



**UNIFOR**  
theUnion | lesyndicat

# **COLLECTIVE AGREEMENT**

**Between**

**ARMADA TOOLWORKS LTD.**

**And**

**UNIFOR AND ITS LOCAL 222**

**December 1, 2013 to November 30, 2016**

14315 (01)

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## **GENERAL PURPOSE**

It is mutually agreed that the purpose of this agreement is to promote cooperation and harmony between the Company, and its employees, and the Union, hereinafter referred to as ("the parties"), and to secure for all parties the full benefits of orderly collective bargaining; to recognize mutual objectives, to provide an amicable method for settling differences or grievances which may arise from time to time hereunder in the manner hereinafter set out, to promote efficiency and continuous improvements in the production of quality products.

The Company, and the Union, and the employees also recognize that they have a mutual interest in cooperation, which enables the safe, economical, effective and competitive operation of the plant.

## **ARTICLE 1 - RECOGNITION**

1.01 The company recognizes the Union as the exclusive bargaining agent with respect to wages, hours of work, and other working conditions for all employees of the Company in the Town of Lindsay, located in the City of Kawartha Lakes, Ontario, save and except supervisors, persons above the rank of supervisor, office, clerical, sales, engineering staff, and students employed for the summer vacation period.

1.02 Where the masculine pronoun is used herein it shall mean and include the feminine pronoun where the context applies.

1.03 The Company and the Union agree that the exercise of their functions will not be inconsistent with the terms of this agreement.

## **ARTICLE 2 - NO DISCRIMINATION OR HARASSMENT**

2.01 There shall be no discrimination, interference, restraint, or coercion by or on behalf of the Company regarding any employee because of membership in the Union. The Union, its members and/or agents shall not intimidate or coerce or attempt to intimidate any employee of the Company and shall not on Company time or premises conduct unknown activities except as herein expressly provided.

2.02 The Company, the Union, and the employees, shall not discriminate on any basis prohibited by the Ontario Human Rights Code, such as race, creed, colour, sex, sexual orientation, national origin, marital status, disability, etc. Both the Company and the Union are committed to providing a workplace free of discrimination and harassment. All employees are expected to treat all persons with courtesy and consideration and must not engage in discrimination or harassment because of a prohibited ground contrary to the Ontario Human Rights Code. This article of the

Collective Agreement shall be interpreted in accordance with the Ontario Human Rights Code.

2.03 The Company and the Union agree to observe the provisions of the Ontario Human Rights Code.

### **ARTICLE 3 - MANAGEMENT RIGHTS**

3.01 Subject only to the provisions of this Agreement, nothing shall be deemed to limit the management of the Company in the exercise of its function to manage, operate and continuously improve the business. Management of the Company and the direction of the work force, are vested solely and exclusively in the Company, and shall not in any way be abridged except by specific restriction as set forth in this Agreement.

3.02 The Company hereby retains the sole and exclusive control over:

- a) Any and all matters concerning the operation and management and administration of its business;
- b) The determination of the location, relocation or termination of any or all of its facilities, including without limitation, the determination of the services to be rendered at any or all such locations;
- c) The determination of whether services, or any other work, shall be subcontracted, purchased or leased;
- d) The direction of employees including, but not limited to the determination of the number of employees and job qualifications, the determination of quality and quantity standards and the required employee performances in all such job classifications to such standards, the assignment of work, the right to select, hire, lay-off, reclassify, upgrade, promote, transfer, dismiss, discipline and suspend for just cause.
- e) The creation, establishment, publication and enforcement of reasonable rules and regulations to be observed by employees including but not limited to regulations relating to confidentiality, conduct, dress, and protection of company property; and
- f) The establishment and enforcement of retirement policy, as may be amended from time to time, the right to create new job classifications and to establish rates therefore, the right to determine the hours of work and the starting and quitting time, the processes, methods and procedures to be employed, including technological change, the right to make and enforce

rules, including safety matters, and to perform all other functions inherent in the administration and control and/or direction of the business, except as expressly and specifically limited by the terms of this Agreement.

3.03 The foregoing enumeration of management rights shall not be deemed to exclude other rights of management not specifically set forth, the Company therefore retaining any rights not otherwise specifically covered by the Agreement, irrespective of whether the same have been hereto exercised.

3.04 The exercise of these functions of Management shall be consistent with the provisions of this Collective Agreement.

#### **ARTICLE 4 - NO STRIKES OR LOCKOUTS**

4.01 The Company and the Union agree to abide by the Ontario Labour Relations Act with respect to strikes and lockouts.

#### **ARTICLE 5 - UNION MEMBERSHIP AND DUES DEDUCTION**

5.01 All present employees, new hires and probationary employees, on the completion of their probationary period, shall as a condition of employment, become and remain members of the Union, for the term of this agreement.

5.02 Dues are defined for the purpose of this clause as the regular Union dues and Initiation fees as described by the constitution of the Union.

5.03 The Company will, upon completion of an authorization card, signed by an employee covered by this agreement, for the duration of this agreement, deduct each week, the regular weekly dues of such employees and remit monies to the Financial Secretary of the Local Union of the National Union Unifor by the tenth (10) of the month following the month in which the dues were deducted. The authorization card shall be completed prior to a new hire commencing work and the Union copy shall be forwarded to the Chairperson.

5.04 Paid vacation days and paid holidays will be considered as days worked.

5.05 (a) If an employee, because of absence from work due to compensable or non-compensable sickness or injury, or approved leave of absence, has no earnings during the week, dues deductions shall be deferred to their next pay period at which time arrears will be deducted.

(b) Initiation fees shall be taken off on the first pay period immediately after an employee has completed four weeks of his/her probationary period.

- (c) The Company agrees to supply the Unifor National Representative with a list of all employee's names, addresses, phone numbers and postal codes upon ratification of this agreement. The Company further agrees to provide to the Financial Secretary of the Local Union with a quarterly list of names, addresses, phone numbers and postal codes of all employees including new hires.
- (d) The Company agrees to include on an employee's T4 slip for income tax purposes, the total Union dues paid for the year excluding any initiation fees.
- (e) The Union agrees to indemnify and save the Company harmless against all claims or other forms of liability that might arise out of, or by reason of, deductions made or payments made in accordance with this article.

## **ARTICLE 6 - UNION REPRESENTATION**

The Company acknowledges the right of the Union to appoint or otherwise select:

### **6.01 Stewards: Two (2) per shift**

"Steward" - This is an employee union member chosen by the shop local to assist employees in the labour contract grievance procedure. Such steward at the time of their election or appointment must have been employees of the Company with seniority.

The Company agrees that stewards shall not suffer loss of pay for time spent in meeting with management in the handling of grievances during their normal hours of work, but does not include Arbitration.

The Company agrees to recognize one (1) alternate steward for each shift to be utilized only when both of the regular stewards are absent from work at the same time.

**6.02 Chairperson:** There shall be one (1) chairperson who will be assigned to the day shift and will head up the in-plant committee. The union chairperson or his/her designate shall be allowed up to a maximum of five (5) hours per week at no loss of wages, to conduct union business. The hours to be used to conduct union business must be mutually agreed upon by the union and the company in advance with as much notice as reasonably possible.

**6.03 In-plant Committee:** There shall be a three (3) person in-plant committee made up as follows:

- Two (2) committee persons plus the plant chairperson.

- This in-plant committee shall function as the grievance committee and the negotiations committee.
- Such committee members including the plant chairperson at the time of their election or appointment must have been employees of the Company with seniority.

"In-plant Committee"- The purpose of the in-plant committee shall be to meet with management, represent the employees in the handling of grievances and to negotiate renewals to this Agreement.

The Company agrees that members of the in-plant committee shall not suffer loss of pay for time spent in meeting with management, in the plant or at negotiations, or in the handling of grievances during their normal hours of work, but does not include Arbitration.

