

**2009 - 2013**  
**COLLECTIVE AGREEMENT**  
**BETWEEN**  
**UNIVERSAL HANDLING EQUIPMENT COMPANY LIMITED**  
**AND**  
**UNITED STEEL, PAPER AND FORESTRY, RUBBER,**  
**MANUFACTURING, ENERGY, ALLIED INDUSTRIAL**  
**AND SERVICE WORKERS INTERNATIONAL UNION**



2009 - 2013  
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BETWEEN  
UNIVERSAL HANDLING EQUIPMENT COMPANY LIMITED  
AND  
UNITED STEELWORKERS

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THIS AGREEMENT ENTERED INTO AS OF THE 14TH DAY OF NOVEMBER 2009

BETWEEN :

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

OF THE FIRST PART

- and -

UNITED STEELWORKERS  
hereinafter referred to as the "Union"

OF THE SECOND PART

ARTICLE I - PURPOSE

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

ARTICLE II - RECOGNITION

- 2.01 The Company recognizes the Union as the sole and exclusive bargaining agent for all of its employees at Hamilton, Ontario, save and except sub-foremen, persons above the rank of sub-foremen, office and sales staff, and persons regularly employed for not more than twenty-four (24) hours per week as certified by the Ontario Labour Relations Board.
- 2.02 Should the Company, during the term of this agreement, close its Hamilton plant and move such operation to another location within a radius of twenty five (25) kilometres from its existing plant, the terms and conditions of this agreement shall apply to such plant.
- 2.03 The Company agrees that its sub-foreman and those above that rank will not perform work normally done by its employees except for:
- (a) instruction or training;
  - (b) in the performance of work during emergencies or in peak periods, or for the purpose of investigation, experimentation, development and/or obtaining information when production or equipment difficulties are encountered;

- (c) when regular employees are absent, have been excused, or are not otherwise available or able to be contacted by the Company.

### ARTICLE III - RELATIONSHIP

- 3.01 (a) The Company and the Union agree that there will be no discrimination interference, restraint or coercion exercised or practised by the Company or the Union, or by any of their representatives, with respect to membership or non-membership in the Union. The Union agrees that no Union member will conduct union activities on the premises of the Company except as specifically permitted by this agreement.
- (b) The Company agrees not to display the names of employees who are receiving weekly indemnity.

### ARTICLE IV - MANAGEMENT RIGHTS

- 4.01 Except as, and to the extent specifically modified by this agreement, all rights and prerogatives which the Company had prior to the execution of this agreement are retained by the Company and remain exclusively and without limitation within the rights of the Company and its management. Without limiting the generality of the foregoing, the Company's rights shall include:
  - (a) the right: to maintain order, discipline and efficiency; to make, alter and enforce, from time to time, rules and regulations, policies and practices, to be observed by its employees; to discipline and discharge employees for proper cause. In the event the Union disputes the reasonableness of such rules and regulations, the Union shall have the right to file a policy grievance in respect hereof pursuant to the provisions of Article 7.15 of this agreement. Such grievance shall specify the rule or rules being disputed and the grounds upon which such rule or rules is being disputed.
  - (b) the right: to select, hire and control the working force and employees; to transfer, assign, promote, demote, classify, lay-off, recall, suspend, and retire employees; to plan, direct and control plant operations; to select and retain employees for positions excluded from the bargaining unit and to transfer employees into the bargaining unit.
  - (c) the right: to determine the location and extent of its operations and their commencement, expansion, curtailment, or discontinuance; the direction of the working forces; the products to be manufactured; the standards of production; the subcontracting of work; the schedules of work and of production, the number of shifts; the methods, processes and means of performing work; job content and requirements; quality and quantity standards; the qualifications of employees; the use of improved methods, machinery and equipment; whether there shall be overtime work and who shall perform such work; the number of employees needed by the Company at any time and how many shall operate or work on any job, operation, machine or production line; the number of hours to be worked; starting and quitting time. And generally the right to manage the enterprise and its business without interference are solely and exclusively the right of the Company.

## ARTICLE V - CHECKOFF OF UNION DUES

- 5.01 The Company shall deduct Union dues including, where applicable, initiation fees and assessments, on a weekly basis, from the total earnings of each employee covered by this agreement. The amount of dues shall be calculated in accordance with the Union's Constitution.
- 5.02 All dues, initiation fees and assessments shall be remitted to the Union forthwith and in any event no later than 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 International Union to the Company along with a completed Dues Remittance Form R-115. A copy of the Dues Remittance Form R-115 will also be sent to the Union office designated by the Area Coordinator.
- 5.03 The remittance and the R-115 form shall be accompanied by a statement containing the following information:
- (a) A list of the names of all employees from whom dues were deducted and the amount of dues deducted;
  - (b) A list of the names of all employees from whom no deductions have been made and reasons;
  - (c) This information shall be sent to both Union Addresses identified in article 5.02 in such form as shall be directed by the Union to the Company.
- 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 REPRESENTATION

- 6.01 The Union may designate and the Company will recognize a suitable number of stewards, such number not to exceed four (4), however in the event that the active work force exceeds one hundred and fifty (150) unionized employees, then a fifth steward will be recognized. The Grievance Committee shall be comprised of three (3) Union members : the President, the Chief Steward and the Steward involved in the grievance. No one shall be eligible to serve as a steward or member of the grievance committee unless he is an active full-time employee of the Company and has at least one (1) year's seniority. The term "active employee" as used in this Article VI shall mean an employee who is regularly at work and is not absent due to lay-off, suspension or discharge pending grievance or arbitration, leave of absence, extended sickness or disability.
- 6.02 The Union will inform the Company in writing of the identity of all stewards and grievance committee members and the Company shall not be obliged to recognize such personnel until it has been so informed.

The Company will inform the union in writing of the names of its' representatives, and/or

alternates, who are members on any committee identified in the agreement.

- 6.03 For the purpose of this agreement the Plant Grievance Committee and the stewards together with the officers of the Local Union shall be deemed to be officials of the Local Union. The parties hereto agree that Union officials and Local Union officials occupy positions of leadership and responsibility to see that this agreement is faithfully carried out.
- 6.04 No Union official shall leave his work to administer this agreement without requesting and obtaining the permission of his foreman, and such permission will not be unreasonably withheld.
- 6.05 The company agrees that prior to the commencement of work for every new employee, or group of employees, the Local Union President, or his designate, shall be allowed fifteen minutes to participate in the joint orientation process.
- 6.06 The company agrees to recognize one Union Steward in Plant 5.

