekly basis the amount of one cent per hour from the wages of all employees in the bargaining unit for all hours worked and, prior to the 15th day of the month following, to pay the amount so deducted to the "Humanity Fund" and to forward such payment to United Steelworkers of America National Office, 234 Eglinton Avenue East, Toronto, Ontario M4P 1K7, and to advise in writing both the Humanity Fund at the aforementioned address and the local union that such payment has been made, the amount of such payment and the names of all employees in the bargaining unit on whose behalf such payment has been made.



- 26.02 It is understood and agreed that participation by any employee in the bargaining unit in the program of deductions set forth above may be discontinued by any employee in the bargaining unit after the receipt by the Company and the local union of that employee's written statement of his desire to discontinue such deductions from his pay.
- 26.03 The Company agrees to record total "Humanity Fund" deductions paid by each employee on his T-4 Income Tax Receipt.

#### **ARTICLE XXVII - OCCASIONAL ILLNESS OR ABSENCE**

- 27.01 In the event an employee is to be absent from work, the Leadhand or the Supervisor or other designated person shall be notified prior to the start of the shift unless exceptional circumstances exist.

#### **ARTICLE XXVIII - OCCUPATIONAL HEALTH AND SAFETY**

- 28.01 The parties agree to maintain high standards with respect to health and safety concerns in order to prevent occupational illness and injury within the workplace. In this regard, the parties agree that their respective representatives shall act in a co-operative and responsible manner so as to further the health and safety needs of the workplace and it's workforce.
- 28.02 (a) The Company agrees that it will provide certification training for two (2) unionized members of the Joint Health and Safety Committee in order to ensure that all employees will have access to people who have been properly trained to assist them in dealing with problems which may occur during their working hours.
- b) In order to assist the employees in their understanding of their rights and obligations under the Act, The Company shall prominently display copies of the Occupational Health and Safety Act and the accompanying regulations.
- 28.03 (a) Joint Health and Safety Committee ( hereinafter referred to as the Committee ) shall be established which is composed of three members elected or appointed by the Union and three members appointed by the Company. The Committee shall be co-chaired by one Union representative and one Company representative.
- (b) The Committee shall hold monthly meetings.
- (c) The mandate of the Committee shall be to jointly review workplace accidents, their causes and to make recommendations to prevent their recurrence; workplace and employee monitoring for health and safety problems; and other matters deemed appropriate by the members of the Committee.
- (d) Minutes of all meetings shall be taken by the Company and jointly approved copies shall be provided to both the Company and the Union and posted on the plant Health and Safety bulletin boards.
- 28.04 The Company shall post the names and the work locations of the Committee members in a conspicuous place or places where they are most likely to come to the attention of the workforce.

- 28.05 (a) The Company shall continue its current position of supplying safety equipment and work clothing.
- (b) The Company agrees to provide each employee with a pair (one pair per year) of safety boots recommended by the Joint Health & Safety committee and approved by the Company at no cost to the employees.
- (c) The Company, in its discretion, will consider an additional pair of boots in appropriate circumstances.
- (d) Upon successful completion of their probationary period, new employees shall be reimbursed for the purchase of their boots pursuant to Article 28.05 ( b ).
- 28.06 A worker representative from the J.H.S.C. shall have the right to accompany an authorized Safety Inspector on plant tours and to receive copies of any reports sent to the Company pertaining to such inspections. Where a worker representative is not available the Co-chair representing workers shall be advised promptly that a visit took place and will be furnished with copies of any reports sent to the Company pertaining to such visits.
- 28.07 The Co-chair of J.H.S.C. shall be furnished with summaries of all recordable accidents as defined under the Workplace Safety and Insurance Act. The information to be supplied the Co-chair of J.H.S.C. shall include all injury reports required by the Department of Labour under the Occupational H.S.A. and a copy of Form 7, or its equivalent, when it has been submitted to Workers Safety Insurance Board.
- 28.09 The Company agrees to make available to the J.H.S.C. upon request, the trade name and/or technical description (including chemical analysis if available) of any and all compounds and substances used in the plant.
- 28.10 All Job Safe Practices, Compounds and Substances must be reviewed with the J.H.S.C. before implementation or use. If the JHSC is not in agreement, this can be raised by the Co-Chairs of the JHSC in a conference call with the Ministry of Labour Officer.
- 28.11 (a) As per the Ontario Health and Safety Act currently in effect (2011), an employee may refuse to work or do particular work where he has reason to believe that:
- 1) any equipment, machine, devise or thing he is to use or operate, is likely to endanger himself or another employee;
  - 2) the physical condition of the workplace or the part thereof in which he works or is to work, is likely to endanger himself or another employee.
- (b) Where an employee refuses to work or do particular work, he shall inform his Leadhand immediately stating his reasons for the refusal. Until the investigation is completed, the worker shall remain in a safe place near his or her work station or be reassigned to another job.
- (1) When informed of a work refusal the Leadhand will immediately investigate the matter and where no satisfactory solution, which satisfies the worker who refused, is possible but where he believes it is possible to do the job safely, he may offer the job in dispute to another worker, after he has explained to

the second worker that a work refusal is in progress and after he has explained the circumstances of the refusal.

- (2) Where the second worker also refuses, the Leadhand will inform the Supervisor who will inform a worker representative from the J.H.S.C. and a further investigation involving all four (4) parties will take place to try to resolve the issue.
- (3) Where no resolution is found at (2), then the Company shall request that a Safety Inspector from the Ministry shall inspect and investigate the cause of the work refusal and render a decision as soon as practical. This refusal, setting out the Ministry's findings, will be posted on all Health and Safety boards in the plant.
- (4) Where the second worker as in (1) has agreed to go ahead with the work which caused the original work refusal then:
  - (i) The worker who originally refused the work in dispute, will be offered alternative work.
  - (ii) The work refusal will be investigated to find a solution which will satisfy all parties.
  - (iii) The J.H.S.C. will be given a full report on any work refusal and, other than having a Ministry decision, will render a final decision, which will be posted on all Health and Safety boards in the plant.

28.12 No employees shall be disciplined, coerced or in any way harassed because he has exercised his rights under the terms of this Article or under the rules of the Occupational Health and Safety Act as set out in this Article.

28.12 Where an employee is injured on the job, the Company shall arrange to have him taken home or to hospital if required.

28.13 Employees sick or injured and requiring modified work, shall be accommodated through the Return to Work/Modified Work Program mutually agreed to by both the Company and the Union.

## **ARTICLE XXIX – PAID TIME OFF**

29.01 The PTO year runs from May 1 to April 30.

### 29.02

Less than one year: 8 hours of paid time off accrues per month, up to a maximum of 80 hours.

1-2 Years: 80 hours or 7 shifts (12 hours)

2- 9 years: 120 hours or 10 shifts (12 hour)

10 – 19: 160 hours or 14 shifts (12 hours)

> 20 years: 200 hours or 17 shifts (12 hours)

29.03 In normal circumstances, employees are not permitted to carry PTO entitlements from one vacation year to the next.

29.04 Employees are encouraged to schedule PTO in at least 1-week blocks. By March 31, the Company will distribute vacation request forms to each employee. Wherever possible the Company will accommodate the employee's preferences. Where conflicts arise within a crew, preference will be given to the employee on the crew with the greatest seniority. By May 1, the Company will notify the employees of the vacation schedule based on written request received by April 15th. Additions or deletions to the schedule after April 15 will be on a first come basis.