- 6.04 The Company will permit the Union to hold elections of Stewards and Health and Safety Committee representatives on the Company's premises. The location and times for voting will be determined by mutual agreement between the chairperson and the Human Resources Manager and will not interfere with the production process.
- 6.05 The Company will grant upon request of the President of the local Union, or his designate, permission for up to four (4) Union members in total, being not more than one (1) employee from the same department and classification and shift, to leave the plant on Union business at any one time, without pay. Further, such request is made in writing at least five (5) regular working days in advance to the Human Resources Manager or their designate. It is understood that such time spent will not interfere with the production process and in the event of an emergency situation resulting in less than the required notice; such permission will not be unreasonably denied. Such notice will specify the nature of the business and leaving and returning time of those granted such permission.
- 6.06 The Union shall furnish the Company with an update on current Union representatives.
- 6.07 The Company agrees to recognize and deal with a representative from Unifor, the National Union and or the President of the Local Union, as part of the negotiations committee and grievance committee.
- 6.08 The National Representative or the President of the Local may, by prior appointment, visit the Company's premises for the purpose of discussing or investigating any matter covered by this Agreement. It is understood that there

will be no interruption of work caused by such a visit. The Company agrees to not delay such visits unreasonably.

- 6.09 Union Office: The Company agrees to provide the Union with a locked filing cabinet in a locked cage and access to a computer with an email account and a long distance phone code to be used for Union business only and a private room with a telephone on an "as needed basis" for contact with Union and members.
- 6.10 Bulletin Boards: The Committee will have the use of two (2) bulletin boards, for posting of union notices. Such bulletin boards to be supplied by the Company. A union committee person and the Human Resources Manager or his/her designee shall before posting, sign such notices.

## **ARTICLE 7 - GRIEVANCE PROCEDURE**

- 7.01 The purpose of this Article is to establish a procedure for the settlement of all grievances. A grievance is defined as a question involving the application, interpretation, administration or alleged violation of any provision of this Agreement.

Research or preparation with respect to a grievance will be conducted outside of working hours. The processing of a grievance to management by the aggrieved employee and the appropriate union representative will be done during working hours but must not interfere with the regular conduct of business.

- 7.02 A grievance shall not be considered where the grievor or the Union become aware of the circumstances giving rise to the grievance, originated more than three (3) working days before the initiation of the grievance to Step 1 of the Grievance Procedure. For the purpose of this Agreement, paid holidays, Saturday and Sunday shall not be considered as working days.
- 7.03 With the exception of group or discharge grievances, as covered in this article, a grievance by an employee shall be processed in the following manner:

### **Step 1**

Oral Stage: The grievance shall be discussed with the employee's immediate supervisor within three (3) working days of the circumstances giving rise to the grievance, by the grievor or the Union. At the request of an employee, the employee may have the assistance of a steward at Step 1. The supervisor shall respond to the employee within three (3) working days.

### **Step 2**

Written Stage: Failing settlement of the grievance at Step 1, the Union may reduce the grievance to writing and submit it to the Department Manager within



five (5) working days from the date of the Supervisors reply at Step 1. At the subsequent Step 2 grievance meeting, the employee shall have the assistance of a steward. Such written grievance shall be signed by the Union and state the nature of the grievance on the appropriate grievance form. The Department Manager, or his/her designee, shall respond to the grievance in writing within five (5) working days from the receipt of the grievance.

### Step 3

**Final Review:** Failing settlement of the grievance at Step 2, the Union may submit the grievance to the Human Resources Manager within 5 working days of the response at Step 2. A Step 3 grievance meeting shall be conducted as soon as practicable. The Human Resources Manager or his/her designee shall respond in writing within (5) working days from the Step 3 grievance meeting. Company representatives and Union representatives who are not employees of the Company may be present at the grievance meeting if desired by either party.

- 7.04 Failing settlement of the grievance at Step3, the Union may submit the grievance to arbitration within ten (10) working days from the date of the Human Resources Manager's reply at step 3.
- 7.05 If the company fails to answer a properly submitted grievance within the specified time limits, the Union shall be entitled to submit the grievance to the next step of the grievance procedure or arbitration, as the case may be. Any grievance not carried to the next step within the time limits prescribed herein, or within such extensions as may have been agreed to in writing, shall automatically be settled on the basis of the last decision given by the company.
- 7.06 The Union may withdraw, without prejudice to any case, a grievance which has been referred to any step of the grievance procedure, and the Company may settle, without precedent or prejudice to any other case, a grievance which has been referred to any step of the grievance procedure.
- 7.07 The Union may file a group grievance when the matter grieved affects more than one employee: All group grievances shall be signed by the Plant Chairperson or his/her designee and submitted in writing. If the grievors all work in one department, then the grievance shall be filed at Step 2. If the grievors work in more than one department, the grievance shall be filed at Step 3.
- 7.08 Either party to this agreement may file a policy grievance within fifteen (15) working days of the occurrence of the event on which the grievance is based. A policy grievance is defined as a question by one of the parties to this Agreement involving the application, interpretation, administration or alleged violation of any provision of this Agreement, but excluding subject matter which can be presented as an individual grievance, and all discipline and discharge grievances.

- 7.09 A union policy grievance shall be filed at Step 3 of the grievance procedure. A Company policy grievance shall be filed with the Unifor Local 222 Office.
- 7.10 The responding party to the policy grievance shall give its written response within fifteen (15) working days from receipt of the grievance. Failing settlement of the grievance, the originator of the grievance may submit it to arbitration within thirty (30) days from the date of reply to the grievance.
- 7.11 A grievance alleging improper discharge or suspension of an employee may be lodged at Step 3 in writing through the Chairperson of the Committee to the Human Resources Manager within two (2) working days after the receipt of the discipline. If the decision is not satisfactory to the union, the matter may then proceed on the giving of the prescribed notice of appeal to an impartial arbitrator selected as herein provided.
- 7.12 The time allowance provided in this Article may be extended by mutual agreement between the parties in writing.

## **ARTICLE 8 - ARBITRATION**

- 8.01 Failing a satisfactory settlement in Step Three of the grievance procedure, it shall be the responsibility of the party desiring arbitration to so inform the other party, in writing, within ten (10) working days after the reply at Step Three.
- 8.02 The party desiring arbitration shall request the Minister of Labour of Ontario to appoint an arbitrator and shall provide the other party with a copy of such request.
- 8.03 The sole arbitrator will set a date for the hearing, within reasonable time delays, to permit both parties to present their case.
- 8.04 The Arbitrator shall not be authorized, nor shall the Arbitrator 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, except as provided for under the Ontario Labour Relations Act.
- 8.05 The decision of the Arbitrator shall be final and binding on the Parties.
- 8.06 Except where otherwise provided for in this Agreement, each of the Parties hereto will bear its own expense with respect to any arbitration proceedings. The Parties hereto will bear jointly the expenses of the Arbitrator on an equal basis.

8.07 The time allowance provided in this Article may be extended by mutual agreement between the parties, in writing.

## **ARTICLE 9 - DISCIPLINARY ACTION**

9.01 Subject to the provisions set out below, a claim by an employee, who has successfully completed his probationary period, that he has been discharged or disciplined without just cause may be the subject of a grievance and dealt with as provided for in the grievance and arbitration procedure herein.

9.02 The Company will notify the employee within Five (5) regular working days for all non-attendance issues of an alleged violation becoming known.

An employee, who has been dismissed without notice, shall have the right to meet with their steward, for up to (30) thirty minutes, before leaving the Company premises. This provision does not apply where it is necessary under the circumstances to require the immediate expulsion of the employee from the plant premises.

9.03 The employee will have a steward present when a meeting is held with the employee where the subject matter is intended to become part of the employee's formal disciplinary record. A Union Representative will be present during disciplinary proceedings that involve discharge and a Union Representative will attend at the place and time as notified by the management representative.

9.04 No disciplinary action shall remain against an employee's record for a period longer than eighteen (18) months.

9.05 A copy of all disciplinary notices shall be given to the Union and the affected employee with best effort by the Company.