#### ARTICLE VII - GRIEVANCE PROCEDURE

- 7.01 The grievance procedures herein provided for are among the most important matters in the successful administration of this agreement. The Company and the Union therefore agree that the designated grievance procedure as hereinafter set forth shall serve as and constitute the sole and exclusive means to be utilized by the grievor for the prompt disposition, decision and final settlement of a grievance arising in respect of the interpretation or alleged violation of this agreement, and specifically designated grievance procedure shall be strictly followed. Wherever the term "grievance procedure" is used in this agreement it shall be considered as including the arbitration procedure.
- 7.02 "Grievance" shall mean a complaint or claim concerning improper discipline or discharge, or a dispute with reference to the interpretation or alleged violation of this agreement.
- 7.03 (a) The Company shall be under no obligation to consider or process any grievance unless such grievance has been presented to the Company in writing at Step 2 of the grievance procedure within nine (9) days from the time the circumstances upon which the grievance is based were known or should have been known by the grievor. However, if the Company does consider or process a grievance which has been presented late, the Company shall not be estopped or precluded at any stage of the grievance procedure from taking the position that the grievance is late and not arbitrable.
- (b) The Company agrees that in the event an employee is to be disciplined, then any letters confirming the discipline will be issued at the discipline meeting.
- 7.04 All time limits referred to in the grievance procedures herein contained shall be deemed to mean "working days."

7.05 An employee grievance shall be processed as follows:

STEP NO. 1

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

STEP NO. 2

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

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

STEP NO. 3

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

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

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

The recipient of the notice shall within five (5) days advise the other party, in writing, if it accepts any of the suggested arbitrators, or it shall suggest alternate arbitrators.

If the parties are unable to agree on an arbitrator, then either party may apply to the Minister of Labour for an appointee.

7.06 The arbitrator shall hear and determine the matter and shall issue a decision which shall be final and binding upon the parties and upon any employee affected by it.

- 7.07 (a) An arbitrator shall not be authorized to make any decision inconsistent with the provisions of this agreement or to alter, modify or amend any part of this agreement, nor to modify disciplinary action, nor to adjudicate any matter not specifically assigned to it by the notice to arbitrate specified in Step 3 of Article 7.05 hereof.
- (b) If a grievor satisfies the arbitrator that there was not just cause for his discharge, the arbitrator, subject to Article 7.16(a) hereof, has jurisdiction to modify the discharge.
- 7.08 Each party hereto shall bear its own costs of and incidental to any such arbitration proceedings. The fees and charges of the arbitrator shall be borne equally by the two parties hereto.
- 7.09 The time limits and other procedural requirements set out in this Article VII are mandatory and not merely directory, and no matter may be submitted to arbitration which has not properly been carried through all specified previous steps of the grievance procedure within the times specified. The provisions of this clause shall not be considered to have been waived by the parties or either of them unless they expressly provide a waiver thereof in writing, signed by both parties.
- 7.10 A grievance which has been disposed of pursuant to the grievance provisions of this agreement shall not again be made the subject matter of a grievance.
- 7.11 The requirements of this Article VII are mandatory and not merely directory, therefore failure to put a grievance in writing at Step 2 in accordance with the requirements thereof shall be deemed a complete waiver and abandonment of the grievance by the grievor also, any grievance not appealed from one step of the grievance procedure to the next within the specified time limit shall be considered settled on the basis of the last reply.
- 7.12 A decision or settlement reached at any stage of the grievance procedure shall be final and binding upon all parties hereto, including the complaining employee, and shall not be subject to reopening by any party except by agreement in writing. If the grievance is settled at Step 2 of the grievance procedure both the Company Management and the Union representatives who pass on the same as provided herein, shall sign the settlement as endorsed upon the written grievance, so that no question or argument may arise as to what the settlement was.
- 7.13 Whenever the Company requests a Union representative who is an employee of the Company to leave his work and confer upon Union matters, such employee shall be reimbursed by the Company for the time so spent during his scheduled working hours. The Company will endeavour to schedule such meetings so that the union representative does not have to work past the end of his scheduled shift.
- 7.14 When an employee's grievance is settled by the parties or determined by an arbitrator on the basis that the employee is entitled to be reimbursed for wages lost as a result of action on the part of the Company in violation of this agreement, such reimbursement shall be retroactive to the date of the occurrence, for such hours as the employee would have worked for the Company if the violation had not occurred, but there shall be subtracted there from any monies the employee received during such period including Employment Insurance payments. If the employee is required by the Employment Insurance Commission to reimburse the Commission for monies received during such period, the Company will



reimburse the employee to the extent of the number of weeks for which the arbitrator award the employee compensation. Also to be subtracted from the employee's reimbursement, is any money the employee could reasonably have received if he had attempted to mitigate his damages by applying for Employment Insurance and qualifying therefor, and which he failed to do. Any employee will not be reimbursed for any time which he would have lost in the course of events other than as result of the Company's aggrieved-of conduct.

7.15 Union Policy Grievance or Company Grievance

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

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

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

7.16 Discharge Cases

- (a) A claim by a seniority employee that he has been discharged without proper cause shall be treated as a grievance and shall commence at Step 2 of Article 7.05 provided a written grievance signed by the employee and his Union representative is presented to the Plant Management within three (3) days after the discharge. The International Representative of the Union will be permitted to attend the meeting held pursuant thereto, with the Plant Management. The Union will not question the discharge of any probationary employee nor shall such discharge be the subject of a grievance.
- (b) Should the parties agree or should the grievor satisfy the arbitrator that a seniority employee has been discharged without proper cause, such employee shall be reinstated as an employee without loss of seniority and shall be compensated in accordance with the provisions of Article 7.14 hereof.

ARTICLE VIII - NO STRIKES OR LOCKOUTS

- 8.01 The Union undertakes and agrees that while this agreement is in operation neither the Union nor any employee shall take part in or call or encourage any strike, picketing, sit-down, slowdown or any suspension of or stoppage of or interference with work or production which shall in any way affect the operations of the Company, nor shall there be any sympathy strikes or secondary boycotts, and the Company agrees that it will not engage in any lockout

during the term of this agreement.

- 8.02 Any employee who participates in any of the foregoing conduct shall be subject to discipline up to and including discharge.
- 8.03 In the event of the Union or employees participating in activity prohibited by Article 8.01 hereof, all seniority rights under this agreement shall be suspended until such activity has ended.

