

**COLLECTIVE AGREEMENT**

**BETWEEN**

**KUBOTA METAL CORPORATION  
FAHRAMET DIVISION**

Hereinafter called the “**Company**”

**AND**

**THE UNITED STEELWORKERS  
OF AMERICA  
LOCAL 9393**

Hereinafter called the “**Union**”

**Effective Date: January 1<sup>st</sup>, 2005**

**Expiry Date: December 31<sup>st</sup>, 2007**

11/30 05

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## **ARTICLE 1 – PURPOSE AND SCOPE**

**1.01** The purpose and intent of this agreement is to promote mutually satisfactory relations between the Company and its hourly employees and to set forth therein the basic understanding concerning rates of pay, hours of work, working conditions and matters of administration which affect the hourly employees of Kubota at Orillia.

## **ARTICLE 2 – RECOGNITION**

**2.01** The Company recognizes the United Steelworkers of America as the bargaining agent of all employees of Kubota Metal Corporation Fahramet Division, in the City of Orillia, save and except forepersons, persons above the rank of foreperson, salaried office and clerical staff, sales and engineering staff.

**2.02** Persons whether employed by the Company or from outside who are not members of the bargaining unit, shall not perform work on **any** jobs which are included in the bargaining unit, except for the purpose of instruction, experimentation or emergency work.

## **ARTICLE 3 – RELATIONSHIP**

**3.01** The Company and the Union agree that there will be no discrimination of any kind against any bargaining unit employee.

**3.02** The Company agrees it will not interfere with, restrain, or coerce employees in their lawful right to become and remain members of the Union and to participate in its activities.

**3.03** The Union agrees that there will be no intimidation, interference, restraint or coercion practiced upon any employees of the company by any of its members or representatives and that there will be no Union activity, solicitation for membership or other Union business on Company time or on Company premises unless prior approval has been obtained from Senior Management. Further, the Union agrees that there will be no membership meetings of any description held on company premises unless prior written approval is obtained from Senior Management.

## **ARTICLE 4 – REPRESENTATION**

The Company agrees to recognize and deal with the Local Union Officers. The Company shall be notified by the Union of the names of all Union Stewards and the areas they are representing and the names of all committee members and officers. The Local Union President and the Certified Worker will be assigned to steady day shift.

### **4.01 Shop Stewards**

The Company agrees to recognize shop stewards, which will not exceed one steward for each twenty-five (25)

employees. It is further agreed that included in the number above the company will recognize one (1) Steward who shall be designated/elected as “Chief Steward.”

#### **4.02 Grievance Committee**

The company agrees to recognize and deal with a union grievance committee of not more than three (3) employees. When the legitimate business of a grievance committee person or shop steward requires him to leave his workstation or department, he shall first receive permission from his supervisor or department manager and report back to his Supervisor or Department Manager upon returning *to* work. Such permission shall not be unreasonably withheld.

**4.03** The Company agrees that Stewards and Grievance Committee members shall not suffer loss of pay for time spent in the handling of grievances. It is understood that this shall not include hours spent outside of his/her regular working hours.

#### **4.04 Negotiating Committee**

- a) The Company agrees to recognize and deal with a Negotiating Committee of not more than four (4) employees along with representatives of the International Union not exceeding two (2) in number.
- b) The Company agrees to allow members of the union negotiating committee the day off without loss of pay when meeting with members of management. When

negotiations are complete and subsequent to reaching a tentative agreement, the company will bill the local union Financial Secretary for all lost time paid for union committee members per the following formula. This sum will be paid by the local union forthwith, but in any event within thirty (30) calendar days. The company agrees to pay the cost of meeting rooms and fifty percent (50%) of lost time for the negotiating committee up to the first conciliation meeting.

## **ARTICLE 5 – MANAGEMENT RIGHTS**

**5.01** Nothing in this agreement shall be interpreted in any way to limit or interfere with the Company's right to extend, limit, or modify its operations, when in its sole discretion it may deem it advisable to do so.

**5.02** Neither shall anything in this agreement be so construed or interpreted as to deprive the Company of its rights to hire, retire, reprimand, transfer, direct, demote, promote, classify, layoff, suspend or discharge its employees for just cause, except as specified by the terms of this agreement or by any legislated requirements relating to any of the above.