## **ARTICLE 10 - SENIORITY**

10.01 A newly hired employee will be considered on probation for a period of sixty - (60) days worked. During an employee's probationary period, the employee may be disciplined or discharged on the sole discretion of and for any reason satisfactory to the company, provided such discipline or discharge is not for grounds contrary to the Ontario Human Rights Code (the "Code"). The parties agree this standard amounts to a lesser standard than just cause in accordance with the Labour Relations Act and that such action by the company is not subject to-grievance and arbitration procedures and does not constitute a difference between the parties unless the discharge was for reasons which constitute discrimination contrary to the Code. The union will be notified as to the reason for termination.

10.02 Following the ratification of this agreement, when two (2) or more employees start paid work on the same day and therefore have the same seniority date, seniority shall be determined by alphabetical order of the employee's last name. The status of their seniority shall not decrease or advance because of a name change.

10.03 The Company will post an up-to-date seniority list every six (6) months. Copies of the seniority list will be provided to the chairperson.

1 0.04 Seniority as referred to in this agreement, shall be plant wide and shall mean the employee's established unbroken length of continuous employment with the Company from the date of their last hiring by the Company. After the probationary period the employee's seniority shall date back to their most recent date of hire and their name will appear on the seniority list.

Seniority shall be exercised as per the terms of this agreement.

10.05 Loss of Seniority:

The seniority of an employee shall be broken and their employment is terminated for any one of the following reasons:

- (a) If they voluntarily quit;
- (b) If they are discharged and such discharge is not reversed through the grievance and/or arbitration procedures.
- (c) If they are laid off from the Company for a period of two (2) years or their length of seniority, whichever is the lesser.
- (d) If they fail to report to work when recalled from layoff within five (5) consecutive working days following notice to report by the company by registered mail, to their last known address, unless a reason satisfactory to the Company is furnished to the Human Resources Manager.
- (e) When an employee is absent from work for three (3) consecutive working days, excluding premium days, without a valid reason.
- (f) If they accept other employment while on leave of absence.
- (g) If they are absent from work due to illness or injury for a period of two (2) years or their length of seniority, whichever is the lesser.

## **ARTICLE 11 - TEMPORARY TRANSFERS AND TEMPORARY EMPLOYEES**

### **11.01 Temporary Transfers:**

1. A work assignment to another classification will be considered temporary when it does not exceed forty (40) regularly scheduled working days in a period of sixty (60) consecutive regularly scheduled working days. During this period, the provisions set out in the job posting procedure will not apply in the selection of an employee for such temporary transfer.
2. Any employee who is temporarily transferred to another job for which the regular rate is less than that which the employee is receiving, shall retain their former rate and, if such a transfer is to a job with a higher rate for more than four (4) hours, the employee shall be paid the 6 month rate.

### **11.02 Temporary Agency Employees:**

1. It is agreed that temporary agency employees shall not perform work that has been and/or would be customarily performed by the bargaining unit employees, to the extent that it results in the layoff of bargaining unit employees, or it prevents the recall of such employees, or it prevents the hiring of full time bargaining unit employees. The Company and the Union agree that temporary agency employees however, may be utilized by the Company for the purpose of filling vacancies created by the absence of an employee for any reason or additional / increased work requirements.
2. The Company and the Union agree that a temporary vacancy as defined above, which lasts longer than one (1) month, where possible, will be offered to be filled by seniority, to the employees within the classification and within the department where such temporary vacancy exists. This however shall not apply in the event that the number of temporary vacancies may be such that the use of the above procedure may have a negative impact on plant operations.
3. At the end of the temporary assignment, seniority employees will revert back to their previously held positions.
4. The Company and the Union agree that the Company may maintain as a base number, the equivalent of 30 full-time temporary employees per month without invoking a hiring ratio. The hiring ratio is based on a three- month rolling average commencing the month of May 2014.

Add the total number of equivalent temporary employees during the 3 month period; then divide that number by 3 and subtract 20; this number is multiplied by 20% to determine the number of employees to be hired if any.

The Company shall provide a list of temporary employees to the Chairperson once per month.

## **ARTICLE 12 - JOB POSTINGS**

12.01 If a permanent job vacancy or a new job is created, within a classification such opening will be posted on the plant bulletin board for a period of three (3) working days. During such time seniority employees may apply for such vacancy by completing a Job Posting Application form supplied by the Company. The posting will identify the following:

1. Department
2. Shift
3. Classification
4. Rate of Pay

12.02 An employee on vacation or on an approved leave of absence may have his/her name added to the job posting within the time limits by another employee provided such application is signed by a supervisor and a steward, and further provided that the employee is ready and available to commence work at the time the job is awarded.

12.03 Employees currently working in the classification posted may apply for a shift change through this procedure. Applicants will be considered in the following order:

1. Employees currently working in the classification, within the department requesting shift change
2. Employees currently working in the department where the vacancy has occurred.
3. All other employees in the plant.

12.04 Positions will be awarded based on the following criteria:

The most senior applicant provided he/she has a) the skill, ability and qualifications to meet the normal requirements of the work to be done, and b) provided he/she has no documented repeat work performance issues on his/her record in the previous nine (9) month period and c) has less than four (4) points on his/her progressive absenteeism record.

Employees who have been suspended from work for greater than two (2) days, for any reason, will not be considered for any posting position at or above Material Handler for a period of nine (9) months from the date of the suspension.

- 12.05 When awarded a position in an upward progression, through the job posting procedure, and the probationary period has been completed the employee shall receive either their own current rate of pay or, the 3 month rate of pay for the position awarded, whichever is higher. The employee shall then progress to the next rate for the new classification according to the schedule, in 3-month intervals. However, if the employee held the same job either by job posting or temporary transfer at the six (6) month rate within the previous six (6) months of this awarded posting, he/she shall immediately receive the six (6) month rate.
- 12.06 When awarded a position of equal or lower progression through the job posting procedure, and the probationary period has been completed the employee shall receive the month rate of pay for the position awarded and shall then progress to the next rate for the new classification according to the schedule in three (3) month intervals unless the employee held the same job either by job posting or temporary transfer at the six (6) month rate within the previous six (6) months of this awarded posting in which case he/she will immediately receive the six (6) month rate.
- 12.07 All job-posting awards are subject to a probationary period of up to twenty (20) regular working days, not inclusive of overtime. In the event the employee is found to be unsuitable for the position at any time during the probationary period he/she will be returned to their previous position. During the probationary period the employee has up to ten (10) regular working days, to elect to return their previous position. The next suitable candidate will be chosen from the original job posting. Employees will not be awarded more than two (2) positions as a result of a job posting within any twelve (12) month period.
- 12.08 Due to training and scheduling requirements, shift change awards may not be affected until after the probationary period.
- 12.09 Subject to training and scheduling requirements the applicant will be placed in their new position within ten (10) regularly scheduled working days of being awarded the job.
- 12.10 Should an employee decline a posting at the time of being awarded the position, this shall not be considered as an awarded posting for the purpose of this article.
- 12.11 The original vacancy and the first vacancy created by the posting will be posted. All other subsequent vacancies will be filled at management discretion.

## **ARTICLE 13 - LAYOFF AND RECALL**

13.01 In the event of a lay-off or staffing realignment, temporary agency employees and probationary employees shall be laid off first, provided that the remaining employees have the skill, ability and qualifications to meet the normal requirements of the remaining work to be done.

13.02 If further lay-offs are necessary then:

1. Employee(s) within the job classification of the affected department shall be laid off in reverse order of seniority.
2. Those displaced employee(s) from within the classification wishing to exercise their bumping rights shall first claim the job of a less senior employee in another department in a classification level of equal pay rate e.g. "material handler" displacing "driver".
3. If the displaced employee(s) is unable to displace an employee in their classification or a classification of equal pay rate on their shift in any department then such employee may displace the junior employee in a classification pay rate level below that which they held.
4. Employees not having seniority to stay on their shift or not wishing to bump to a lower rate may bump the most junior person in their department and classification on another shift providing they have the seniority.
5. Employees not having seniority to displace anyone in their department may displace the most junior employee in a classification of equal or lower rate in any department or shift providing they have seniority.