29.05 If the annual maintenance shutdown occurs during July - August employees affected may be expected to use this period for vacation purposes.

29.06 (a) Day shift and three non-continuous shift operation ( five days per week ):

When a paid holiday falls within your vacation period, a replacement day shall be arranged at a mutually convenient day between the employee and his Supervisor.

(b) Continuous four shift operation (seven days per week ):

Employees shall be paid for eight hours at regular pay when a paid holiday falls within this vacation period.

PER 2010 AMENDMENT:

29.07 Employees may use paid time off to cover sick days, extension of unpaid leaves, or to bridge time between an illness and short term disability payments. Paid time off must be scheduled with the supervisor or HR, but it may be taken in half day increments with the agreement of the supervisor and Human Resources (form available in HR).

## **ARTICLE XXX - PAID HOLIDAYS**

30.01 The Company will provide for the following paid holidays:

- (a) New Year's Day
- Good Friday
- Victoria Day
- Canada Day
- Civic Holiday
- Labour Day
- Thanksgiving Day
- Christmas Day
- Boxing Day

(b) Two (2) Floating Holidays as designated by the Company in consultation with the Union.

30.02 To be eligible for holiday pay the employee must:

- (a) earn wages on at least twelve days during the four weeks immediately preceding a holiday.
- (b) work his scheduled regular day of work preceding and his regular day of work following a holiday unless failure to work is a result of illness, accident, or other absence approved by the Company.

#### PER 2010 AMENDMENT

- 30.03 (a) Employees who work on these holidays shall be paid at a rate of time and one half for all hours worked on the shift.
- (b) Employees working a shift which does not commence on these holidays shall receive eight hours pay at straight time.
- (c) Employees who are eligible for premium pay during a shift which commences on a holiday will receive the overtime to which they are statutorily entitled *and* their choice of 8 hours of PTO or 8 hours pay at straight time.
- (d) For the purposes of this Article, shifts starting at 10 minutes before midnight are deemed to have started at 12:01 a.m. of the following day.

#### ARTICLE XXXI - BENEFITS

31.01 The benefits referred to in this Article have been agreed to by the Company and the Union on a mutual basis and will only be changed by the consent of both parties.

- (a) The benefits for employees who have completed their probationary period shall be as set out in Article 31.02. It is understood that where a benefit is provided through an insurance policy or plan, the Company is responsible for the payment of premiums, and the employee will be responsible for a co-pay \$20 per week, which shall be deducted from employee's wages.

Any dispute regarding benefits is between the employee and the insurer and will not form the subject matter of a grievance or be referred to arbitration. If a dispute should arise between the insurer and an employee, both parties shall provide reasonable assistance to the employee in attempting to resolve the dispute.

- (b) Employee co-pays shall be allocated to the full premium cost of " Long Term Disability" plus an additional sum towards the cost of other Health care and Insurance benefits as found in this agreement , the total of all costs not to exceed \$20.00 per week , which shall be deducted bi-weekly from the employee's wages.

31.02 All regular, full time employees shall receive the following benefits:

- i. Pension
- ii. Short Term Disability
- iii. Long Term Disability
- iv. Major Medical and Drug Card Plan
- v. Vision Care
- vi. Dental Plan
- vii. Life Insurance

**viii. 10 days Unpaid Emergency Leave according to the ESA**

**ix. Emergency Paid Time Off (PTO)**

31.03 The Company will make a medical package (Sun Life's My Choice Health Care Plan) available to retired employees and LTD, WSIB eligible employees who have exhausted the benefit listed in 31.03 (a) and (b). The cost of the premiums for this medical package shall be paid by the retiree or WSIB/LTD eligible employee, if they so elect upon retirement or eligibility therefore.

a) The Company will pay up to \$5000 towards a "My Choice" medical benefits policy offered by Sun Life, for any WSIB or LTD beneficiaries upon application to HR for this benefit. (This is a lifetime cap.) The company will extend this benefit for a beneficiary who is actively participating in either WSIB or Sun Life's re-training program.

b) For LTD beneficiaries, the company will pay the My Choice Enhanced Extended Healthcare Insurance premiums for the first two years after the qualifying event, in addition to the \$5000 lifetime cap.

c) For WSIB beneficiaries, the company will continue existing benefits for the first two years after the qualifying event, in addition to the \$5000 lifetime cap.

31.04

a) Employees shall be entitled to 10 days of statutory emergency leave, which shall be unpaid as per ESA. The employee shall endeavor to notify the company at the earliest practical time of his need to take such leave, as both parties recognize the cost and disruption to the work of unscheduled absences, which both will endeavor to minimise.

b) **Emergency PTO Pay Out (Up to 60 hours).** Employees who have completed their probationary period will be permitted to "ACCESS" (be paid for) up to five (5) PTO ("sick/emergency") days, in whole day increments, upon application to the company. (Form attached). In order to be eligible for this Emergency Pay Out provision, the employee must do the following:

1. notify the company appropriately as soon as practical under the individual circumstances of the case;
2. provide sufficient showing of an emergency recognized by this policy upon reasonable request;
3. "emergencies" covered are those that are unforeseen or unavoidable, and include: doctors appointments or meetings with lawyers which *cannot* be scheduled more than seven days out *or* on a non-work day, caring for a sick dependent (generally child or spouse), illness which prevents the employee from working, (provided *more* than two days absence will be documented by physician note.)

31.04 (c) Upon such showing, which shall not be unreasonably denied, the Company will pay the employee for up to five (5) work days missed due to the unpaid emergency leave, and reduce by a corresponding number the available PTO hours or days available to the employee for the balance of the year for use or pay out under the PTO Pay Out program at the end of the year.

31.04 (d) If an employee has taken five days of Emergency PTO Pay Out, and been paid less than 60 hours, then he will be paid the difference between the 60 hours and those hours for which he was actually paid emergency leave in the preceding year. No more than 5 “Emergency PTO Pay Out days” may be rolled over. No more than 10 emergency pay out days may be taken in any given year.

31.04 (e) Where the company has reason to doubt the legitimacy of the leave, Management will notify the union as soon as possible that the legitimacy is suspect.

The parties agree that if an emergency leave claim is determined to be false, or not properly covered by ESA, or submitted in bad faith, then the matter will be referred for corrective action.

31.05 Employees hired after September 1, 2001 will not be eligible for retiree life insurance or the optional life insurance. Employees currently on the payroll will be eligible for \$5000. Life insurance policy and optional life insurance upon retirement or reaching age 65, whichever is the earliest.

31.06 In recognition of the Company’s approximately 80% funding of the cost of the short-term disability plan the Union hereby agrees that 80% of any rebate from HRDC - Employment Insurance Plan resulting thereof shall be reimbursed to the company.