**5.03** It shall be the exclusive function of the Company to manage the enterprise, to maintain order, discipline, and an optimum level of efficiency. To determine the extent and location of operations or processes, the kinds and locations of machines or equipment to be used, the schedule of operations of hours of work, to determine the number of

employees needed at any time, and to make and enforce reasonable rules of procedure and conduct for its employees.

The aforementioned rights will not be inconsistent with the provisions of this agreement.

## **ARTICLE 6 - NO STRIKES OR LOCKOUTS**

**6.01** The parties agree that there will be no strikes, slow-downs, stoppage of work, willful interference with production, transportation or distribution, or organized refusals to work overtime or lockouts instituted by either the Company or the Union.

## **ARTICLE 7 - UNION SECURITY**

**7.01** The Company shall deduct from the pay of each member of the bargaining unit, bi-weekly, such Union dues, fees and assessments as prescribed by the Constitution of the Union.

**7.02** The Company shall remit the amounts so deducted, prior to the fifteenth (15<sup>th</sup>) day of the month following, by cheque, as directed by the Orillia Area Office, payable to the International Treasurer.

**7.03** The monthly remittance shall be accompanied by a statement showing the name of each employee from whose pay deductions have been made and the total amount deducted for the month. Such statements shall also list the



names of the employees from whom no deductions have been made and the reasons why, along with the form R115 required by the International Union.

**7.04** The Union agrees to indemnify and save the Company harmless against all claims or other forms of liability that may arise out of, or by reason of, deductions made or payments made in accordance with this Article.

**7.05** The Company agrees to indicate on the Bargaining Unit employee's T-4 slip the total dues paid for the previous calendar year.

**7.06** The Department Shop Steward will be introduced to each new employee upon completion of his/her probationary period and allowed a fifteen (15) minute interview with each new employee to talk to them about the Union and the Company.

The Company agrees to advise the Chief Steward or his designate of a new Employee's completion of his/her probationary period not later than five (5) working days from date of hire.

**7.07** In the event of a layoff because of lack of work, the Local President, Certified Worker, and the Chief Steward will be considered as having top seniority within their Job Classification.

## **ARTICLE 8 – HOURS OF WORK**

**8.01** The standard workweek will consist of forty (40) hours worked. These hours will normally be worked between Monday and Friday, but the Company reserves the right to specially schedule other shifts as indicated in Article 9.08 to suit production requirements.

Notwithstanding the Company's right to lay-off in the event of a shortage of work or other unforeseen circumstances, the Company agrees that no general or partial reduction of base hours will be instituted. This agreement will have no effect on an application by the parties for UIC work sharing programme.

**8.02** A lunch break of one-half hour, or of one hour, depending on the department, will be given during each shift. A paid ten-minute *rest* period **will** be allowed during both the first and the second halves of each shift. A five-minute wash-up period will be allowed at the end of each **shift**.

### **8.03 Reporting Pay**

**An** employee reporting for work on his, or her, regularly scheduled shift, but for whom no regular work is available, will be offered at least four hours of alternative work, or receive four hours pay at his or her , regular hourly rate, unless he, or she, has been notified at least two hours in advance not to report for work.

The foregoing will not apply whenever the failure to supply work is due to conditions beyond the control of the Company or when an employee, who has been absent, fails to ascertain from his or her foreman, if work is available.

It is the responsibility of the employee to keep the Company notified of his or her current address and telephone number in order to qualify for this guarantee.

#### **8.04 Call Back**

An employee who is called in to work, on an emergency basis outside of his or her normal hours, shall be guaranteed at least four hours work or four hours pay at the appropriate overtime rate.

**8.05** Employees asked to attend a meeting will be paid at straight time for the time spent in the meeting. Employees will not be required to attend meetings with Management outside of their scheduled shift.

**8.06** In case of hours lost, as a result of an accident whilst at work, an employee will be paid at his or her regular rate for the remaining hours of the shift in which the accident occurred.

#### **8.07 Absences from Work**

Employees are required to notify the Company of any absences from work at least one (1) hour before their

scheduled starting time for Dayshift operations. For those employees working on second or third shifts, notification shall be required two (2) hours in advance of their starting time. In the case of absences because of illness or accident, the Company shall require a medical statement from a physician outlining the employee's ability or inability to return to normal duties. In this event, the Company agrees to reimburse the employees for the costs incurred in obtaining the required medical statements in order to return to work, not later than five (5) days following the submitting of the receipt.