13.03 The above lay off procedure is subject to the following criteria:

1. That the employee(s) claiming such other job has the skill, ability and qualifications to meet the normal requirements of the work to be done without training. The displacing employee will be afforded a one (1) day familiarization period only.
2. In the event of a permanent layoff (no recall date), the displacing employee will be afforded one (1) day of training and a one (1) day familiarization period only for those positions above Associate 2.

13.04 Employees on lay-off will have their name recorded on a callback listing for an amount of time equal to their length of service up to a maximum of two (2)



consecutive years, whichever is the lesser, prior to lay-off. Employees will be recalled in reverse order of seniority provided they can immediately meet the requirements of the work to be done. In the event an employee declines a recall to the classification from which they held his/her name will be removed from the callback listing.

13.05 Temporary lay-offs, for up to six (6) regularly scheduled working days, for example, when a customer shuts down for a short period, or when there is a machinery breakdown, may be issued first from those employees volunteering to take the layoff, then by reverse seniority within the classification in the department and on the shift where such layoff exists.

#### **ARTICLE 14 - LEAVES OF ABSENCE**

14.01 Paid Education Leave: The Company agrees to pay into a special fund, two cents \$0.02 per hour for all compensated hours for the purpose of providing paid education leave. Such moneys shall be paid quarterly to the Union.

14.02 Bereavement Leave:

1. In the event of the death of a spouse/ partner, child or step-child, parent, brother, sister, grandparent, mother / father-in-law or grandchild, an employee covered by this Collective Agreement will be granted bereavement leave at his/her base rate inclusive of all premiums and shift differentials for a maximum of three (3) consecutive working days for the purpose of attending the funeral and conducting other associated activities.
2. An employee will be granted one (1) day of bereavement leave with pay for attending the funeral of his brother-in-law, sister-in-law, aunt or uncle.
3. An employee will be granted one (1) day compassionate bereavement leave without pay for attending the funeral of his son-in-law or daughter-in-law.
4. An employee will be granted one (1) day compassionate leave of absence with pay in the event they are unable to attend the actual funeral because of travel. Such leave of absence shall be for immediate family (spouse/ partner, parents, child, brother, sister, grandparents, and grandchild).

Should an employee require bereavement leave, they must notify their supervisor immediately. Employees will be requested to submit documentation confirming the death.

14.03 Leave Under The Employment Standards Act: Maternity, parental, compassionate, emergency etc. leaves of absences will be available to any

seniority employee who qualifies in accordance with the provisions outlined in the Employment Standards Act.

14.04 Criminal Activity: An employee charged with any offence will be considered as on leave of absence, only for the period of his/her trial.

14.05 Jury Duty Leave:

1. Any employee who receives a summons to jury duty must inform his/her supervisor as soon as possible. A copy of the original summons will be required. The company will grant the necessary time off to serve on jury duty.
2. The Company will make up the difference between the amount of money received per day by the employee and the normal wages for up to the eight (8) hours pay, which he/she would have been eligible for working that day. This shall apply to employees during the jury selection process or while serving as a jury member (including court duty or coroner's jury duty) or when appearing as a subpoenaed witness for the crown. An employee not required to be in attendance for any of the above shall report for work.

## **ARTICLE 15 - HOURS OF WORK**

15.01 This Article is intended to define the normal hours of work and shall not be construed as a guarantee of hours of work per day or per week, or of days of work per week.

15.02 The normal hours of work Monday through Friday are as follows:

- i) Day shift: 7:00 am until 3:30 pm
- ii) Afternoon shift: 3:30 pm until 12:00 am.
- iii) Midnight shift: 9:30 pm until 7:00 am Sunday night start-up  
12:00 am until 7:00am balance of workweek

15.03 The day, afternoon and mid-night shifts are steady shifts and shall be posted as such.

15.04 Day shift and Afternoon shift employees shall be allowed an uninterrupted thirty (30) minute unpaid lunch break, approximately midway through each shift.

15.05 Midnight shift employees shall be allowed a twenty (20) minute paid lunch break, approximately midway through the shift.

15.06 The Union agrees that the Company must respect its customers operations and therefore the above mentioned shift times and shift rotation may be modified to accommodate the customers' requirements. Prior to changing any shift starting times, the Union will be notified.

15.07 Rest Periods:

1. A ten (10) minute rest period shall be scheduled in the first half of the shift and a further ten (10) minute rest period shall be scheduled in the second half of the shift for the day shift and afternoon shift employees.
2. A twenty (20) minute rest period shall be scheduled for midnight shift employees. A twenty (20) minute and a ten (10) minute rest period shall be scheduled for midnight shift employees on Sunday night start-up shift only.
3. In addition to the above scheduled breaks, employees will also be permitted an additional two (2) minutes at the end of each ten (10) minute break for the purpose of returning to his/her work station/area.

**ARTICLE 16 – OVERTIME**

16.01 Overtime shall be initially voluntary. However, if there are insufficient volunteers, persons who normally perform the work may be required to work in the reverse order of seniority within the classification on the shift on which the overtime is required.

16.02 Bargaining unit employees who are willing and available and who have the skill and ability, and who have been trained to perform the identified work requirements will be offered the overtime opportunity prior to the selection of a temporary agency employee.

16.03 The company will make every reasonable effort to train existing employees by seniority within six (6) months on current jobs in the plant in order to assist in meeting the above requirements. Additional training time may be required when the number of newly created jobs exceeds thirty (30) employees within a six (6) month period. As required, a volunteer signup sheet will be posted in the plant for training opportunities for overtime purposes.

16.04 An employee who is scheduled to report for an overtime assignment that fails to report for such overtime, or reports late, or leaves early, without permission from the company, may be subject to disciplinary action as defined in the company attendance program.

- 16.05 The Company will endeavour to distribute overtime as equally as practical among eligible employees. The Company shall post an overtime list at the beginning of each shift and those employees who sign the list shall be given first opportunity to work. The Company will make their best effort to communicate to employees who are required to work on the weekend from the lists no later than end of the fourth (4<sup>th</sup>) regular scheduled day, unless breakdown or customer driven. The chairperson will be given copies of these posted lists upon request. Each department supervisor shall maintain records of overtime equalization. Every January the overtime worked will be reset to zero for the purposes of calculating overtime equalization.
- 16.06 All work performed in excess of 40 hours a week shall be paid at the rate of time and one-half (x 1) the normal regular hourly rate of pay. Employees assigned to the midnight shift shall be paid at the rate of time and one-half (x 1 ½ ) the normal regular hourly rate of pay for all work performed in excess of thirty seven and one half (37 ½ ) hours.
- 16.07 Double time will be paid for all time worked on Sunday except when it is part of the employee's normal Monday midnight shift.
- 16.08 Double time will be paid for all time worked on a paid Statutory Holiday in addition to holiday pay.
- 16.09 Pre-approved vacation days (8-hours) taken during a regular workweek will be counted towards the overtime threshold in the week that the vacation day(s) is being taken.
- 16.10 Granted leave of absences will not be counted towards the overtime threshold, and, forty (40) hours must be paid / worked before overtime applies. E.g. 1-day (8 hours) vacation time, 40 hours worked Paid @ 32 Regular hours, 8 overtime hours 1-day (8) hours leave of absence, 40 hours worked Paid @ 40 regular hours

## **ARTICLE 17 - REPORT IN PAY**

- 17.01 An employee who has not been notified in advance "not to report for work" and who reports for his/her scheduled shift, will be given at least three (3) hours work, and if no work is available, he/she will be paid for a minimum of three (3) hours, at his/her normal hourly rate.
- 17.02 This obligation on the Company will not prevail if no work is available because of power shortages or failure of power supply or for material shortage, shutdown of customer, fire, flood, explosions, acts of God, terrorism and or any other conditions beyond the control of the company.

## **ARTICLE 18 - CALL-IN PAY**

18.01 When an employee has left the premises, after completion of his/her normal shift and is called upon to return to the plant for emergency duties, the employee will be guaranteed a minimum of three (3) hours of work at their regular straight time hourly rate or paid for hours worked at time and a half whichever is greater.