#### ARTICLE IX - SENIORITY

- 9.01 Seniority is defined for the purpose of this agreement as the length of continuous service of any employee of the Company, computed from the date four (4) months prior to the date such employee actually attained seniority by completing his probationary period in the manner set forth in Article 9.02 hereof, and shall apply, plant-wide, only to the extent specifically provided in this agreement.
- 9.02 An employee having less than eighty (80) working days of continuous service shall be considered a probationary employee and will have no seniority rights, but when such rights are acquired (subject to Article 9.01 hereof), seniority will be regarded as having started from the date four (4) months immediately prior to acquiring such seniority. The Union will not question the lay-off or dismissal of any probationary employee, nor shall such lay-off or dismissal be the subject of a grievance.
- 9.03 A non-bargaining unit employee who is transferred to a position within the bargaining unit, shall accumulate seniority only from the date of his commencement of work within the bargaining unit.
- 9.04 In all cases of filling permanent job vacancies (except those in respect of positions excluded from the bargaining unit) and in all cases of decrease or increase of the working force, the following factors shall be considered:
- (a) length of continuous service
  - (b) experience, efficiency, ability and qualifications
  - (c) physical fitness and reliability.

Where the qualifications in factors (b) and (c) are relatively equal in the judgement of the Company, factor (a) shall govern; provided, however, that management shall not exercise its judgement in an arbitrary manner.

9.05 Loss of Seniority

An employee shall lose all seniority and service rights if:

- (a) he quits his employment
- (b) he is discharged for proper cause

- (c) he is laid off for a period in excess of twenty four (24) months in the case of an employee with less than five (5) years service, and thirty (30) months for an employee with five (5) or more years. Any employee who has less than twenty four (24) months seniority shall lose all seniority rights if he is laid off for a period up to his length of service.
- (d) a person on lay-off fails to return to work within seven (7) working days after the Company mails notice of recall by registered mail to the employee.

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

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

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

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

9.07 (a) A Joint Workplace Safety and Insurance Board/ Accommodation Committee will be established, made up of two [2] members selected by the Union and two [2] members selected from the Company. The duties of the Committee will be to facilitate the accommodation of employees with disabilities. The Union will notify the Company of the names of those on the Committee.

(b) The WSIB/Accommodation Committee will be notified and a member will be permitted to attend meetings with representatives of the WSIB and the Company regarding modified work assessment programs for employees.

(c) Time spent by a member of the WSIB/ Accommodation Committee shall be deemed to be

work time, for which they shall be paid at their regular rate or premium rate, as may apply, provided such permission was previously granted, while attending meetings referred to in [b].

- (d) An employee's reinstatement after sick leave or injury will be conditional on his supplying, when requested, a certificate from a physician that he is capable of performing the work to which he will be assigned. Therefore, an employee who does not have any restrictions will be assigned to his previous job while an employee with restrictions will be assigned to modified work.

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

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

9.09 (a) The Company agrees to advertise permanent job vacancies for three (3) days. During the three (3) days the Company may temporarily fill the job as it deems proper. Thereafter the Company will consider applications, if any, and will fill the vacancy in accordance with the provisions of this agreement. The Local Union President will be given a copy of the job posting vacancy and will be advised of the name of the successful candidate.

- (b) Service Job Classification

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

9.10 When qualified employees are available from the regular work force, the Company will give preference of the choice of shifts to employees with the greatest seniority. The Company maintains the right to assign new employees (for a period not to exceed four (4) months) to any shift for the purpose of training.

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

#### ARTICLE X - TEMPORARY TRANSFERS

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

- (a) If the transfer is for the convenience of the Company and if the rate of pay in the classification to which he is transferred is less than the employee's regular rate of pay, he shall receive his regular rate of pay.

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

10.02 Temporary transfers will be for a period not in excess of thirty (30) calendar days. The Union will not unreasonably withhold an extension beyond the 30 calendar days. If the Company anticipates that a temporary vacancy will exceed 30 calendar days, then it shall be posted pursuant to article 9.04.

#### ARTICLE XI - BEREAVEMENT

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

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

#### ARTICLE XII - JURY DUTY

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

- (a) the employee shall have given ten (10) days notice to the Company that he has been summoned for jury duty;

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

### ARTICLE XIII - LEAVE OF ABSENCE

- 13.01 Leave of absence shall mean an absence from work requested by an employee in writing and consented to by the Company. Leave granted shall be in writing covering a specified period of time. Leave of absence shall be permissive only and shall be without pay or any other form of compensation, and the employee shall not work in any other position during such leave of absence unless agreed to by the Company in writing.
- 13.02 The Company may grant leave of absence to any employee for legitimate personal reasons, but any leave of absence granted by the Company to such employee shall be limited to sixty (60) days.
- An extension for further periods can be applied for.
- 13.03 If an employee is unable to report for work at the expiry of his leave of absence, he shall, unless it is impossible to do so, notify the Plant Manager before the start of his next shift.
- 13.04 Any delegates of the local Union not exceeding three (3) in number at any one time, elected or appointed by the Union for the transaction of Union business shall be granted leave of absence without pay and without loss of seniority for a reasonable time not to exceed thirty (30) working days each in any one calendar year. In any event the total number of days of leave of absence granted in any one calendar year for all such employees shall in the aggregate and including all occasions, not exceed a total of sixty (60) working days. The Union agrees to notify the Company in writing at least seven (7) days prior to the request for such leave of absence.
- 13.05 If an employee overstays his leave of absence, he is presumed to have severed employment with the Company unless he can give an explanation satisfactory to the Company for his inability to return to work on the expiry day of his leave of absence.
- 13.06 Any leave of absence will be in writing and no such leave of absence will affect any employee's seniority rights when used for the purpose granted provided he returns to work at the expiration of his leave. Copy of leave to be given to the Union.
- 13.07 Any employee who is unable to attend for his regularly scheduled shift must phone in 30 minutes prior to the start of shift and report that he is unable to be at work or will be late and to provide an explanation for his absence. Failure to do so will result in discipline.