Any employee absent for three or more working days without notifying the Company will be considered to have resigned and his/her employment will be terminated unless special circumstances dictate a review and exception which will be conducted on a priority and just basis. Absence is to be reported **by *the*** employee telephoning 325-2781 and the supervisor's extension number and reporting name, department, reason for absence and day expected to return **to** work.

During the day the Human Resources Department will receive the calls at extension 247, and on the other shifts the calls will be received by a person designated by the Human Resources Department.

**8.08 Shift** schedules will be posted within a reasonable period not less than three (3) working days prior to the change being put into effect. Once, posted, there will

normally be no changes except in exceptional circumstances.

## **ARTICLE 9 - OVERTIME AND PREMIUM PAY**

**9.01** Overtime for which the Company will pay time and one-half will include:

- a) The hours worked in excess of the employee's regular hours in any one-day.
- b) The hours worked in excess of forty (40) hours in any workweek. Paid holidays will be counted as hours worked.
- c) The hours worked on Saturday (except as governed by Article 9.08)
- d) All overtime is voluntary.

**9.02** Overtime will be paid at double time for hours worked on Sunday (except as governed by Article 9.08).

A premium of double time (2x) will be paid for all hours worked **on** a paid Statutory Holiday, in addition to any pay to which an employee is entitled to for the paid holiday.

**9.03** No more than one overtime provision shall apply to any hours of work.

**9.04** Overtime rates will not be paid on excess hours due to a regular scheduled change of shift or a change **of** shift arranged to accommodate the personal wishes of an employee or employees.

**9.05** To be eligible for overtime work an employee is required to obtain prior approval from the Foreman of the department for which the work is performed.

**9.06** Should allegations of unfair distribution of overtime be received from any employee it will be dealt with under Article 18, Grievance Procedure. The onus will be on the Company to show that overtime is or was distributed on an equitable basis relative to the job requirement to perform the function, which required the overtime. The Company will post weekly overtime lists in each department of available overtime hours. Employees may submit their name for overtime on the list. Notwithstanding that overtime is voluntary, it is agreed that when **an** employee agrees to work overtime, **this** commitment will be honoured by the employee and subject to the criteria set out in Article 8:07.

**9.07 Shift Premium:**

A shift premium of sixty (60) cents per hour shall be paid for all hours worked on that shift designated as the Second or afternoon Shift. A shift premium of sixty-five (65) cents effective January 1<sup>st</sup>, 2006, and effective January 1<sup>st</sup>, 2007, a shift premium of seventy (70) cents, per hour, shall be paid for all hours worked on that shift designated as the Second or Afternoon Shift.

A shift premium of eighty (80) cents per hour shall be paid for all hours worked on that shift designated as the Third or

Night Shift. A shift premium of eighty-five (85) cents per hour effective **January 1<sup>st</sup>, 2006** per hour shall be paid for all hours worked on the shift designated as the Third or Night Shift.

A shift premium of ninety-five (95) cents per hour effective **January 1<sup>st</sup>, 2007** per hour shall be paid for all hours worked on that shift designated as the Third or Night Shift.

For the purposes of this agreement, the following criteria will be used to define the various shifts.

**First or Dayshift:** That shift which starts the working week on a Monday with a starting time prior to 9:00 a.m.

**Second or Afternoon Shift:** That shift which follows the first shift (Dayshift) as defined, within a twenty-four (24) hour period.

**Third or Nightshift:** That shift which follows the second or afternoon shift on an operation where the working day is divided into three (3) equal shifts.

It's agreed that employees with twenty (20) or more years of seniority will receive preference on available non-rotating shifts in the plant.

### **9.08 Saturday-Sunday Premium:**

A Saturday-Sunday premium of \$2.25 an hour will be paid for all hours worked on a regularly scheduled shift starting

between the hours of 7:59 p.m. Friday and 7:59 p.m. Sunday. This premium will not be used in any manner in calculating overtime premium paid.

### **9.09 Meal Allowance:**

A meal allowance of \$8.50 will be paid to any employee who is requested to, and works more than twelve hours in one shift.