31.07 Short Term Disability shall be provided at 75% of pay, and available after five (5) calendar days of absence to qualified employees. *Up to 26 weeks of pay shall be available to employees before they transition to the LTD policy mentioned above and available for inspection in Human Resources.*

31.08 The company reserves the right to self-fund, or to contract out any benefit or policy provided in this agreement, *other than STD, which the Company agrees to self-fund for up to 26 weeks as part of this agreement for the duration of this agreement.*

**31.09 PTO PAY OUT.** Employees shall be afforded the opportunity to “sell” or cash out, up to 60 hours of accrued and available PTO at the end of the year at the hourly rate that they are then being paid. This pay out is provided in a regular payroll type check at the end of the following payroll period. *Employees may choose either to roll over un-used hours under this policy or be paid out for them up to the maximum of 60 hours (or 40 hours on 8 hour shifts) 8 hours shift employees are bought out for the balance of the time (i.e., 20 hours). Unused emergency PTO hours may be rolled over up to a maximum of 40 hours in a year.*

The parties agree that absenteeism creates problems for the plant’s owners, customers and employees, and they agree to try to reduce and manage non-productive time. They agree that employees should be paid for time they work, as well as receiving a generous benefits package with Paid Time Off and other leave provided herein, but otherwise shall not be paid for time not worked.

i) Bereavement Leave (Art 18), Paid Time Off (Article 29), Paid Holidays (Art.30), Jury and Witness Duty (Art 22), Union Business (Article 17), WSIB leave are do not count as “Occurrences” under the Company’s Attendance Policy. The company’s attendance policy is designed to prevent violations of company rules, not as an added benefit of days to which employees are entitled to take off.

ii) Employees who need time off and wish to avoid an occurrence may do so by arranging time off under the terms of the Paid Time Off Program, or by requesting unpaid time off and

scheduling it with the supervisor. Copies of the PTO policy are available in Human Resources.

iii) Employees who have been absent due to medical reasons must consistently use the same clinic or doctor for any medical certification to justify their absence in so far as possible. They may use unpaid emergency leave added to Article 32 up to 10 days for legitimate illnesses or other emergency leaves as defined by the Employment Standards Act. *In order to remain eligible for such benefits, the beneficiary must be seen by a doctor or specialist designated by the company or carrier within 15 - 30 days of the disability if possible.*

iv) The definition of "hospitalized" shall be:

Where an employee remains in hospital "overnight" or attends an accredited hospital and undergoes "Day surgery" (Day surgery is defined as an out-patient who undergoes a debilitating procedure or receives a general anesthetic)

v. The Company will provide the union with payroll codes prior to the ratification of this agreement, and such codes shall specify paid and unpaid time. It is understood that unpaid time will include but not be limited to unexcused absences not covered by either the Emergency PTO Pay Out Policy or ESA, and unpaid time will be deducted from the employee's salary in the appropriate pay period at the straight time hourly rate provided in Appendix A.

#### **\$1500 ANNUAL CASH OUT OPTION. (NEW)**

**In recognition of the rising cost of healthcare, and the fact that many employees are covered, or may be covered, by another relative's health insurance or benefits policy, employees will be offered the option of *opting out* of the company's benefits plan (items iv, v and vi in 31.02, above) before the 15<sup>th</sup> of the month. If the employee chooses to opt out, he will be paid \$1500 in the first payroll period of the following month.**

**Employees opting out will also have the \$20/week "co pay" taken from their checks reduced to \$10/week.**

**Employees who opt out, and later need to be added back to the company's policy because of loss of benefits, will be allowed to do so, and the \$20 co-pay will be resumed, and \$1500 (*or prorated portion if he chooses to return to the benefits plan during the year*) that he received will be re-paid to the company by being withheld from his payroll check pro-rated over the next 16 pay periods. *Employees may only choose each option (Cash Out or Return to Plan) once during each calendar year because of the administrative expense of processing his request.***

**Employees who leave employment of the company less than 12 months after receiving the Cash Out option will have the pro-rated portion of that annual benefit retained by the company in his final check. Taxes withheld will not be retained.**

#### **BENEFITS:**

- 1) The Company shall provide an increased Vision benefit up to \$300**
- 2) The Company shall provide an Orthodontics benefit of up to \$2500/child, more fully described in the benefits plan summary**



## **ARTICLE XXXII - SCHEDULE PREMIUM**

32.01 The Company shall pay \$29.00 per week to each employee who is working a continuous shift schedule (seven day operation ).

For the duration of this Contract the regularly scheduled hours of work for all Bargaining Unit members shall be either of 12hrs or 8hrs duration, and any deviation from that schedule will be first reviewed with the union, and done in consultation with the Labour Management Committee.

## **ARTICLE XXXIII - PREGNANCY AND PARENTAL LEAVE**

33.01 The Company shall grant employees pregnancy and/or parental leave in accordance with the provision of the Employment Standards Act.

## **ARTICLE XXXIV – HARASSMENT IN THE WORKPLACE**

The Company and the Union are committed to providing a work environment which prohibits discriminatory practices and in which all individuals are treated with respect and dignity in accordance with the provisions of the Ontario Human Rights Code.

Every employee has a right to freedom from harassment in the workplace by the Company, the Union, or by any other employee, because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, age, record of offences, marital status, family status, sexual orientation or handicap.

Every employee has a right to freedom from harassment in the workplace because of his or her sex by the Company, the Union, or by any other employee.

Every employee has a right to claim and enforce his or her rights under this article without reprisal or threat of reprisal for so doing.

Harassment is a course of comments or conduct that is known or ought reasonably to be known to be unwelcome.

The complainant may either initiate a grievance as per the grievance procedure of the collective agreement or file a written complaint with the Plant Manager.

The parties agree that all such complaints will be thoroughly investigated as soon as possible.

The Company acknowledges and agrees that, for the purposes of a grievor or complaint for breach of this article, the International Union's Sexual Harassment Complaints Counsellor or Racial Harassments Complaints Counsellor, as the case may be, shall be entitled to service a grievance or complaint on behalf of the bargaining unit employee under Articles 10 and 11 herein, instead of a Union Steward or member of the Union Grievance Committee.

**ARTICLE XXXV – LETTERS OF UNDERSTANDING**

All letters of understanding or letters of agreement dated as of the signing date of the new agreement shall become part of the collective agreement.

**ARTICLE XXXVI - TERMINATION**

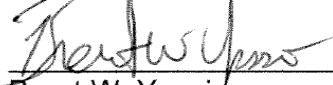
36.01 This Agreement shall become effective retroactive to September 2, 2011, and shall continue up to and including September 1, 2015, 11:59 p.m.


36.02 Either Party desiring to renew or amend this Agreement may give notice in writing of its intention during the last ninety days of its operation.


36.03 If notice of the intention to renew or amend is given by either party pursuant to the provisions of the preceding paragraph, such negotiations shall commence not later than fifteen days after such notice or as soon thereafter as is mutually agreed.

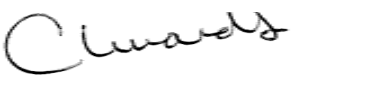
Duly Executed by the Parties hereto this 18<sup>th</sup> day of October, 2011.