#### ARTICLE XIV - SAFETY AND HEALTH

- 14.01 (a) The Company shall continue its practice of making reasonable provision for the safety and health of its employees during the hours of their Employment. The Union agrees to co-operate with the Management concerning the health and safety of employees.
- (b) One member of management and the Union certified Health and Safety Representative will investigate each accident requiring the services of a medical doctor and will report within five (5) days of the accident to the Committee. All critical injuries shall be investigated by the entire Joint Health and Safety Committee.
- (c) The Company will provide the Union with a copy of each lost time accidental injury report or investigation report when applicable.
- 14.02 The Company and Union agree to establish and recognize a Safety Committee in accordance with the following. The Company shall appoint two representatives to the Safety Committee and the Union shall appoint two seniority employees of the Company to be the Union's representatives upon the Safety Committee. In addition to discussing matters of safety, it shall also be the duty of the members of the Safety Committee to support the Company in obtaining compliance with safety rules and regulations. The Safety Committee shall make a monthly inspection of the plant in connection with its foregoing duties. The Safety Committee shall meet on the third Monday of each month subject to the Committee's confirmation, and the meeting dates shall be posted in six (6) month schedules, twice a year. The Union certified representative shall be allowed to be involved in monthly Plant 5 tours.

#### ARTICLE XV - PAY ON DAY OF INJURY

- 15.01 (a) A seniority employee who is injured during working hours while properly performing his duties of employment and who is sent home from work by the Company or by a physician shall be paid for the time lost on the day he was injured at his regular straight time hourly rate exclusive of premiums for the unexpired portion of his scheduled work day.
- 15.01 (b) The Company agrees to abide by the requirements of the Workplace Safety and Insurance Board and agrees not to unduly delay the filing of the necessary reports.

#### ARTICLE XVI - NOTICES

- 16.01 The Company agrees to post in its plant, Union notices announcing Union meetings or social events, subject to the following conditions:
- (a) such notices shall first require the approval of the Plant Manager prior to posting
- (b) no change shall be made in any such notice, either by the Company or by the Union, after it has received the approval of the Plant Manager

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

#### ARTICLE XVII - COPIES OF AGREEMENT

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

#### ARTICLE XVIII - HOURS OF WORK AND OVERTIME

18.01 It is hereby expressly understood and agreed that the provisions of this Article XVIII are for the purpose of computing overtime and shall not be construed to be a guarantee of or limitation upon the hours of work to be done per day or per week or otherwise, nor as a guarantee of working schedules.

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

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

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

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

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

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



- 18.06 In no case will there be a duplication or pyramiding of daily and weekly overtime or any other premium compensation. No employee who has worked overtime in a week will be required to take time off during such week if the sole reason for such time off is to avoid paying overtime.
- 18.07 There will be a ten minute relief period during each half shift.
- 18.08 The Company will give notice of overtime as far in advance as is practical.
- 18.09 When overtime is scheduled by the Company the Company will endeavour as far as practicable to equitably allocate such overtime work among qualified employees who presently and normally perform the major or dominant portion of such work, however, the Company's operations will not be interfered with. Employees who are absent from work for any reason will be considered not available for the allocation of overtime and shall not be entitled to be called in. It is not the intention of the parties to this agreement that the Company shall be held to an obligation of equal allocation of overtime but is only intended to be a general rule for the guidance of the Company in allocating overtime. An employee who is justifiably aggrieved as a result of the Company's failure to follow this general rule shall not be entitled to money payment for overtime which has not been allocated to him in the past but shall be entitled to be allocated future overtime to restore him to a relatively equitable position with those other qualified employees who presently and normally perform the operation upon which the aggrieved employee is involved.
- 18.10 In the event of a shortage of work the Company will lay off employees in the following manner before deciding whether or not to exercise its prerogative to reduce the normally scheduled hours of work as a result of such work shortage: firstly,
- (i) part time employees and students, then
  - (ii) probationary employees, then
  - (iii) seniority employees with one (1) year's service or less (in accordance with Article 9.04 hereof)
- Nothing contained in this Article 18.10 shall be interpreted to apply in any situation other than one involving a work shortage.
- 18.11 The day shift will start at 6:45 a.m. and end at 3:15 p.m. The afternoon shift will start 3:30 p.m. and end at midnight. A paid ten-minute break shall be taken in the middle of the first half and in the middle of the second half of the shift. An unpaid lunch break of thirty minutes shall be taken in the middle of the shift. It is expressly understood that the Company may request a change in the scheduling of the hours of work and approval of justifiable changes will not be unreasonably withheld by the Union.

18.12 The Union recognizes the Company must be kept in a strong competitive market position, and that the regular attendance of all of its employees is important to remain productive and to maintain a safe work environment. The union agrees to support the Company in the administration and application of its 5 stage Attendance Policy. The Company agrees that the application of the Attendance Policy will be subject to the Employment Standards Act (ESA).

#### ARTICLE XIX - SHIFT PREMIUM

19.01 A shift premium of fifty cents (\$.50) per hour will be paid for hours worked during the second scheduled shift and a shift premium of sixty cents (\$.60) per hour will be paid for hours worked during the third scheduled shift. The foregoing shift premiums will be paid only to employees who are actually regularly scheduled to work such shifts and the premium shall not be paid to employees whose work on the first shift continues into the second shift, nor will the premium be paid to employees on the second shift whose work continues into the third shift.

#### ARTICLE XX - REPORTING ALLOWANCE

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

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

#### ARTICLE XXI - DESIGNATED HOLIDAYS

21.01 (a) An employee who has completed forty (40) days service will be paid for each of the holidays listed hereinafter a sum equivalent to his regular hourly rate for the number of straight time hours in the normal work day, providing he complies with the qualifications hereinafter set forth. The designated holidays are:

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

- 21.02 (a) In order to qualify for payment for any of the holidays designated in this Article 21.01, the employee must work half (4 hours) of the scheduled shift on the day immediately prior to and half (4 hours) of the scheduled shift on the day immediately following the holiday, unless the employee is absent for proven illness on either the day before or the day after the holiday, but not both.
- (b) The Company will be responsible for the employee's wages on a statutory holiday if the employee returns to work from illness or injury the day following a statutory holiday with medical clearance.
- 21.03 Notwithstanding the foregoing provisions of this Article 21.03, where a regularly scheduled shift starts on the night preceding the designated holiday and finishes on the holiday, or starts on the night of the designated holiday, such hours of the shift as are worked on the holiday will not be paid for at premium rates but shall be paid for at the employee's regular straight time hourly rate.