## **ARTICLE 10 – HOLIDAYS**

**10.01** Each employee, who qualifies according to article 10.02, will receive eight hours pay at his current hourly rate for each of the following holidays:

New Years Day, Good Friday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving, The day before Christmas, Christmas Day, Boxing Day.

Two Floaters (to be determined by the Company after consultation with the union).

Should the employee be working ten (10) hour shifts he, or she will be given the opportunity to work extra hours, at straight time, to make up for any loss in hours due to the eight (8) hour holiday pay.

In the event these “extra hours” are worked during a scheduled extra ~~shift~~ they will be paid at the appropriate overtime rate.



**10.02** In order to qualify for the pay with respect to each of the above holidays, an employee must have been in the employ of the Company and have completed at least twenty (20) days of work prior to the holiday, and must also have worked his, or her, full last scheduled shift prior to the holiday, and his, or her full first scheduled shift following the holiday. Authorized absence will not affect the employee's right *to* such pay.

**10.03** Employees on lay-off, or employees absent and receiving either W.S.I.B. payments or weekly indemnity payments will not be eligible to receive holiday pay for any of the above holidays falling during their absence.

**10.04** Any of the above holidays falling on a Saturday or Sunday will be observed on another day determined by the Company with the agreement of the Union and the provision of holiday pay will apply.

## **ARTICLE 11 - VACATIONS**

**11.01** The vacation year will be from June 1<sup>st</sup> to May 31<sup>st</sup> for calculation of vacation pay.

**11.02** Vacations with pay allowance will be granted to employees according to the table shown below.

Year of continuous service at employee's anniversary date during current calendar year.	Over		1	5	12	16	25
	Less than	1	5	12	16	25	
Vacation Allowed-weeks		1	2	3	4	5	6
Payment for vacation as Percentage of earnings, whilst an employee of the company for the 12 months preceding May 31 <sup>st</sup> .		4 %	4 %	6.12 %	8.33 %	10.64 %	13.04 %

**11.03** Earnings, for the purpose of calculating vacation pay, will not include suggestions, or safety bonus payments. It is understood that the previous years vacation pay in **this** calculation will be included at the employees base rate times forty (40), times the number of applicable weeks. Credit will be given for hours of work lost and for which Weekly Indemnity, or W.S.I.B. payments have been paid **up** to a maximum of twenty-six weeks. It is understood that employees **will not** be paid the applicable vacation percentage on any vacation worked and shall be based on a fifty-two (52) week maximum.

**11.04** The vacation allowed will be required to be taken during the current calendar year at times approved by the Company which will, where possible, grant this vacation period in accordance with the expressed desires of the employees.

When, after the minimum manpower requirements by job categories for a department has been determined, it is found that more employees request vacation than can be spared, approval will be given, at the time the vacation schedule is drawn up, on the basis of seniority. After the cut-off date this preference will not apply.

**11.05** The company will provide each employee with his vacation pay three (3) days prior to the date on which the employee commences his, or her vacation providing the employee has made arrangements with his, or her supervisor at least two (2) weeks ahead.

**11.06** If a paid holiday occurs during an employee's vacation, it will not be counted as part of the vacation and the employee will receive an extra day of vacation.

**11.07** Vacations are not cumulative and must be taken in the calendar year in which they are given.

## **ARTICLE 12 – BEREAVEMENT LEAVE**

### **12.01**

- a) An employee upon the death of a member of his or her immediate family will be granted leave of absence for up to three (3) days.

To be eligible for *this* bereavement pay the employee must make written application on the approved form.

Immediate family includes: wife, husband, children, father, mother, brother, sister, mother-in-law, father-in-law, step-father, step-mother, grandparent or grandchild.

An employee shall be granted two (2) working days leave of absence in the event of the death of a brother-in-law, sister-in-law, daughter-in-law, son-in-law.

**An** employee shall be granted one (1) working day leave of absence in the event of the death of spouse's grandparent.

- b) Should any of these days fall on a day on which he or she would normally be required to work, he or she will be paid at the straight-time hourly rate for the hours scheduled to be worked on that day.