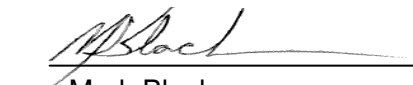
SIGNED ON BEHALF  
OF THE COMPANY

  
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Brent W. Yessin,

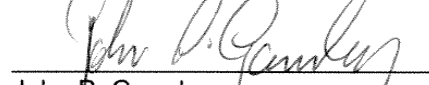
  
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David Pike

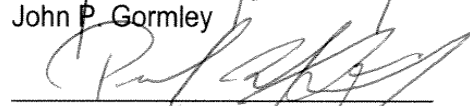
  
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Dianne Grenaghan

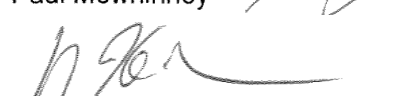
  
\_\_\_\_\_  
Caitlin Inwards


  
\_\_\_\_\_  
Mark Blackmore

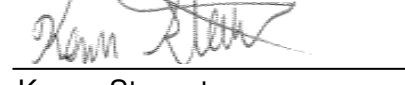
SIGNED ON BEHALF  
OF THE UNION

  
\_\_\_\_\_  
John P. Gormley

  
\_\_\_\_\_  
Paul Mewhinney

  
\_\_\_\_\_  
Randy Henderson

  
\_\_\_\_\_  
Russ States

  
\_\_\_\_\_  
Kevon Stewart

## **APPENDIX A - SALARIES**

1. The weekly salaries and hourly wages are as set out in Table One, below.
2. Prior to the successful completion of their probationary period, employees shall be paid on an hourly wage rate basis.
3. When an employee has passed the appropriate tests and has reached the required degree of experience in his classification in the opinion of his Lead Hand and Supervisor or Team Lead, he shall progress to the next level. The time frames in the classifications shall exclude absences from work of over 30 calendar days.
4. Employees posting or bumping between casting and extrusion shall receive the lesser of their current rate of pay or the Level Two rate of pay for their new classification.
5. Employees posting or bumping into an Extrusion Shipper/Receiver or Die Shop Coordinator position shall receive Level Two rate of pay.
6. When an employee is performing Leadhand duties, he shall receive the appropriate Leadhand rate.
7. Definition base salary – regular non-overtime earnings.

### **APPENDIX A – Salaries – Table One**

- September 1, 2013 – 2% wages increase
- September 1, 2014 – 4% wage increase

## APPENDIX A – SALARIES

### NEW JOB TITLES CLARIFIED:

#### **EXTRUSION**

OLD LEVEL 4 IS PHASED OUT AS PEOPLE BECOME LEVEL 3 AS SCHEDULED, NOW CALLED EXTRUSION OPERATOR 2 AND PAID \$22.91 (CURRENT RATE)

OLD LEVEL 3 IS CALLED EXTRUSION OPERATOR 2 BUT WILL MOVE UP TO \$24.81 AS SCHEDULED AND RED CIRCLED AT THAT RATE UNTIL BID A HIGHER PAYING JOB

OLD LEVEL 2 IS PHASED OUT AS PEOPLE MOVE TO EXTRUSION OPERATOR 1 ON SCHEDULE, AND RECEIVE \$26.52 (CURRENT RATE)

OLD LEVEL ONE IS LEVEL ONE EXTRUSION OPERATOR, AND IS PAID \$26.52 (CURRENT RATE)

NOTE: EXTRUSION OPERATOR 2 JOB CAN BID INTO ANY OPEN JOB

#### **CASTING**

ANY EMPLOYEE APART FROM EXTRUSION OPERATOR 1 OR SHIPPING LEVEL 1 WOULD NORMALLY BID INTO CASTING OPERATOR 3 JOBS, CURRENT PAY RATE \$22.91

CASTING LEVEL 1 IS NOW CALLED CASTING OPERATOR 1 AND PAID \$26.52

CASTING LEVEL 2 IS NOW CALLED CASTING OPERATOR 2, AND IS PAID \$24.81, AND REMAINS A 12 MONTH PROBATIONARY PAY LEVEL, PROGRESSING TO CASTING OPERATOR 1

CASTING OPERATOR 3 IS A NEW JOB PAYING \$22.91 (*For 12 months of training/probationary observation, progressing to Casting Operator 2*) AND EMPLOYEES FROM EXTRUSION OPERATOR 2 OR MET SAW OPERATORS OR PRODUCTION ASSISTANTS WOULD NORMALLY POST FOR CASTING OPERATOR 3 JOBS

<b>CLASSIFICATION</b>	<b>HOURLY RATE</b>
<b><u>EXTRUSION OPERATOR &amp; DIE SHOP HELPER</u></b>	
PRODUCTION ASSISTANT (12 MONTHS)	\$16.14
PRODUCTION ASSISTANT	\$17.14
EXTRUSION OPERATOR 2	\$22.91
EXTRUSION OPERATOR 1	\$26.52
<b><u>CASTING OPERATOR</u></b>	
CASTING OPERATOR LEVEL 3 (12 MONTHS)	\$22.91
CASTING OPERATOR LEVEL 2 (12 MONTHS)	\$24.81
CASTING OPERATOR LEVEL 1	\$26.52
<b><u>DIE SHOP</u></b>	
LEVEL 2 (12 MONTHS)	\$24.96
LEVEL 1	\$26.52
COORDINATOR	\$29.30
<b><u>EXTRUSION SHIPPER/RECEIVER</u></b>	
LEVEL 2 (12 MONTHS)	\$24.60
LEVEL 1	\$25.38
<b><u>METAL SAW</u></b>	
PROBATION (720 HOURS)	\$17.14
SUCCESSFUL COMPLETION OF PROBATION	\$19.06
METALLURGICAL ASSISTANT	\$24.96
AUTOMOTIVE SPECIALIST	\$29.30
YARD MAN	\$25.37
<b><u>MAINTENANCE</u></b>	
TRADESPERSON	\$29.16
MULTI-SKILL TRAINING LEVEL 1 AFTER 6 MONTHS	\$29.99
MULTI-SKILL TRAINING LEVEL 1 AFTER 12 MONTHS	\$30.70
MULTI-SKILL TRAINING LEVEL 1 AFTER 18 MONTHS	\$31.48
MULTI-SKILL TRAINING LEVEL 1 AFTER 24 MONTHS	\$32.34
<b><u>LEADHANDS</u></b>	
PRODUCTION, SHIPPING/RECEIVING & MOULD ROOM	\$29.30
MAINTENANCE	\$34.55
STUDENT	\$14.18

## **APPENDIX B – STUDENTS**

The parties agree that students employed during the school vacation period or a co-op training program will be deemed to be probationary employees for the entire duration of their employment. It is not the Company's intention to employ students in such a way as to reduce the size of the bargaining unit.

Students hired for the vacation period shall be deemed terminated at the end of the contract term. This term can be extended with the agreement of the Company and the Union. Issues not raised prior to the termination date will not be the subject of a grievance.

The following articles will not apply to students.

Article 14.01 / 02

Article 15.01 / 02

Article 17.05 / 06 / 07

Article 18.01 / 02 / 03 / 04

Article 22.01

Article 28.05 ( b ), ( c ), and ( d )

Article 31.01 / 02 / 03 / 04

**APPENDIX C - SEVERANCE PAY IN THE EVENT OF A PLANT CLOSURE  
OR PARTIAL PLANT CLOSURE**

**Severance Payments**

In the event of a total plant closure or partial plant closure (as defined below), the following severance payments would be made to all affected employees:

- a) 1.0 week of pay for each year of service, up to 5 years, plus
- b) 1.5 weeks of pay for each year of service greater than 5 up to 10 years of service, plus
- c) 2.0 weeks of pay for each year of service greater than 10 up to 20 years of service, plus

For the purposes of this agreement, a “partial plant closure” is defined as the complete elimination of any department in the plant.

The Company may choose to offer a Voluntary Severance Package (VSP) to employees in the event of a reduction in force, and the terms, and eligibility for the VSP shall be at the discretion of the Employer after consultation with the Union.

In consideration of the severance payments set out above which are acknowledged to be superior to the minimum obligations of the company at law, it is understood and agreed by the union that the above severance payment is inclusive of any and all obligations for severance pay under the Employment Standards Act and fully discharges the Company from all severance obligations under the Employment Standards Act.