#### ARTICLE XXII - VACATIONS WITH PAY

- 22.01 Seniority employees shall be entitled to an annual vacation in accordance with the following schedule on the basis of seniority at June 30th each year:
- one (1) year of seniority as at June 30th - 2 weeks
  - five (5) years or more of seniority as at June 30th - 3 weeks
  - ten (10) years of seniority as at June 30th - 4 weeks
  - eighteen (18) years of seniority or more as at June 30th - 5 weeks
  - twenty-seven (27) years of seniority or more as at June 30th - 6 weeks
- The Company shall pay any outstanding vacation pay by the last Friday in July.
- 22.02 (a) Pay for the vacation to which the employee is entitled will be (2%) of wages earned in the vacation year for each week of vacation entitlement. The vacation year is from July 1<sup>st</sup> to the following June 30<sup>th</sup>. Wages earned, as used in this article, shall not include vacation pay and shall include holiday pay and overtime earnings.
- (b) The Company agrees to pay one (1) weeks pay for each week of vacation entitlement that is taken as vacation on the Friday prior to the commencement of that vacation, providing the Company is notified in writing two (2) weeks in advance.
- 22.03 During the months of June, July, August and September, the Company will permit up to the lesser of twelve percent (12%) of the employees in the bargaining unit or 14 employees to be absent from work due to vacation at any given time. During this time, vacation shall be granted in blocks of two weeks with the senior employees having first choice if they apply in writing prior to February 28 in any given year. It is agreed and understood that during this summer vacation period, up to a maximum of 5 employees shall be allowed to take up to all of their weeks of vacation entitlement together. An employee who elects to schedule their vacation in this manner will not be able to again request that they be allowed to schedule a vacation of greater than two weeks in this time period until 3 years have elapsed, unless scheduling requirements allow.

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

22.05 It is agreed and understood that the company is not required to grant vacation time to an employee, even if they qualify based on seniority, if it will impact the ability of the company to continue to operate efficiently during the vacation period. The company agrees to not unreasonably deny vacation requests and to approve the vacation request of the seniority employee within a job classification.

#### ARTICLE XXIII - WELFARE

23.01 The Company agrees to pay eighty percent (80%), and the employee will pay twenty percent (20%), of the cost of the existing group insurance plan or equivalent, including major medical, for employees participating therein. Employees shall become eligible for the foregoing welfare coverage upon attaining seniority. The current Weekly Indemnity Insurance shall be equivalent to Employment Insurance benefits, on a 1-1-5-52 formula.

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

- (i) Effective November 10, 1993, increase Long Term Disability (LTD) benefit to \$1,000 per month.
- (ii) Effective November 10, 1993, increase Life Insurance and Accidental Death and Disability (AD&D) insurance to 2,080 hours x base rate.

23.02 Notwithstanding anything to the contrary contained in this agreement or in the group insurance plan, such benefits and plans are necessarily qualified in their entirety by reference to the underlying policies or contracts of insurance. The terms of any contract issued in respect hereof by an insurance agency or governmental agency shall be controlling in all matters pertaining to qualifications of employees for benefits thereunder and in all matters pertaining to the existence and extent of benefits and conditions.

- (a) The Company will provide copies of the insurance plan contract to the Union.

23.03 Pension Plan

- (a) The Company shall provide and maintain a defined benefit pension plan for all seniority employees, who have completed one year of continuous service, which shall provide a pension benefit of thirty four dollars (\$34.00) per month per year of pensionable service for all pensionable service up to November 19, 2006. Vesting shall occur after two years participation in the plan.
- (b) The Company shall contribute to a defined contribution pension plan for each employee who has successfully completed his probationary period at a rate of three percent of the employee's wages less vacation pay. In addition to the preceding, effective November 14, 2010, the Company will match employee contributions to the defined contribution pension plan to a maximum of half a percent of the employee's wages less vacation pay. Effective November 14, 2011, the Company will match employee contributions to the defined contribution pension plan to a maximum of one percent of the employee's wages less vacation pay. Effective November 14, 2012, the Company will match employee contributions to the defined contribution pension plan to a maximum of one and one half percent of the employee's wages less vacation pay.
- (c) Vesting shall occur after two years participation in the defined contribution pension plan. Should an employee resign or be terminated prior to this date, then the monies contributed by the Company shall be refunded to the Company. The employee shall retain any monies which they have contributed. The parties agree that all employees as of November 13, 2009 are fully vested for the purposes of this clause.

23.04 It is agreed that the Company will implement a Drug Plan eighty percent (80%) Company paid and twenty percent (20%) employee paid. Over the counter drugs will not be covered by the Plan.

23.05 It is agreed that the Company will maintain a Dental Plan equivalent to Blue Cross Dental Care #7 which shall include Blue Cross Rider #1,#2 and #3 or equal, and effective November 10, 1992 the Company will include Blue Cross rider #4 or equivalent, with fees to be based on one year old ODA Rates. The Annual basic Dental Plan Coverage cap will be increased to \$2,000 on November 10, 2004. The Company agrees to pay eighty percent (80%), and the employee will pay twenty percent (20%), of the cost on basic services.

23.06 The Company will pay up to a maximum of \$140 per employee upon producing proof of purchase of Company approved safety boots for seniority employees. This amount will be increased to \$150 effective November 14, 2010 and \$160 effective November 14, 2011.

23.07 The Company will maintain a Prescription and Safety Glasses Plan for employees and their dependants which provides up to \$280 per individual every two years for prescription glasses or eye exams. Increase to \$300 effective November 14, 2011.