## **ARTICLE 19 – APPENDICES**

19.01 The job classifications and hourly wages shall be as set forth in Schedule "A" attached hereto and forming a part of this agreement, and shall come into effect in the amounts and on the dates shown. They shall not be changed or deleted, nor shall the jobs themselves be altered or amended without consultation with the appropriate Union representative.

## **ARTICLE 20 – VACATIONS**

20.01 Employee's vacation is calculated on a twelve (12) month period commencing July 1<sup>st</sup> of each year through the end of June the following year.

20.02 All vacation time must be taken in the vacation year that it is due; there will be no carrying over of vacation from year to year. Vacation Entitlement is based on the following schedule:

Years of Continuous Employment	Annual Vacation Entitlement
Up to five years (5) years	two (2) weeks
Greater than five (5) years	three (3) weeks
Greater than ten (10) years	four (4) weeks

20.03 Vacation Pay:

Employees shall have the following options available to them for the payment of accrued vacation earnings:

1. To be received as two lump sum payments, the first paid out in the second week of December and the second paid out at the end of the vacation year and prior to any summer plant shutdown. Or
2. To be received in a single lump sum payment to be paid out at the end of the vacation year and prior to any summer plant shutdown.
3. To be received on the Thursday of the following week(s) of vacation provided:

- a) Approved week(s) of vacation are in one week(s) blocks Monday to Friday inclusive;
- b) Employees must give the Company two (2) weeks written notice in advance of the requested vacation week(s);
- c) If there is insufficient monies in the vacation accrual the balance will be exhausted;
- d) If two (2) weeks' notice is not provided vacation pay shall be paid as per 1 or 2 above.

An employee must notify the company in writing by no later than June 15<sup>th</sup> of his/her vacation payment choice. Vacation monies cannot be carried forward to the following vacation year. Vacation pay will be at the rate of 2% of earnings for each week of vacation entitlement.

#### 20.04 Vacation Scheduling:

1. Employees with vacation entitlement may be required to take their vacation during any plant shutdown. In the event production must continue through shutdown, vacation will be scheduled in order of length of service by department.
2. Employees wishing to schedule vacation time must request this in writing on a Personnel Action Request Form and forward to the Human Resources Department before May 15 of each year.
3. Competing requests for the same vacation time off within the same classification and shift will be resolved by seniority where the request is made before May 16th each year. Any requests received after this date will be approved on a first come first serve basis.
4. Should the Company require work to be done during a plant shutdown period, a notice will be posted to advise employees of such an opportunity to work. Employees including Skilled Trades will be allowed to volunteer for such work by signing up to do so. The Company will provide for the employees, at least one (1) weeks' notice when reasonably possible, of summer and/or Christmas shutdown work requirements.
5. The required number of employees will be selected, by classification in the first instance, to work according to their seniority from among those volunteering for such work. If there is a shortage of employees in a particular classification, the Company will attempt to fill such vacancies by the

remaining employees who volunteered, providing they have the skill, ability and qualifications to meet the requirements of the work to be done.

6. Should there still be a shortage of employees, after the above process is conducted, then the Company may require employees, by classification, to work during a plant shutdown period in reverse order of seniority.
7. Employees who do not have vacation entitlement may be required to work or be placed on temporary layoff for the duration of the shutdown.
8. The Company reserves the right for final approval of vacation scheduling with consideration for operations and staffing requirements.

#### 20.05 Vacation Leave Of Absence:

1. The parties agree that the Vacation Leave of Absence provision as provided herein shall expire on November 30, 2016 and shall therefore be removed from the Collective Agreement on that date.
2. The primary objective is to provide employees who are required by the company to use their full ten (10) vacation day's entitlement during a summer plant shutdown an unpaid leave of absence of up to five (5) consecutive working days. This vacation leave of absence applies to all non-management, hourly employees that meet the following criteria.
  - (a) Have only ten (10) days' vacation entitlement.
  - (b) Have one (1) year of service, as of June 30<sup>th</sup>
  - (c) Are required to use all ten (10) days entitled vacation time off during company scheduled summer shutdown.
  - (d) Have submitted their LOA on a Personnel Action Request (PAR) form to their supervisor before June 10<sup>th</sup> each year. Have accrued not more than two (2) points on the attendance point system (as it applies to discipline) at the time the LOA is requested and no more than three (3) points at the day the LOA begins.
  - (e) Has not been suspended from work for any reason in the nine (9) months prior to the request and prior to the day the LOA starts.
3. In a vacation year that the company schedules and employees are required to use their full ten (10) days of vacation entitlement during this scheduled summer shutdown period, employees may submit a one-time LOA request to

take up to five (5) consecutive workdays off at another time. Employees requesting such leave of absence must meet the criteria listed in the scope above.

4. Vacation Leave of Absences will be granted and scheduled by the company as follows:
  - (a) Employees who work during a scheduled summer shutdown period and employees entitled to more than ten (10) vacation days that have prescheduled their vacation time off shall have precedence over a request for a vacation leave of absence.
  - (b) Should an employee who is entitled to only ten (10) days' vacation be recalled to work for less than 5 days during a scheduled shutdown period he/she will be still be allowed to apply for an unpaid vacation leave of absence for the missing days to make up a full week in addition to taking their remaining unused vacation.
  - (c) No more than one (1) vacation LOA will be granted per shift during the same week for departments with greater than fifty - (50) employees.
  - (d) No more than one (1) vacation LOA will be granted per department during the same week for departments with less than fifty - (50) employees.
  - (e) No vacation LOA's will be granted during the months of June and December because of production requirements.
  - (f) In weeks and shifts where the company can reasonably accommodate (i.e. without scheduling overtime) more than 1 person per shift per department on vacation LOA the company will do so.
5. Competing requests for the same vacation time-off within the same classification and shift will be resolved by seniority where the request is made before June 10 each vacation year. Any requests received after this date will be approved on a first come first serve basis.
6. An employee who wishes to cancel a granted LOA must give at least five (5) scheduled working days prior to the commencement of the leave in order to submit another LOA application.



## **ARTICLE 21 – HOLIDAYS**

21.01 During the life of this collective agreement, the Company agrees to observe the following holidays:

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

21.02 All seniority employees on the payroll as of the date of such holiday will be paid eight (8) hours for each holiday as provided hereinafter, subject to the following conditions. An otherwise eligible employee shall forfeit his/her holiday pay if:

21.03 They are absent from work on the full scheduled shift prior to or the full scheduled shift following the holiday, unless he/she is excused in writing by the Company. For the purposes of the clause, full scheduled shift shall mean that scheduled for the plant.

21.04 Two (2) Float Days will be applied between Christmas and New Years. Straight time will be paid for all time worked on a Float Day in addition to the pay for the Float Day.

## **ARTICLE 22 - GENERAL PAY ROLL**

22.01 Employees shall be paid by direct deposit weekly on Thursday, unless extenuating circumstances would prevent the Company from doing so.

All pay shortage to an employee of four (4) hours or greater through no fault of the employee shall be paid to the employee within forty-eight (48) hours of notification to the Company. Pay shortages of less than four (4) hours will be included on the employee's next pay.

The Company agrees to pay for the printing of the Collective Agreements.

## **ARTICLE 23 - HEALTH AND SAFETY**

23.01 The Company, the Union and the employees will make every effort to comply in a timely manner with all applicable legislation pertaining to the Health and Safety of the employees at the Company.

23.02 The Union and the Company agree to actively promote measures to assure the Health and Safety of all employees.

23.03 The Joint Health and Safety Committee (JHSC) will have a total of three (3) members, elected or appointed, representing the Union, and up to three (3) members representing management.

One (1) non-bargaining unit member and one (1) bargaining unit member of the Joint Health and Safety Committee shall be certified Health and Safety Representatives. During all absences, both parties will recognize a substitute member as designated. An employee may refuse to work or do particular work where he or she has reason to believe that such work is likely to endanger himself, herself or another employee. The employee shall promptly report the circumstance of the refusal to his supervisor, who shall forthwith investigate the report in the presence of a health and safety representative or committee member who represents employees.