## APPENDIX D - PICKERING SALARY PLAN

*The parties agree that absenteeism creates problems for the plant's owners, customers and employees, and they agree to try to reduce and manage non-productive time. They agree that employees should be paid for time they work, as well as receiving a generous benefits package with Paid Time Off and other leave provided herein, but otherwise shall not be paid for time not worked.*

*(i) Bereavement Leave (Art 18), Paid Time Off (Article 29), Paid Holidays (Art.30), Jury and Witness Duty (Art 22), Union Business (Article 17), WSIB leave are all paid leave and as such do not count as "Occurrences" under the Company's Attendance Policy. They are paid by the company as employee benefits.*

*(ii) The company's attendance policy is designed to prevent violations of company rules, not as an added benefit of days to which employees are entitled to take off.*

*Employees who need time off and wish to avoid an occurrence may do so by arranging time off under the terms of the Paid Time Off Program, or by requesting unpaid time off and scheduling it with the supervisor.*

*iii) Employees who have been absent due to medical reasons must consistently use the same clinic or doctor for any medical certification to justify their absence in so far as possible. They may use the sick time benefit added to Article 32 up to 5 days for legitimate illnesses or other emergency leaves as defined by the Employment Standards Act.*

*iv) Effective the ratification date of the new collective agreement, all occurrences outlined above will revert to "0" as of 12/31/09 for all current employees. Absences from 1/1/2010 that have been properly documented will remain in the file and counts as occurrences as appropriate.*

v) The definition of "hospitalized" shall be:

Where an employee remain in hospital "overnight " or attends an accredited hospital and undergoes "Day surgery" (Day surgery is defined as an out-patient who undergoes a debilitating procedure or receives a general anesthetic)

vi) The Company will provide the union with new payroll codes prior to the ratification of this agreement, and such codes shall specify paid and unpaid time. It is understood that unpaid time will include but not be limited to unexcused absences not covered by Paid Time Off or sick days, and unpaid time will be deducted from the employee's salary in the appropriate pay period at the straight time hourly rate provided in Appendix A.



## **Appendix E – Job Descriptions**

The job descriptions in Appendix E reflect the job duties and pay rates that were discussed and negotiated with the Union. They also contain terms that we would not typically consider as part of a job description, such as the limitation on the number of Production Assistants that will be hired onto the crews. Accordingly, the parties agree to attach the job descriptions to the contract because some terms – pay rates and limitations on the number of production assistants – are incorporated into the contract itself, sometime in specific contract terms (pay rates) and sometimes in attached side agreements.

The job duties and description of the Production Assistant, and the limitation on the number of Production Assistants per crew are specifically incorporated into the terms and conditions of the contract, and will not be altered during the terms of the contract without the consent of the union. Any other job descriptions reflect the agreement and understanding between the parties about the job content and job duties required, but may be modified consistent with the rights set forth in Article IV, by mutual consent of the parties.

It remains a management right to create new jobs and write new job descriptions as set forth in Article IV and Article 23.05.

**POSITION :** EXTRUSION LEVEL 2 OPERATOR  
**SUPERVISOR :** TEAM LEAD

**SALARY PAY: \$22.91**  
**EFFECTIVE DATE: OCTOBER 1, 2011**  
**REVISED:**

## **JOB DESCRIPTION:**

### **PURPOSE :**

Level TWO operators ARE RESPONSIBLE FOR THE QUALITY, VOLUME AND TIMELINESS OF GOODS PRODUCED for THE CUSTOMER. They must have demonstrated HIGH LEVELS OF proficiency on stretchers, CRANES, FORK TRUCKS, and saws, AND KNOWLEDGE OF AND ABILITY TO OPERATE PRESSES WITH DIRECTION of LEAD HANDS, as well as inspect, measure, pack AND AGE MATERIAL, and be able to train production assistants and temporary workers on relevant aspects of the jobs to enhance their skills and the overall ability of the crew.

### **SPECIFIC RESPONSIBILITIES:**

#### **Operations**

- Provide feedback as requested to the Lead Hands or Team Leads, or other supervisors or managers on the operations and needs of the press and unit
- Assuring the safe and efficient operation of all equipment available to him
- Ensuring 6S and operating efficiency of the work stations and compliance of the machinery and work stations he is responsible for, and operating protocols and policies
- Communicating safety, production, performance, inventory, operational or quality problems as they arise and anticipating same
- Ensure the safe, timely and customer compliant production of goods or products
- Operates cranes, forklifts, saws, presses and other required equipment and vehicles
- Work in die shop if needed, or run roll collector with direction of lead hand
- Performs necessary quality checks as per quality instructions and records necessary inspection data
- Assists operations as required at the direction of the supervisor or lead hand
- 6S/LEAN responsibility
- Proficiency with operating system

#### **Skills and abilities Required**

- Ability to do every job on the crew as required
- Ability to read, write and communicate effectively with the crew and Lead Hand to ensure safe and efficient operations
- Ability to work rotating shifts if needed
- Must be able to utilize standard inspection instruments and record quality data on records
- Must be able to physically execute the responsibility of the job
- Must be able to grip and handle and lift above the shoulder
- Must be able to work independently after training to perform assigned tasks

<b>POSITION :</b>	EXTRUSION LEVEL 1 OPERATOR	<b>SALARY PAY: \$26.51</b>
<b>SUPERVISOR :</b>	TEAM LEAD	<b>EFFECTIVE DATE : OCTOBER 1, 2011</b>
		<b>REVISED :</b>

**JOB DESCRIPTION:**

**PURPOSE :**

Level One Operators ARE RESPONSIBLE FOR THE QUALITY, VOLUME AND TIMELINESS OF GOODS PRODUCED for THE CUSTOMER. They must have demonstrated high proficiency levels WITH presses, stretchers, CRANES, FORK TRUCKS, and saws, as well as inspecting, measuring, pack AND AGE MATERIAL, and be able to train level 2 operators, production assistants and temporary workers on relevant aspects of the jobs to enhance their skills and the overall ability of the crew.

**SPECIFIC RESPONSIBILITIES:**

- Assist Lead Hand to provide oversight, coaching and training where needed at all stations as production needs require, especially to enhance skills and efficiency of Level 2 Operators or Production Assistants on the crew
- Provide feedback as requested to the Lead Hands or Team Leads, or other supervisors or managers on the operations and needs of the press and unit
- Assuring the safe and efficient operation of the press and equipment available to him
- Ensuring 6S and operating efficiency of the work stations and compliance of the machinery and work stations he is responsible for, and operating protocols and policies
- Communicating safety, production, performance, inventory, operational or quality problems as they arise and anticipating same
- Ensure the safe, timely and customer compliant production of goods or products
- Operates presses, cranes, forklifts, saws and other required equipment and vehicles
- Performs necessary quality checks as per quality instructions and records necessary inspection data
- Assists operations as required at the direction of the supervisor or lead hand
- 6S/LEAN responsibility
- Proficiency with operating system
- Work in Die Shop and run roll corrector as needed

**Skills and abilities Required**

- Ability to do every job on the crew as required
- Ability to read, write and communicate effectively with the crew and Lead Hand to ensure safe and efficient operations
- Must be able to anticipate and troubleshoot safety, performance, quality or production problems and provide feedback to management and staff to improve operations and performance based on those observations
- Ability to work rotating shifts if needed
- Must be able to utilize standard inspection instruments and record quality data on records

- Must be able to physically execute the responsibility of the job
- Must be able to grip and handle and lift above the shoulder
- Must be able to work independently after training to perform assigned tasks

**POSITION :** PRODUCTION ASS'T  
**SUPERVISOR :** TEAM LEAD

**SALARY PAY:** \$16.14 PROBATION  
\$17.14 HOUR PERM  
**EFFECTIVE DATE:** SEPTEMBER 1, 2011  
**REVISED:** AUGUST 25, 2011

## **JOB DESCRIPTION:**

### **PURPOSE :**

Provide Entry level assistance WITHIN THE PLANT at direction of A supervisor, TEAM LEAD, leadhand or operators. skilled and trained sufficiently to do any ENTRY LEVEL work on the crew, AND NOT SUCH JOBS AS operators' jobs in casting or extrusion, OR SKILLED MAINTENANCE.