ARTICLE XXIV - WAGES

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

| <u>Classification</u>                    | <u>Effective</u><br><u>Nov. 14, 2009</u> | <u>Effective</u><br><u>Nov. 14, 2010</u> | <u>Effective</u><br><u>Nov. 14, 2011</u> | <u>Effective</u><br><u>Nov. 14, 2012</u> |
|--|--|--|--|--|
| Labour <sup>3</sup>                      | \$16.50                                  | \$16.75                                  | \$17.00                                  | \$17.34                                  |
| Hiring (non Labour)                      | \$21.54                                  | \$21.86                                  | \$22.19                                  | \$22.63                                  |
| Probationary Welder                      | \$21.54                                  | \$21.86                                  | \$22.19                                  | \$22.63                                  |
| Machine Operator III                     | \$21.95                                  | \$22.28                                  | \$22.61                                  | \$23.06                                  |
| Painter Grade II                         | \$21.95                                  | \$22.28                                  | \$22.61                                  | \$23.06                                  |
| Welder D                                 | \$21.95                                  | \$22.28                                  | \$22.61                                  | \$23.06                                  |
| Service D                                | \$21.95                                  | \$22.28                                  | \$22.61                                  | \$23.06                                  |
| Electrician IV                           | \$21.95                                  | \$22.28                                  | \$22.61                                  | \$23.06                                  |
| Hydraulics D                             | \$21.95                                  | \$22.28                                  | \$22.61                                  | \$23.06                                  |
| Machine Operator II                      | \$22.27                                  | \$22.60                                  | \$22.94                                  | \$23.40                                  |
| Welder C                                 | \$22.27                                  | \$22.60                                  | \$22.94                                  | \$23.40                                  |
| Service C                                | \$22.27                                  | \$22.60                                  | \$22.94                                  | \$23.40                                  |
| Electrician III                          | \$22.27                                  | \$22.60                                  | \$22.94                                  | \$23.40                                  |
| Hydraulics C                             | \$22.27                                  | \$22.60                                  | \$22.94                                  | \$23.40                                  |
| Lift Truck Operator(inside) <sup>1</sup> | \$22.27                                  | \$22.60                                  | \$22.94                                  | \$23.40                                  |
| Painter Grade I                          | \$22.83                                  | \$23.17                                  | \$23.52                                  | \$23.99                                  |
| Welder B                                 | \$22.83                                  | \$23.17                                  | \$23.52                                  | \$23.99                                  |
| Service B                                | \$22.83                                  | \$23.17                                  | \$23.52                                  | \$23.99                                  |
| Electrician II                           | \$22.83                                  | \$23.17                                  | \$23.52                                  | \$23.99                                  |
| Maintenance                              | \$22.83                                  | \$23.17                                  | \$23.52                                  | \$23.99                                  |
| Hydraulics B                             | \$22.83                                  | \$23.17                                  | \$23.52                                  | \$23.99                                  |
| Machine Operator I                       | \$22.83                                  | \$23.17                                  | \$23.52                                  | \$23.99                                  |
| Fitter Welder                            | \$22.98                                  | \$23.32                                  | \$23.67                                  | \$24.14                                  |
| Sales Service A                          | \$22.98                                  | \$23.32                                  | \$23.67                                  | \$24.14                                  |
| Electrician I                            | \$22.98                                  | \$23.32                                  | \$23.67                                  | \$24.14                                  |
| Hydraulics A                             | \$22.98                                  | \$23.32                                  | \$23.67                                  | \$24.14                                  |
| Maintenance A                            | \$22.98                                  | \$23.32                                  | \$23.67                                  | \$24.14                                  |
| Class A Mechanic                         | \$22.98                                  | \$23.32                                  | \$23.67                                  | \$24.14                                  |

Notes

- 1 Effective November 10, 1988 the lift truck operator outside will be paid a \$.10/hour premium over the inside lift truck driver.
- 2 Effective November 10, 2003 aluminium welding will be paid a \$.15/hour premium for all hours worked on aluminium welding.
- 3 Anyone hired into or any employee who voluntarily transfers into the Labour classification after November 10<sup>th</sup>, 2006 will be paid the Labour rate, subject to 24.01 (a). Any employees in the labour classification as of November 10<sup>th</sup>, 2006 shall be grand-fathered at the hourly wage rate of \$21.54, and as adjusted by any future negotiated wage changes.

4 In recognition of the fact that the possession of an AZ or DZ licence is a specific skill, employees with this skill, who have been designated by the Company as Truck Drivers, shall be paid a minimum of the Machine Operator II level. An employee will be designated a Truck Driver if a significant part of their job requires the possession of an AZ or DZ licence. Anyone who drives a vehicle that requires the possession of an AZ or DZ licence who is not designated as a Truck Driver will be paid a minimum of the Machine Operator II level for that day. Employees driving company vehicles that do not require the possession of an AZ or DZ licence will be paid the Labour classification rate or their normal classification rate, whichever is greater.

5 Electrical I employees who have a Certificate of Qualification 442A shall be paid a premium of \$2.00 for all hours worked.

24.01 (a) Effective November 10, 2003 new hires will have a wage progression system as follows:

| <u>Start Rate</u><br><u>Date of Hire</u>       | <u>After 1 year from</u><br><u>Date of Hire</u> | <u>After 2 years from</u><br><u>Date of Hire</u> | <u>After 3 years from</u><br><u>Date of Hire</u> |
|--|---|--|--|
| \$3.50 per hour<br>less than<br>scheduled rate | \$2.50 per hour<br>less than<br>scheduled rate  | \$1.50 per hour<br>less than<br>scheduled rate   | Full scheduled<br>rate                           |

(b) The Company shall pay 50% of the cost of tuition for employees in the Electrician's classifications who successfully complete pre-approved courses to satisfy the Certificate of Qualification 442A – Industrial Electrician.

24.02 Cost of Living Allowance

During the duration of this contract, all of 24.02 will be dormant.

(a) During the term of this Agreement there shall be cost of living allowance as set forth below. The term "Consumer Price Index (C.P.I.)" as used in this Article shall mean the Canadian Consumer Price Index -- All Items, (1971=100), as published monthly by the Dominion Bureau of Statistics (D.B.S.).

(1) Effective the 27th of November 2000, a cost of living allowance of one cent per hour shall be paid for each full 0.4 Index point by which the September 2000 C.P.I. exceeds the June 2000 C.P.I.

(2) Effective first pay period in February 2001, a cost of living allowance of one cent per hour shall be paid for each full 0.4 Index point by which the December 2000 C.P.I. exceeds the September 2000 C.P.I.

(3) Effective first pay period in May 2001, a cost of living allowance of one cent per hour shall be paid for each full 0.4 Index point by which the March 2001 C.P.I. exceeds the December 2000 C.P.I.