23.04 Safety Shoes - Company paid to the maximum of \$160.00 effective December 1, 2013. Employee(s) are eligible for replacement safety shoes one (1) calendar year following the date of their original safety shoe purchase.

23.05 Prescription Safety Glasses program will remain as is.

## **ARTICLE 24 — BARGAINING UNIT WORK/NON BARGAINING UNIT WORK**

24.01 Employees outside the bargaining unit shall not perform work performed by the bargaining unit employees except in cases such as, emergencies, trouble shooting, instructing/training employees, experimental or sample work, trying out new methods, materials, processes, equipment or where work has been previously and historically done by non-bargaining unit members on a regular or ad hoc basis. The above exceptions shall not be used to displace or replace any employee. The above shall not apply to Temporary Agency Employees, terms and conditions of which are governed by Article 11 and related sections of the collective agreement.

**ARTICLE 25 - DURATION**

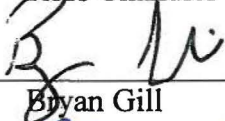
This agreement shall become effective on December 1, 2013 and shall remain in full force and effect until midnight November 30, 2016 and, unless either party notified the other in writing within the period of ninety (90) days immediately prior to its expiration date that a revision or continuance is desired, it shall expire.

Signed this 3RD day of APRIL 2014 at Lindsay, Ontario.

For the Company



Ross Chandler



Bryan Gill



Richard Hammill




Lee Coville

For the Union



Ron Clarke



Kim Archer



Patricia Forwell



Chuck New

Ron Svajlenko

## **APPENDIX "A" - JOB CLASSIFICATIONS AND WAGE RATES**

This Appendix "A" forms a part of this Collective Agreement, made between Armada Toolworks Ltd., and Unifor and its Local 222, dated this December 1, 2013.

<b>Classification</b>	<b>Rate Progression</b>	<b>Effective December 1, 2013</b>	
	Starting Rate	3 month Wage Level	6 Month Wage Level
Work Associate Level I	\$13.44	\$13.98	\$14.71
Work Associate Level II	\$13.85	\$14.38	\$15.12
Salvage	\$14.26	\$14.98	\$15.73
Diecast Machine Operator	\$14.72	\$15.30	\$15.99
Material Handler	\$15.28	\$15.98	\$16.76
Driver	\$15.28	\$15.98	\$16.76
Assembly Material Handler & Set-Up	\$15.88	\$16.53	\$17.27
Quality Inspector	\$16.38	\$16.98	\$17.78
Shipper/Receiver	\$15.88	\$16.78	\$18.29
Junior Process Tech A	\$16.38	\$16.98	\$17.78
B			\$18.53
C			\$19.38
Senior Plastic Process Tech	Range		\$22.76 to \$25.43
Diecast Set-Up	\$17.02	\$17.73	\$18.50
Diecast Process Tech	Range		\$20.26 to \$23.93
Senior Diecast Process Tech Range	Range		\$25.51 to \$28.01

<b>MAINTENANCE</b>			
Licensed Tradesperson	Range		\$25.20 to \$29.16
Non-Licensed Tradesperson	Range		\$23.51 to \$25.20
<b>TOOL ROOM</b>			
Mould Repair	Range		\$27.51 to \$30.08
Tool & Die	Range		\$26.51 to \$28.55
CNC Operator	Range		\$22.51 to \$24.55
Preventative Maintenance	Range		\$22.51 to \$23.95
Shift Premium:			
Afternoons	.65		
Midnights	.70		
Lead Hand Premium	1.00		

<b>Classification</b>	<b>Rate Progression</b>	<b>Effective December 1, 2014</b>	
	Starting Rate	3 month Wage Level	6 Month Wage Level
Work Associate Level I	\$13.74	\$14.28	\$15.01
Work Associate Level II	\$14.15	\$14.68	\$15.42
Salvage	\$14.56	\$15.28	\$16.03
Diecast Machine Operator	\$15.02	\$15.60	\$16.29
Material Handler	\$15.58	\$16.28	\$17.06
Driver	\$15.58	\$16.28	\$17.06
Assembly Material Handler & Set-Up	\$16.18	\$16.83	\$17.57
Quality Inspector	\$16.68	\$17.28	\$18.08
Shipper/Receiver	\$16.18	\$17.08	\$18.59
Junior Process Tech A	\$16.68	\$17.28	\$18.08
B			\$18.83
C			\$19.68
Senior Plastic Process Tech	Range		\$23.06 to \$25.73
Diecast Set-Up	\$17.32	\$18.03	\$18.80
Diecast Process Tech	Range		\$20.56 to \$24.23
Senior Diecast Process Tech Range	Range		\$25.81 to \$28.31
<b>MAINTENANCE</b>			
Licensed Tradesperson	Range		\$25.50 to \$29.46
Non-Licensed Tradesperson	Range		\$23.81 to \$25.50

<b>TOOL ROOM</b>			
Mould Repair	Range		\$27.81 to \$30.38
Tool & Die	Range		\$26.81 to \$28.85
CNC Operator	Range		\$22.81 to \$24.85
Preventative Maintenance	Range		\$22.81 to \$24.25
Shift Premium:			
Afternoons	.65		
Midnights	.70		
Lead Hand Premium	1.00		

<b>Classification</b>	<b>Rate Progression</b>	<b>Effective December 1, 2015</b>	
	Starting Rate	3 month Wage Level	6 Month Wage Level
Work Associate Level I	\$14.09	\$14.63	\$15.36
Work Associate Level II	\$14.50	\$15.03	\$15.77
Salvage	\$14.91	\$15.63	\$16.38
Diecast Machine Operator	\$15.37	\$15.95	\$16.64
Material Handler	\$15.93	\$16.63	\$17.41
Driver	\$15.93	\$16.63	\$17.41
Assembly Material Handler & Set-Up	\$16.53	\$17.18	\$17.92
Quality Inspector	\$17.03	\$17.63	\$18.43
Shipper/Receiver	\$16.53	\$17.43	\$18.94
Junior Process Tech A	\$17.03	\$17.63	\$18.43
B			\$19.18
C			\$20.03
Senior Plastic Process Tech	Range		\$23.41 to \$26.08
Diecast Set-Up	\$17.67	\$18.38	\$19.15
Diecast Process Tech	Range		\$20.91 to \$24.58
Senior Diecast Process Tech Range	Range		\$26.16 to \$28.66
<b>MAINTENANCE</b>			
Licensed Tradesperson	Range		\$25.85 to \$29.81
Non-Licensed Tradesperson	Range		\$24.16 to \$25.85



<b>TOOL ROOM</b>			
Mould Repair	Range		\$28.16 to \$30.73
Tool & Die	Range		\$27.16 to \$29.20
CNC Operator	Range		\$23.16 to \$25.20
Preventative Maintenance	Range		\$23.16 to \$24.60
Shift Premium:			
Afternoons	.65		
Midnights	.70		
Lead Hand Premium	1.00		

## **APPENDIX "B" – SUMMARY OF BENEFIT COVERAGE**

### **EXTENDED HEALTH CARE COVERAGE:**

#### Covered Percentage

Hospital room and board	100% for Semi Private Accommodation
Prescription Drug Card	80% for acute and maintenance drugs. Employee pays pharmacy of choice 20%.
All other Eligible Charges Deductible	100%
Hospital room and board	Nil
Prescription Drugs	Dispensing Fee greater than \$7.00 per prescription
All other Eligible Charges	Nil
Termination	At age 71 or earlier retirement, or if you are absent from work due to illness or injury for a period of two (2) years or their length of seniority, whichever is the lesser.
Benefits Include	Maximum Amount Payable (Per Covered Person)
Hospital room and board in Canada	Semi-private, 30 day maximum per stay
Convalescent or Rehabilitation Hospital	\$20 per day up to a maximum of 120 days Room and board in Canada for any one period of confinement
Drugs legally requiring a Physician's	\$5,000 per year prescription (generic substitution)
Paramedical Services	
Chiropractor	\$500 in a calendar year