### **SPECIFIC RESPONSIBILITIES:**

#### **Operations Shipping Department**

- Operate saws/ conveyor/ tumbling operation with direction from a Met Saw Operator or titled lead or supervisor
- Performs as relief operators on saws as needed
- Performs daily set-up and operating check list of duties as directed by lead hands or operators
- Perform daily basic preventative measures; IE: empties chip bins, check measuring devices, filters, oil levels, etc. Notifies maintenance of needed repairs
- Presents raw materials to operation
- Operates forklifts, saws and other required equipment and vehicles with training and certification
- Material handles finished goods away
- Performs necessary quality checks as per quality instructions and records necessary inspection data as directed, assists both shipping and quality control
- Packs out passed materials for shipment, assists in packing and stacking loads
- Removes scrap from the operation
- Assists operations as required at the direction of the supervisor or leadhand then on shift
- 5S/LEAN responsibility

#### **OPERATIONS EXTRUSION DEPARTMENT**

- Two (2) per crew
- Operates machinery including overhead cranes, and wood-batt saws, after proper training or licensure
- Their primary duties will be to assist full time employees in packing or shipping products under the supervision or direction of a supervisor, team lead, lead hand or operator. Operates machinery such as overhead cranes, wood-batt saw, fork trucks, after proper

training or licensure. They will not be assigned to production work in the casting department.

### **Skills and Abilities Required**

- Must be able to bend and lift up to 35 pounds of parts
- Must be able to utilize standard inspection instruments and record quality data on records
- Must be able to read and write
- Must be able to physically execute the responsibility of the job
- Must be able to grip and handle and lift above the shoulder
- Must be able to rotate and work off- shifts as necessary
- Must be able to work independently after training to perform assigned tasks

**POSITION :** CASTING OPERATOR 1  
**SUPERVISOR :** TEAM LEAD

**SALARY PAY:** \$26.52  
**EFFECTIVE DATE :** OCTOBER 1, 2011  
**REVISED:**

## **JOB DESCRIPTION**

### PURPOSE:

The Casting Operator is responsible for the quality, volume and timeliness of goods produced, packed and shipped to the customer. He is responsible for assisting the Leadhand at every position, as well as oversight and assessment of the work, training and coaching of the C2 and C3 Operators to achieve cast materials on time, and consistent with customer demands.

### SPECIFIC RESPONSIBILITIES:

#### Operations

- Assist the Leadhand in assessing the skills and training needs of the crew at all times during their assignment to his team, from probationary employees to Level 1 Operators.
- Assist with providing oversight coaching and training where needed at all stations as production needs demand.
- Fairly and accurately assess the performance and skills of the trainees under them, and provide feedback as requested to the Leadhands.
- Assuring the safe and efficient operation of the plant and equipment available to them.
- Ensuring the cleanliness and operating efficiency of their work stations and compliance to crew safety and operating procedures.
- Communicating production, safety, operational or quality problems as they arise and anticipating the same.
- Anticipate and troubleshoot safety issues, production, or operational issues as they arise, and communicate problems, concerns, and suggestions to the Leadhand.
- Participate in the leadership briefings conducted by the Plant Manager when asked.
- Able to meet the operational objectives and imperatives as requested by the Leadhand and directed by the Plant Management.
- Operation of all machinery and testing equipment in the Casting plant and be certified on overhead cranes and forklifts.
- Perform work as required at any station or job assignment to ensure the safe, timely and customer compliant production of goods or products.
- 6S/Lean responsibility
- Performs necessary quality checks as per instructions and records data
- Assist the yardman when needed
- Help in the mould room if needed

#### Skills and Abilities Required

- Ability to do every job on the crew as required
- Ability to responsibly direct trainees in their work
- Ability to fairly and accurately assess their work area and make adjustments

- Ability to read, write, and communicate effectively with other crew members and management to ensure safe and efficient operations
- Ability to assist in training members of the crew
- Ability to interact with Leadhands and management and provide timely and accurate feedback as requested about the work processes, needs and performance of the equipment
- Must be able to anticipate and troubleshoot safety, performance, quality or production problems and provide feedback to management and staff to improve operations and performance based on those observations
- Must be physically able to perform the essential duties of the job
- Must be able to work independently after training
- Must be able to grip handle and lift above the shoulder
- Ability to work rotating shifts if needed.



**POSITION :** LEAD HAND  
**SUPERVISOR :** TEAM LEAD

**SALARY PAY:** \$29.30  
**EFFECTIVE DATE :** JULY 31, 2011  
**REVISED :**

## **JOB DESCRIPTION:**

### **PURPOSE :**

THE LEAD HAND IS RESPONSIBLE FOR THE QUALITY, VOLUME AND TIMELINESS OF GOODS PRODUCED, PACKED AND SHIPPED TO THE CUSTOMER. HE IS RESPONSIBLE FOR DIRECTING THE CREW AT EVERY POSITION, OVERSIGHT AND ASSESSMENT OF THE WORK, TRAINING AND COACHING OF THE CREW TO ACHIEVE CAST OR EXTRUDED MATERIALS ON TIME, AND CONSISTENT WITH CUSTOMER DEMANDS. The Lead hand will provide oversight, assessment and training of the crew(s).

### **SPECIFIC RESPONSIBILITIES:**

#### **Operations**

- Assign and Direct work on the crew consistent with the production needs and skills of the crew available.
- Assessing the skills and training needs of the crew at all times during their assignment to his team, from probationary employees to Level 1 operators.
- Providing oversight, direction, assessment, coaching and training where needed at all stations as production needs demand
- Fairly and accurately assessing the performance and skills of the crew at all times, and providing feedback as requested to the Team Leads or other supervisors or managers
- Assuring the safe and efficient operation of the plant and equipment available to him
- Ensuring the cleanliness and operating efficiency of the work stations and compliance by the crew with safety and operating protocols and policies
- Communicating production, performance, safety, operational or quality problems as they arise and anticipating same.
- Anticipating and troubleshooting production, performance, operational or safety issues as they arise, and communicating problems, concerns, and suggestions to the Team Leader or other member of management,
- Fully participating in the leadership briefings conducted by the Plant Manager
- Communicating to the crew the operational objectives and imperatives as requested and directed by Plant Management
- Answering the questions of the crew regarding those objectives and imperatives to ensure their understanding and compliance therewith
- Assisting the crew as required at any station or job assignment to ensure the safe, timely and customer compliant production of goods or products
- Conduct independent investigation of concerns regarding crew members, take corrective action based on their own observation, and if not resolved, report same to management for their own independent investigation
- NOTE: they will not be required to be parties to grievance, mediation and arbitration based on the above concerns, but may be called as witnesses to other events like any other employee.