- (4) Effective first pay period in August 2001, a cost of living allowance of one cent per hour shall be paid for each full 0.4 Index point by which the June 2001 C.P.I. exceeds the March 2001 C.P.I.
- (5) Effective first pay period in November 2001, a cost of living allowance of one cent per hour shall be paid for each full 0.4 Index point by which the September 2001 C.P.I. exceeds the June 2001 C.P.I.
- (6) Effective first pay period in February 2002, a cost of living allowance of one cent per hour shall be paid for each full 0.4 Index point by which the December 2001 C.P.I. exceeds the September 2001 C.P.I.
- (7) Effective first pay period in May 2002, a cost of living allowance of one cent per hour shall be paid for each full 0.4 Index point by which the March 2002 C.P.I. exceeds the December 2001 C.P.I.
- (8) Effective first pay period in August 2002, a cost of living allowance of one cent per hour shall be paid for each full 0.4 Index point by which the June 2002 C.P.I. exceeds the March 2002 C.P.I.
- (9) Effective first pay period in November 2002, a cost of living allowance of one cent per hour shall be paid for each full 0.4 Index point by which the September 2002 C.P.I. exceeds the June 2002 C.P.I.
- (10) Effective first pay period in February 2003, a cost of living allowance of one cent per hour shall be paid for each full 0.4 Index point by which the December 2002 C.P.I. exceeds the September 2002 C.P.I.
- (11) Effective first pay period in May 2003, a cost of living allowance of one cent per hour shall be paid for each full 0.4 Index point by which the March 2003 C.P.I. exceeds the December 2002 C.P.I.
- (12) Effective first pay period in August 2003, a cost of living allowance of one cent per hour shall be paid for each full 0.4 Index point by which the June 2003 C.P.I. exceeds the March 2003 C.P.I.
- (b) No adjustment, retroactive or otherwise, will be made in the cost of living adjustment due to any revision which later may be made in the published figures for C.P.I. for any months on the basis of which wage increases shall have been determined.
- (c) The cost of living allowances, if any, payable during the term of the Agreement shall be an "add on" and not included in the base or hourly rates and therefore not includable in overtime rates, but will be included in vacation pay allowances and statutory holiday pay.

Notwithstanding the foregoing paragraph, the cost of living "add on" which is in effect upon November 9, 2001, shall be folded into the wage rates on November



10, 2001, and the cost of living "add on" which is in effect on November 9, 2002, shall be folded into the wage rates on November 10, 2002, and the cost of living "add on" which is in effect on November 9, 2003 shall be folded into the wage rates on November 9, 2003.

- (d) Effective November 27, 2000 the cost of living allowance for that year will be "capped" at fifteen (\$.15) cents per hour, and effective November 10, 2001 the cost of living allowance for that year will be "capped" at twenty (\$.20) cents per hour. Effective November 10, 2002 the cost of living allowance for that year will be "capped" at twenty (\$.20) cents per hour. Clause 24.02 (d) will remain in effect for the duration of this contract.

24.03

Education

- (a) Effective November 10, 2003 a premium of one (\$.01) cent per hour will be paid into an Educational Fund to be administered by the Union. The calculation will be based on the number of straight time hours worked by a seniority employee and payment will be made on November 10<sup>th</sup> of every year. The Union will employ these funds for the education of Company employees and will advise the Company who is receiving the benefit and for what purpose.
- (b) The Company agrees to deduct on a weekly basis the amount of \$0.01 cents per hour from the wages of employees in the Bargaining Unit for all hours worked prior to the fifteenth day of the month following, to pay the amount so deducted to the Humanity Fund and to forward such payment to United Steelworkers, National Office, 234 Eglinton Ave. East, Suite 800, Toronto, Ontario M4P 1K7, and to advise in writing both the Humanity Fund at the aforementioned address and the Local Union that such payment and the names of all employees in the Bargaining Unit on whose behalf such payment has been made.

It is understood and agreed that participation by an employee in the Bargaining Unit in the program of deductions set forth above may be discontinued by an employee in the Bargaining Unit after the receipt by the Company and the Local Union of that employee's written statement of his or her desire to discontinue such deductions from his or her pay which may be received within four weeks of ratification of this Agreement or at any time thereafter.

24.04

Pay Envelopes

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

24.05

A Student rate of pay will be \$10.00 per hour and will be employed throughout the year. A student's term will not exceed 8 consecutive months. Students will not acquire seniority rights.

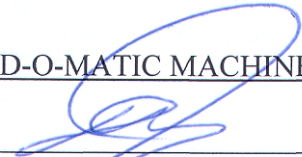


ARTICLE XXV - DURATION

25.01 This agreement shall become effective on the 14th day of November 2009 and shall remain in full force and effect and shall not be re-openable, save and except as otherwise herein expressly provided, and shall continue automatically thereafter during annual periods of one (1) year each, unless either party notifies the other party in writing as provided for in Article 25.02 hereof of its desire to negotiate amendments to this agreement.

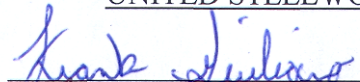
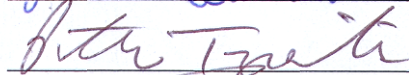
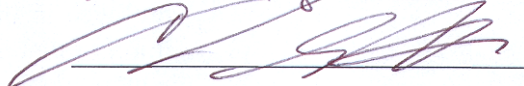
25.02 Notice that amendments are required shall only be given during the period of not more than ninety (90) days prior to the 15th day of November 2013 and upon such 15th day of November 2013 or during similar periods annually thereafter. If notice of desire to amend this agreement is given by either party in accordance with the foregoing the other party agrees to meet for the purpose of negotiation.

DATED AT HAMILTON this 14<sup>th</sup> day of December 2009.

WELD-O-MATIC MACHINES COMPANY LIMITED

  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_  
\_\_\_\_\_

UNITED STEELWORKERS

  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_  
\_\_\_\_\_

# Schedule A

## Metal Prep. Classifications

### Machine Operator III (formerly Machine Helper) - Machines and Responsibilities

- 1) Drill Press - Radial and Manual
- 2) Cold Cut Saw
- 3) Band Saw - Automatic and Manual
- 4) Iron Worker

#### Responsibilities:

- Capable of independently operating equipment in this category
- Work unsupervised
- Read and understand order/cut lists
- Responsible for production on this equipment

### Machine Operator II (formerly Machine Operator) - Machines and Responsibilities

- 1) Press Brake or Shear

#### Responsibilities:

- Capable and called upon to operate the programmable Press Brake or Shear as the 2<sup>nd</sup> person
- Capable and called upon to operate the manual Press Brake or Shear as a single person
- Work independently
- Read and understand bending/cutting lists
- Responsible for production on this equipment
- Make minor adjustments

### Machine Operator I (formerly Set-up Machine Operator) - Machines and Responsibilities

- 1) Press Brake or Shear

#### Responsibilities

- Lead person and sets up and operates the programmable Press Brake or Shear
- Works unsupervised
- Capable of reading blue prints
- Prepare bending/cutting lists
- Responsible for production on this equipment
- Testing: as per company testing and requirements

Unclassified work to be performed by labourers, including the Tube Bender, assisting on the Arm Bender, and other machines and duties not specifically listed above.

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

Tests will be Company established and administered.