Naturopath	\$500 in a calendar year
Osteopath	\$500 in a calendar year
Podiatrist/Chiropracist	\$500 in a calendar year
Psychologist	\$500 in a calendar year
Speech Therapist	\$500 in a calendar year
Massage Therapist	\$500 in a calendar year - physician referral required
Physiotherapist	\$500 in a calendar year
Acupuncturist	\$500 in a calendar year
Social Worker	\$500 in a calendar year
Private duty nursing in the home	\$10,000 in any continuous period of 12 months
Orthopedic Shoes	\$300 in a calendar year
Hearing aids	\$500 every 5 years
Vision care	Eye examinations, including refractions, where allowed by provincial legislation -Once every 24 months (12 months for dependent children)  \$200 every 24 months for eyeglass frames and lenses or contact lenses and dispensing fees

**DENTAL CARE COVERAGE:**

BASIC SERVICES are shown in the List of Dental Services

Covered Percentage

Basic Services 80%

Deductible Nil

Fee Guide	Fee Guide for General Practitioners or any Specialist's Fee Guide approved by the dental association, in the province where the service is rendered, using the guide in effect on the date the service is rendered, minus one year. Roll over of the current Dental fee guide. The Company will remain one year behind.
Maximum	\$1,900 per Covered Person in a calendar year.
Survivor Benefit	24 Months
Dental Recall Frequency	6 Months

**EMPLOYEE LIFE INSURANCE:**

Benefit

One (1) times your annual earnings, rounded to the next \$1,000 if not already a multiple thereof.

Definition of Earnings

Annual earnings mean your regular earnings from your employer excluding commissions, bonuses, dividends, and overtime earnings.

Maximum Benefit

\$100,000

Non-Evidence Limit of Insurability

\$100,000

Reduction

Reduces by 50% at age 65

Termination

The earlier of your retirement or age 70

Accelerated Death Benefit

50% of your Life Insurance Benefit

LawCALL Assist Benefit

Unlimited

**OPTIONAL LIFE INSURANCE:**

## Benefit

You: Units of \$10,000 to a maximum of \$200,000

Spouse: Units of \$10,000 to a maximum of \$200,000

Non-Evidence Limit of Insurability is zero; therefore all amounts of Optional Life Insurance are subject to medical underwriting approval by AIG Life.

## Termination

You - age 70

Spouse - on 70th birthday

Child(ren) - on 21st birthday or on 25th birthday if an unmarried full-time student.

## **ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE:**

### Death Benefit

One (1) times your annual earnings, rounded to the next \$1,000 if not already a multiple thereof.

### Definition of Earnings

Annual earnings mean your regular earnings from your employer excluding commissions, bonuses, dividends, and overtime earnings.

### Maximum Benefit

\$100,000

### Reduction

Reduces by 50% at age 65

### Termination

The earlier of your retirement or age 70

For schedule of losses and other specific benefits, please see chapter no. 5.0 "Employee Accidental Death & Dismemberment".

Life, AD&D, Optional Life, Extended Health Care, Dental Care, and Drug Plan Coverage are administered by:

Sun Life Financial

Address: 50 Westmount Road North Waterloo, ON N2J 4C5

Toll Free: 1-800-361-6212

## Retirement Savings Plan

Your regular contributions, by payroll deduction, are an amount equal to 1% or 2% of your annual earnings.

Armada Toolworks will contribute on your behalf, an amount equal to your regular contributions. The employer contribution will be made once a year as a lump sum payment, on or about January 31st.

## **APPENDIX "C" - SKILLED TRADES**

### **SECTION 1:**

The purpose of this Appendix is to define trades and classifications, wage rates, seniority provisions and all other matters dealing with Skilled Trades work covered by this agreement.

The provisions of the general Agreement shall apply to employees in the recognized trades and classifications listed below, except as altered by the provisions of this Appendix "C".

The term Journeymen/Journeywoman as used in this Agreement shall mean any person Who presently holds a Journeymen's/Journeywoman's classification in a skilled trade occupation;

Who has served a bona-fide apprenticeship (4 years - 8,000 hours) and holds a certificate which substantiates their claim of service;

Who has eight (8) years of acceptable practical experience in the Skilled Trades classification in which he/she claims Journeyman/Journeywoman designation and can provide satisfactory evidence of same. A Unifor Journeyman's/Journeywoman's Card will be accepted as proof;

Who holds an Ontario License Certificate of Qualification issued by the Ministry of Colleges and Universities provided they qualify under (b) and (c) above;

Prior to an employee's starting date, the company shall present to the Union documented proof of the respective trade that the new employee is applying for.

Future employees entering a trade's classification shall have date of entry seniority in the Skilled Trades as listed in Appendix "A".

The Company and the Union agree to review the feasibility of instituting an apprenticeship program during the life of the collective agreement.

### **SECTION 2:**

#### **UNIFOR SKILLED TRADES COUNCIL DUES:**

The Company agrees to deduct Canadian Skilled Trades Council dues as may be adopted by the Canadian Skilled Trades Council.

First deduction to be made from the employees from the first pay received after completion of the probation period. Future deductions to be made in January of succeeding years, or upon completion of one (1) month's work in that calendar year.

### **SECTION 3:**

In the event the Company provides for an apprenticeship during the life of this agreement, the Company will provide to the Union a copy of the Contract of Apprenticeship between any such apprentice at Armada Toolworks and the Ministry of Training, Colleges and Universities Workplace Training Branch.

The Company and the Union will jointly monitor this apprenticeship program for any above noted apprentice.

### **SECTION 4:**

The Company acknowledges the right of the Union to appoint or otherwise select a steward who will represent the Skilled Trades employees.

"Steward" - This is an employee union member chosen by the skilled trades employees to assist the skilled trade's employees in the labour contract grievance procedure. The Skilled Trades steward will participate in future negotiations for the renewal of the Skilled Trades Section only of the Collective Agreement. Such steward at the time of their election or appointment must be an employee of the Company with seniority.

Research or preparation with respect to any grievance will be conducted outside of working hours.

The Company agrees that the Skilled Trades steward shall not suffer loss of pay for time spent in meeting with management in the handling of grievances, and for time spent in meeting with management for the renewal of the Skilled Trades Section only of the collective agreement, during their normal hours of work, but does not include Arbitration.

### **SECTION 5:**

The company agrees to purchase for employees any replacement tools which are necessary and required for the performance of work at Armada Toolworks, subject to management approval. Specialty tools will be purchased by the company for use by employees when deemed necessary by management.

### **SECTION 6:**



The Company agrees to provide shop coats or coveralls for the skilled trades employees.

**SECTION 7:**

The Company agrees to pay test costs for two (2) unlicensed employees who have or continue to perform trades work in the plant. This is a one-time opportunity for a maximum cost of \$200.00.

## **APPENDIX "D" - LETTERS OF INTENT**

This Appendix "D" referred to in Article 19 and forming part of this agreement, made between Armada Toolworks Ltd., and Unifor and its Local 222, dated this December 1, 2010.

### **No.1 - Transferring of Salary employees into the Bargaining Unit:**

It is the intent of the Company for the duration of this agreement, not to transfer any existing or future hired, salaried employee into the bargaining unit.

### **No.2 - Attendance:**

The Company and the Union agree that attendance is an important component for the effective operation of day-to-day activities and, the parties further agree that absences or lateness puts an unfair workload on other employees and may result in late delivery to our customers. It is essential that employee's be at work during their scheduled hours and if they cannot, that they inform their supervisor in advance of any absence. In the event of absences the employee is required to call in and inform the company before the start of their scheduled shift. The employee is to call the main phone number 705-328-9599, enter extension 300 and leave a message. This message must include their name, department, clock number & reason for absence. The employee must call in to work each day that they are absent from work unless they are on an extended sick leave. If the employee is incapacitated due to an accident and cannot speak, a family member may leave this information. This must be confirmed in writing by the doctor that they were unable to do so.