## **Skills and abilities Required**

- Ability to do every job on the crew as required
- Ability to Responsibly Direct others in their work
- Ability to fairly and accurately assess the work of your crew, and make assignments accordingly
- 'Ability to read, write and communicate effectively with the crew to ensure safe and efficient operations
- Ability to motivate, assess needs and ability, coach and train members of the crew
- Ability to interact with management and provide timely and accurate feedback as requested about the work processes, needs and performance of the crew and equipment
- Must be able to anticipate and troubleshoot performance, safety, quality or production problems and provide feedback to management and staff to improve operations and performance based on those observations
- Ability to work rotating shifts if needed

## **LETTERS OF UNDERSTANDING**

### **1. Day of Mourning**

- (1) The Company agrees to recognize the 28<sup>th</sup> day of April as the Day of Mourning and, together with the Union, will publicise this on all Company notice boards.
- (2) The Company agrees to request that all their employees observe a minute of silence at the appropriate time. This will be announced over the public address system.

### **2. Business Slowdowns**

During periods of business slowdowns the company will not employ contractors in such a fashion that it will result in the lay off of Maintenance department employees.

### **3. Decertification**

It is agreed that the Company will not take a position on it's employees' right to decertify or not and as such will not post on the bulletin boards nor handout information on decertification, unless contacted directly by the Ministry of Labour.

### **4. Temporary Lead hand Pay for Maintenance**

"An acting maintenance lead hand will be paid at the lead hand rate for all the hours which he works in the period from when he assumes the lead hand role."

### **5. Definition – re discipline**

It is agreed that the definition of the phrase "shall not be relied upon" means that the acts which warranted discipline shall not be introduced at any future grievance or arbitration hearing once the time limits have expired as outlined in 12.04.

### **6. Substitute Lead hand Rate**

In order to be eligible for Leadhand rate on overtime, the employee must complete two full pay periods at Leadhand rate. The rate will commence retroactively from the beginning of the first full pay period the employee completed as a Leadhand.

### **7. Christmas Shutdown Make-up Day**

The Company and the Union agree that employees will not be required to work a make-up shift to compensate for the shift not worked during the Christmas shutdown.

### **8. Recall in middle of pay period**

When the Company recalls employees in the middle of the week, these employees will be paid for hours worked during that week and the salary plan will start on the Sunday which begins the new pay week.

**9. Benefits while on Union leave**

All benefits including – EI, CPP, EHT, WSIB, Vacation, STD, LTD, Life Insurance, Dental Plan, Extended Health Care Plan and the Pension Plan will continue to be in force when an employee is on leave as outlined in article 17.06. In recognition of this, the Union agrees to reimburse the Company all wages outlined in article 17.06 plus 25% of such wages to pay for benefit costs.

**10. Statutory Holiday shutdown**

The Company will schedule employees per article XXIV – Work Schedules/Hours of Work. Employees who do not work the shift as a result of the company shutting down will be paid for the holiday in lieu of their holiday pay

## LETTER OF UNDERSTANDING

The following letter of understanding is to cover the current structure of the maintenance "E" shift.

"E" shift employee requirements:

1. Multi skilled tradesman
2. Flexibility and physical fitness to cover night shifts on their scheduled work days as required (i.e., covers absences, vacations, training, etc.
3. Cover for Lead Hand absences as required
4. New Hires are automatically placed on the "E" shift during the 2<sup>nd</sup> 6 months period of their two-year progression, after which they will be placed on regular shift rotation , A,B,C or D shift
5. "E" shift Job Postings will be awarded based on the above criteria (1&2). If the above factors are met, seniority shall govern.
6. "E" Shift pay rates: Includes continuous shift premiums for all hours worked

Schedule:

1. Follows A-D or B-C rotation, but the employee works Tuesday, rather than Sunday during their 36 hours work week.
2. E shift employees must cover night shift absences if notice period is greater than 72 hours. Sunday overtime days or nights will be compulsory with 72 hours notice.
3. The "E" shift will be a straight days position

## LETTER OF UNDERSTANDING

“The parties agree to extend the prior side agreement attached hereto, which shall be reviewed, and extended or terminated, on an annual basis by mutual agreement the parties. It shall be amended as follows:

- 8 hour shift employees who do *not* work on their statutory holiday are entitled to count that 8 hours of statutory pay as time worked if overtime is either requested or required in the same week.

The 8 hour shift employees who do work on their statutory holiday are entitled to count only those 8 hours actually worked as time worked for purposes of overtime, since they already received four hours of overtime pay working on the statutory holiday.

- Furthermore, we are clarifying that it is the intention and agreement of the parties that the 12 hour shift employees who do not work on their statutory holiday are entitled to count the hours the statute requires to be paid as time worked for purposes of reaching overtime eligibility during their two week pay period, in order that if they accept overtime shifts outside their scheduled shift(s), that time will actually be on overtime as appropriate (over 80 hours) pursuant to the earlier side agreement.

The 12 hour shift employees who do work can continue to count their actual time worked for overtime purposes as per the prior agreement. This does not create an entitlement to any more overtime than that agreement, and should therefore be cost neutral to the company from its current policy(s).

Overtime pay itself shall not be counted as hours worked, only those hours *actually* worked, or *required* to be compensated by statute are covered by this policy.

The parties understand that for 8 hour shift employees, this benefit would be an additional benefit beyond the statutory requirement of the Company, and, the Parties will attempt to offset by *specific* savings the added expense of this benefit enhancement.

PTO time will not be counted as time worked for purposes of calculating scheduled (a/k/a “permanent”) overtime in the employee’s regular shift, but will be counted as overtime for shifts (or hours) accepted outside the employees scheduled shift(s). This is intended as an extension and clarification of the current voluntary overtime policy not an enhancement of it, and it should be cost neutral from current operations.

[PTO = Paid Time Off = a combination of the time we used to call “vacation + statutory holiday time + 60 hours of “personal” time, all now banked and called “PTO”]

## LETTER OF UNDERSTANDING

### SHIFT ALLOCATION DURING MAINTENANCE SHUTDOWN – Re 29.05

If there is extra work to be done in the plant during the shutdown, the following procedure will be followed:

At least three (3) weeks before the scheduled shutdown, a volunteer letter, indicating shifts available, will be handed out to each employee. The employees must return his request within five (5) calendar days indicating the selected shifts.

If an employee has not earned the necessary vacation to meet the obligations of the mandatory vacations, the necessary shifts will be made available to these employees, prior to assigning other employees who have made a request to work during the shutdown period.

Then, the most senior employees with the required skills, ability, qualifications and physical fitness to perform the required work, will fill each shift.

The shift schedule will be posted at least 2 weeks prior to the shutdown.

These shifts will be considered as regular shifts and be governed by the same attendance policy as a regular shift.