## **Electrician Classifications**

- a) Electrical IV - Performs basic electrical work on mobile equipment (wire pulling etc.). Completes basic plug in type connections.
- b) Electrical III - Complete all wiring and connections on mobile equipment other than in cab connections.
- c) Electrical II - Completes all wiring on mobile equipment including all in cab connections.
- d) Electrical I - All work as above. Completes all wiring on stationary type equipment, including panel wiring, set up and testing.

## **Group Classifications**

- D On attaining seniority
- C 18 months experience with this Company
- B 1 year after attaining Grade "C"
- A In accordance with Company's requirements and employee's qualifications

# LETTER OF UNDERSTANDING

## FREEDOM FROM HARASSMENT AND DISCRIMINATION

### Purpose

Universal Handling Equipment Company Limited and the United Steelworkers of America, Local 7204, accept, as a matter of normal business practice, the freedom from harassment and discrimination provisions pursuant to the *Ontario Human Rights Code*.

### Policy Statement

Every individual who is an employee has a right to freedom from harassment and discrimination in the workplace by the employer or agent of the employer or by any other employee or by the Union because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, age, record of offenses, marital status, family status or handicap.

Every person has the right to be free from:

- a) a sexual solicitation or advance made by a person in a position to confer, grant or deny a benefit or advancement to the person where the person making the solicitation or advance knows or ought reasonably to know that it is unwelcome; or
- b) a reprisal or a threat of reprisal for the rejection of a sexual solicitation or advance where the reprisal is made or threatened by a person in a position to confer, grant or deny a benefit or advancement to the person.

In the event that an employee feels that the employee's rights under this policy have been violated, the employee is urged to initiate a complaint. The employee should elect one of the following complaint procedures. It is understood that by choosing one complaint procedure, the employee does not lose the right to elect another procedure if the complaint is unresolved.

1. A unionized employee may wish to bring the complaint to the attention of their union representative who should then take it to management for resolution;
2. any employee may wish to bring the complaint to the attention of the Production Manager, or other management personnel for resolution;
3. if the above processes do not resolve the problem to the employee's satisfaction, the employee has the right to consult the Human Rights Commission.

Every employee has a right to make a complaint or enforce the rights under this policy without reprisal or threat of reprisal.

Both management and the union encourage any employee who feels they have reason to complain to attempt to resolve the matter within the company or union before consulting the Human Rights Commission.

The parties shall endeavour to keep the particulars of these issues as confidential as possible.

## **LETTER OF UNDERSTANDING**

### **ELECTRICIAN POSITION**

As agreed in present contract negotiations, the Company and Union agree that there will be no change in the status of the incumbent in the electrician position, however, should this position become vacant, it will be filled by a bargaining unit employee.

## **LETTER OF UNDERSTANDING**

### **TEMPORARY TRANSFER**

The Company agrees it will endeavour to place employees with the least seniority on CR and SDH line on a long term basis.

## **LETTER OF UNDERSTANDING**

### **REPLACEMENT ITEMS**

The Company undertakes to replace worn out tape refills and metal squares when the worn out items are returned.



# LETTER OF UNDERSTANDING

## ATTENDANCE POLICY

Every employee is required to be in attendance for every entire scheduled shift unless they have been approved for absence.

### **Approved Absences**

Absence from work is considered legitimate only under the following circumstances:

- (1) Approved vacation
- (2) Any approved leave of absence defined in the contract
- (3) Workers' compensation
- (4) Lay off
- (5) Qualifies for ESA emergency leave

### **Attendance Rules**

#### Reporting Absence

As per Article 13.07, employees must call in at least 30 minutes prior to the start of their shift to report their absence for each day absent. The phone number to call is

**(905) 547-0161 ext. 133**

Phone in is not required when an employee is absent due to an approved vacation or approved leave of absence.

#### Doctors Note

A note from a Doctor is required stating the employee is cleared to return to work for employees who have been absent for three (3) days or longer due to illness or injury. Plant Management may require you to provide a Doctor's note prior to the start of a shift should they feel that circumstances require medical proof of your absence. Company shall pay up to \$15 for Doctor's notes requested by the Company.

#### Time Cards

- (a) Employees are expected to swipe in upon arrival and to swipe out prior to leaving.
- (b) Employees swiping in more than three (3) minutes late will be paid starting 15 minutes from their scheduled start time; punching in over 18 minutes late will be paid starting 30 minutes from their scheduled start time, etc.
- (c) Employees failing to swipe in or out will lose 15 minutes pay unless their Supervisor has authorized their attendance prior to the end of shift on the Friday of that week.
- (d) Employees found swiping another employees time card will be subject to discipline up to and including termination.

## **Disciplinary Action**

Any combination of two occurrences, as outlined below, within 20 working days, or three occurrences within 40 working days, will constitute a violation of the Company Attendance Policy.

An occurrence consists of:

- (a) One day (1) absence, or
- (b) More than one (1) consecutive day absence for the same reason, or
- (c) More than four (4) hours absent in one day unless excused by employee's supervisor, or
- (d) Two (2) lates, or
- (e) Failure to notify the Company a minimum of 30 minutes prior to the start of shift for which will be absent.

An absence will not be considered an occurrence if it qualifies for ESA (Employment Standards Act) emergency leave. The employee is responsible for informing the company if their absence qualifies for emergency leave at the time of their absence. The company, may at their discretion, require proof to justify ESA leave.

Discipline for violation of this Attendance Policy will result in progressive discipline as follows:

- |     |                        |                  |
|-----|------------------------|------------------|
| (a) | 1 <sup>st</sup> Notice | Counselling      |
| (b) | 2 <sup>nd</sup> Notice | Written Warning  |
| (c) | 3 <sup>rd</sup> Notice | Final Warning    |
| (d) | 4 <sup>th</sup> Notice | 1 day Suspension |
| (e) | 5 <sup>th</sup> Notice | Termination      |

Attendance violations will be removed from the employee's attendance record after 36 months. Every time a violation is removed from the employee's attendance record, the notice level will be dropped one level in the progressive discipline scale.

## LETTER OF UNDERSTANDING

### VACATION SCHEDULING

The parties agree that they will encourage employees who have booked vacation, especially during the summer months, to take that vacation. Should unforeseen circumstances necessitate that an employee is unable to take his pre-scheduled vacation, then he shall immediately inform the Company and those weeks shall be made available to other employees. The parties shall review the spirit and intent of this Letter of Understanding in October 2010 to see if improvements can be made.

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