### **No.3 - Medical Notes:**

During negotiations, the Company and the Union had comprehensive discussions regarding medical notes for Emergency Day Leaves as defined under the Employment Standards Act.2000 including the requirement of medical notes when Emergency Day Leaves have been exhausted. It is the Company's intent to require an employee to provide medical notes as follows:

#### **During the Employment Standards Act - qualifying Emergency Day period:**

For absences due to illness or injury, in excess of 3 consecutive working days, employees will not be allowed to return to work without a medical note which states that they are fit to return to regular duties on that date. However, if the Company deems a pattern of absenteeism has been established, the Company may require reasonable evidence (medical note) to substantiate the complete period of absence.

**After the Employment Standards Act - Emergency Day entitlement is exhausted:** When Emergency Day entitlement is exhausted and the employee is absent from work for a period greater than three (3) consecutive working days, due to medical reasons, the employee is required to bring in a doctor's note at the start of his/her shift on the day

of their return. This note must state the days that the employee was unable to work due to medical reasons, and the date that the employee is fit to return to regular duties. Doctor's notes saying only "was seen in my office" or "is under my care" or "may return to work on such day" are not sufficient. An employee will not be allowed to work until such time that a note acceptable to the Company is produced. All doctors' notes will be retained in the employee's personnel file.

#### **No.4 - Emergency Contact:**

For Emergencies requiring contact with an employee during business hours press '0' for the receptionist. Relay the nature and urgency of the call, the name of the worker & the department he/she works in. In the event of emergencies after hours, a shift supervisor carries a phone and can relay emergency messages to employees who are on shift. The phone number is: 705-344-0421. All employees will be issued a card with the emergency telephone number and an explanation of the process to be used by a person making a call to the phone to advise an Armada Toolworks' employee of a serious emergency that requires the immediate attention of the employee. An emergency is defined as a situation external to the plant that requires the immediate response and/or action of the employee being called. i.e.: The employee's house is on fire or is experiencing a major flood; an immediate family member has been involved in a serious accident and/or is being rushed to a hospital; notification of the death of an immediate family member as defined in the bereavement section. Although every effort will be made, this clause does not provide any form of guarantee of employee contact nor shall the company assume any liability in the event that an employee is not contacted in these circumstances while the employee is at work.

#### **No.5 - Workplace Harassment:**

Harassment is defined as any "course of vexatious comment or conduct that is known or ought reasonably be known to be unwelcome", that denies individual dignity and respect on the basis of grounds such as: gender, disability, race, colour, sexual orientation or other grounds prohibited by applicable human rights laws. At Armada Toolworks Ltd., all employees are expected to treat others with courtesy and consideration and to discourage harassment.

The workplace is defined as all company facilities and premises.

Workplace harassment includes, but is not limited to the following examples:

- Unwelcome remarks, jokes, innuendoes or taunting about another's body, attire, gender, disability, racial or ethnic background, sexual orientation etc., which cause awkwardness or embarrassment.
- Displaying or distributing visuals of a sexual, racial or otherwise offensive nature such as pornographic pictures, posters, cartoons, graffiti or simulation of body parts.

- Leering (suggestive staring) or other gestures.
- Unnecessary physical contact such as touching, patting or pinching.
- Unwanted sexual solicitation, physical contact or advances particularly made with implied reprisals, if rejected.
- Refusing to work or share facilities with another employee because of the other's gender, disability, sexual orientation, racial, religious or ethnic background.
- Backlash or retaliation for the lodging of a complaint or participation in an investigation.

### Obligations of employees

Employees are obligated to bring any complaint of harassment to the attention of the Human Rights representative for the Company and the Union as soon as possible. If the Company/Union is not made aware of any issues of harassment, they may be unable to address such issues.

### What harassment is not

Properly discharged supervisory responsibilities including but not limited to, instruction to employees, direction to employees, disciplinary action, or conduct that does not interfere with a climate of understanding and respect for the dignity and work of Armada Toolworks Ltd. employees are not considered harassment.

### Complaint and Investigation Procedure

If an employee believes that he/she has been harassed and/or discriminated against on the basis of a prohibited ground of discrimination the employee may bring the incident forming the basis of the complaint to the attention of his/her supervisor and/or Union representative. In minor cases, not involving repeat incidents, the Company and union agree that the Union may try to resolve a harassment or discrimination complaint between bargaining unit employees informally using the Unifor Internal Procedure without a full investigation when so requested by the bargaining unit complainant. The outcome of this attempted resolution will be communicated to the Company.

If the employee's supervisor and/or Union representative cannot, to the satisfaction of the employee, deal with the complaint, the employee may submit his/her complaint in writing to the Joint Committee.

The parties will designate independent representatives from the Company and the Union and the Company. Most investigations will be conducted outside of working hours and off company premises. The Company agrees to provide and pay Unifor training for three (3) days for two (2) Management and two (2) Union representatives. Where the complainant is a woman and the complaint involves sexual harassment or gender discrimination, the joint investigation committee will include at least one woman. These representatives must be appropriately trained regarding harassment and discrimination issues.

The Joint Committee will conduct an investigation of the complaint. The joint investigation will include interviews of the complainant, and employee or supervisor accused in the complaint, witnesses and other persons named in the complaint. Any Union member interviewed by the Joint Committee may, if he/she so wishes, have Union representation present during the interview.

It is the intention of the Union and the Company that, where practical, the joint investigation will begin within five (5) working days of the lodging of the written complaint and shall be completed within fifteen (15) calendar days after the lodging of the written complaint.

In conducting the joint investigation, both the Union and the Company shall, to the extent practicable, maintain confidentiality. Records of the investigation, including interviews, evidence and any recommendations made by the Joint Committee will be securely maintained in the Human Resources office of the Company.

Upon the completion of the joint investigation, the Joint Committee will complete a written report of its findings and recommendations and submit a copy of the completed report to the Human Resources Manager and the plant chairperson. If the members of the Joint Committee do not agree, the report may reflect differences in the findings.

The Human Resources Manager will review the findings of the joint committee and may discuss findings with the joint committee in the presence of the plant chairperson. The Human Resources Manager will then deem what action is appropriate based upon the findings of the joint committee, subject to the collective agreement.

In the event the complaint remains unresolved and a violation of the collective agreement is alleged the matter may be considered as a grievance beginning at step 3 of the grievance procedure.

Nothing, in this article, prevents an individual employee complaining of harassment or discrimination from filing a complaint under the Code.

**No.6 - Lockout System:**

During the course of negotiations the Company and the Union discussed machinery lockout. The company will install a "lock-out system" on machinery and equipment in conformity with the Ministry of Labour. A lock-out training program shall be jointly developed and delivered within six months of the signing of this agreement.

Any moving machine which is in an unsafe or hazardous condition, shall be "red tagged" until it is made safe.

**No.7 - Job Postings:**

During the negotiations, the Union tabled concern over the Company relying on an employee's documented repeat work performance criteria, which is a part of the assessment used when awarding a job posting, in that, the Union would be unable to verify the accuracy of the employees record.

It is the Company's intent not to take the above noted work performance criteria into account when assessing applicants for job postings, if such documented repeat work performance issues occurred within nine (9) months prior to the ratification of the agreement.

**No. 8 - Plant Closure:**

The company will notify the Union in writing, in as far advance as is reasonably possible, of a contemplated total shutdown of operations. The company will subsequently meet with the Union Negotiating Committee to discuss the closure.

**No. 9 ESA - Emergency Leave Days:**

The company agrees that absences due to bereavement, as covered under the provisions of Article 14, and absences for which an employee receives lost time benefits from WSIB will not count towards an employee's emergency leave days as defined in the Employment Standards Act.

**No. 10 - Women's Advocate:**

During the negotiations the parties discussed at great length the issues surrounding the position of a Women's Advocate in the workplace.

Both parties agree that the union may appoint or elect a person to liaise on issues that primarily affect women but that all discussions and liaison work shall take place outside of the work hours of all the parties involved.

This position will not form part of the collective agreement or be part of the union representation structure or provisions within the collective agreement.

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