## **LETTER OF UNDERSTANDING**

### **TEMPORARY TRANSFERS AND ASSIGNMENTS**

- 1) Article 15.03 shall apply to all new jobs which are not presently performed by members of the bargaining unit.
- 2) For all temporary transfers and assignments between departments which are initially known to be greater than 14 calendar days in duration, the Company shall offer temporary transfer or assignment to the most senior employee on the corresponding crew in the originating department (excluding lead hands) who it determines has met the criteria under article 15.03 (i), (ii). If that person refuses the temporary transfer or assignment, then the Company may assign the temporary transfer or assignment to any other employee in the corresponding crew in the originating department.
- 3) If the Company does not fill the temporary transfer or assignment through the above process, then it may offer the temporary transfer or assignment to the most senior employee (excluding lead hands) in the originating department who it determines has met the criteria under article 15.03 (i), (ii). If that person refuses the temporary transfer or assignment then the Company may assign it to any other employee in the originating department.
- 4) The Company shall continue to be able to assign employees within the department.
- 5) A corresponding crew is the crew on the same schedule which the Company is attempting to fill, (e.g. A to A)
- 6) The originating department is the department which the Company has determined to transfer from.



## **LETTER OF UNDERSTANDING**

"The Company and the Union agree that the Met/Saw and Wagner/Saw are currently being operated by operators paid at the rate of \$19.06 per settlement of a grievance in June 2011.

In the event of a layoff effecting Extrusion, the Company will provide sufficient training to extrusion staff so that they can perform that work, consistent with bumping and temporary work assignment policies then in effect.

Operators bumping into these positions as a result of a lay-off shall retain their own rate of pay for a thirty (30) day period after which they shall receive the rate then in place for the Met Saw Operator job but not less than \$19.06).

If the lay-off ends and the original Met/Saw operators who had been bumped return, the operators who had bumped shall return to their original job at their original rate.

## LETTER OF UNDERSTANDING

“The Company and the Union agree that the plant's operations currently require the utilisation of some temporary workers. The role of temporary workers is to cover for absences in bargaining unit employees, whether by scheduled or unscheduled leaves or absences, temporary production needs and spikes in production or workload up to 90 days, or coverage of shifts where overtime has been offered to regular employees. There should not be more than 2 temporary employees on any crew, except in emergencies or exceptional circumstances, including weather emergencies, when full staffing is not available. The production assistant is intended as the entry level position in the plant, so the intent is that no more than 2 people on an extrusion crew are not Extrusion Operators.

Their primary duties will be to assist full time employees in packing or shipping product under supervision or direction of a supervisor, team lead, leadhand or Operator. They should not operate machinery other than such things as overhead cranes, and wood-batt saws, after proper training or licensure. They will not be assigned to production in the casting plant.

This allows the company to review the performance of the temporary employees and assess whether they may be suitable for employment. **All temporary workers will cease their employment with Signature Aluminum after 90 days of being employed.**

Whether they are contract or direct labor, the company will review their assessment with the union regularly and seek input of leadhands.

## LETTER OF UNDERSTANDING

It is agreed by the Parties that:

1. Article 4.01 (b) affords Management the right to regularly “evaluate the performance” of all of its employees.
2. Evaluations will not be made in an arbitrary, discriminatory or bad faith manner.
3. Employees will be afforded the opportunity to discuss their evaluation with their supervisor, and:
  - a) Where an employee disputes management’s evaluation of their performance they shall be afforded the assistance of Union representation in attempting to settle said dispute;
  - b) Where a resolution is not forthcoming then the relevant details of the dispute as perceived by the employee and union official shall be documented, signed by all parties and attached to the “evaluation “ as written by management;
  - c) Such evaluations shall be filed and maintained by the Company with copies going to both the employee and the Union official, and available for review by the employee or union in HR;
  - d) It is agreed by the Union that given the above procedure a grievance will not be filed at that time, but may be filed should the evaluation be considered as relevant in any future disciplinary hearing;
  - e) The Union shall be advised in advance should the Company decide to introduce an employee evaluation in a disciplinary hearing;
  - f) The company intends to use performance reviews in disciplinary hearings to mitigate the discipline which is being considered not to enhance it.

## LETTER OF AGREEMENT #1

- ( 1 ) The parties agree that the employees on the list attached as “Schedule A” shall be credited with their seniority from Alcan, Kingston Works for the purposes of determining seniority at Bon L Canada Inc., Pickering Plant.
- ( 2 ) The parties agree that the employees on the list attached as “Schedule B” shall be credited with their seniority from Alcan Plants excluding Kingston for the purposes of determining vacation entitlement at Bon L Canada Inc., Pickering Plant.
- ( 3 ) The parties agree that the employees on the list attached as “Schedule C” shall be deemed to have altered seniority dates for the purposes of calculation of vacation entitlement.
- ( 4 ) ( a ) The Company shall continue to deduct pension contributions from employees at the rate of 3.25% of Base Salary (effective October 1, 2001). The Company will match each employee’s contribution on a dollar for dollar basis.  
  
( b ) A Pension Committee will be maintained with management, staff employee and union representation. The mandate of the committee will be to review and make suggestions on the design and features of the plan. The Company will have final approval of the plan. The committee will monitor the funding and financial management of the plan on an ongoing basis.
- ( 5 ) Recognizing the legitimate concerns which the parties have regarding the scheduling and distribution of overtime, the parties agree that these issues shall be referred to the Labour-Management Relations Committee for consideration and the formulation of mutually agreeable solutions. It is not the intention of the Company to use required overtime as a replacement for continuous operation.

It is understood that this letter of understanding shall form part of the Collective Agreement.

## **SCHEDULE A**

Employees from Kingston Works whose former seniority dates will be used for the purposes of calculating Pickering Plants' seniority.

F. LaFrance	10.11.74
J. Mayell	05.30.79 *
P. Blakely	06.07.79 *
J. Smith	06.08.79 *
M. Hunter	07.07.81 *
J. Patterson	08.16.81
C. Sinclair	08.15.83
P. Vanderburgt	08.15.83
G. Nicholson	09.26.83

\* These dates have been further altered for the purposes of calculating vacations as set out in Schedule C.

## **SCHEDULE B**

Employees from non-Kingston Alcan plants whose former seniority dates will be used for the purposes of calculating Pickering Plants' vacation entitlement.

B. Welch	03.10.77
T. Taylor	04.04.82
T. Thompson	05.01.83 *
B. Stringer	01.11.88

\*These dates have been further altered as a result of Schedule C.

## **SCHEDULE C**

Employees on the following list shall be deemed to have altered seniority dates for the purposes of calculation of vacation entitlement.

J. Mayell	05.01.79
J. Smith	05.01.79
P. Blakely	05.01.79
M. Hunter	07.07.81
T. Thompson	05.01.83
B. Stringer	05.01.88
D. Cosman	05.01.89
P. Saturno	05.01.90
R. Bucknall	05.01.94

**LETTER OF AGREEMENT #2**

**PAID EDUCATION LEAVE FUND**

The Company agrees to make an annual payment of \$1,500.00 to be Paid Education Leave Fund during each year of the Collective Agreement.

Side Agreement:

1. Factors to be considered under Article 14.01 and 15.02 include: skill, ability, qualifications, physical fitness, requirements of the job to be filled, production needs of the plant or crew, and the employees' performance review. The union will be informed and consulted of any decisions that are not based strictly on seniority, and the reasons therefore. The union has the right to grieve that decision, and the underlying performance review at that time if it so chooses.
2. To clarify, the "Christmas" shutdown which often occurs at the end of the year will be staffed using seniority, consistent with 14.01 (b).
3. Effective one year from date of ratification, the shift premium will be paid to 8 hour variable shift workers as well as 12 hour shift workers.