## **ARTICLE 13 – JURY DUTY OR WITNESS DUTY**

**13.01** **An** employee who is called for jury duty or witness duty, will be excused from work for any day on which he, or she reports for such **jury** or witness duty, and will receive for each such day on which he, or she otherwise would have worked, the difference between eight (8) hours at his, or her regular hourly rate and the payment he, or she received for the jury or witness duty. Should the employee be working the (10)hour shifts, he, or she will be given the opportunity to work extra hours, at straight time, to make up **for** any loss in hours due to the eight (8) hour allowance.

**13.02** An employee working a second, or third shift, will not be required to report for work the day, or days he, or she is called for jury or witness duty.

**13.03** An employee will be required to provide proof showing any amount received from the court before the Company will make any of the aforementioned payments relating to jury or witness duty.

## **ARTICLE 14 – WAGE RATES**

**14.01** The Company will pay wages at the hourly rates set out in the wage schedule marked “Schedule A.”

**14.02** Employees transferred for an assignment to another job on a temporary basis will, if the rate is less, receive his or her regular rate and if such a transfer is to a job with a higher rate, the employee will receive the higher rate after working in that job for more than four (4) hours.

A temporary transfer under this section is defined as forty-five (45) working days or less in a six (6) month period, unless in an emergency situation. The rate indicated above is not applicable to bumping situations as a result of lay-Off.

**14.03** In the event of work done during plant shutdown, the rate of pay for the class of work required shall govern, irrespective of the employee’s regular classification rate.

## **ARTICLE 15 – HEALTH AND WELFARE PLAN**

The Company will provide the following Health and Welfare coverage at no cost to the employees, including the cost of the filling out of doctor's forms to a maximum of \$25.00 (twenty-five dollars).

**15.01** Group Life Insurance - \$50,000.00 effective January 1<sup>st</sup>, 2005 and \$55,000.00 effective January 1<sup>st</sup>, 2006 and effective January 1<sup>st</sup>, 2007 \$60,000.00.

**15.02** Accidental Death and Dismemberment - \$50,000.00 effective January 1<sup>st</sup>, 2005 and \$55,000.00 effective January 1<sup>st</sup>, 2006 and effective January 1<sup>st</sup>, 2007 \$60,000.00.

**15.03** Sickness and Accident Insurance (non-occupational) – weekly indemnity, payable from the first day of accident, first day of hospitalization, eighth day of sickness for a maximum of twenty-six (26) weeks, with a benefit level equivalent to the UIC schedule as per the 1997 level.

**15.04** Semi-Private Hospital Supplement, as per previous coverage.

**15.05** Drug Plan as per current coverage.

**15.06** Upgrade the ODA Fee Schedule to the following formula:

Effective January 1, 2005 – 2003 ODA Fee Schedule  
Effective January 1, 2006 – 2004 ODA Fee Schedule  
Effective January 1, 2007 – 2005 ODA Fee Schedule

**15.07** Extended Health Care Plan – payments will be made for 80% of the charges for most medical services and supplies not covered by **OHIP** which exceed the cash deductible, up to \$10,000.00 maximum.

### **15.08 Pension Plan**

The Company agrees it will provide hourly employees with a pension at age sixty-five (65) computed at \$39.00 per month times years of service effective January 1st, 2005 rising to \$40.00 per month times years of service effective January 1st, 2006 and \$41.00 per month times years of service effective January 1st, 2007.

- a) 61 years of age or older with 20 or more years of service. The following benefit package **will** be included in this option and be maintained until the employee's reaches the age of sixty-five (65).

Term Life Insurance of \$3,000.00

Extended Health Care as Article 15.04 and 15.07 of this Agreement.

Drug Benefits as Article 15.05 of this Agreement.

Vision Care as Article 15.09 of the Agreement.

Dental Plan as Article 15.06 of the Agreement.

- b) Upon reaching 35 years of continuous service. Employees exercising this early retirement option will be provided with non-deductible drug coverage plan with a life time maximum of \$10,000 per insured employee. This will be the only benefit available under his option.
- c) Exercising the Early Retirement Option prior to age 61 or with a lesser amount of service will be subject to the present early retirement calculation less 1/2% per month by which the commencement of the pension precedes the Retirement date.

#### **15.09 Vision Care Plan:**

Payments up to \$350.00 per eligible family members toward the cost of frames, prescribed glasses, or contact lenses, but not more often than once every two years.

**15.10** Out-of-Province or Country Sickness and Hospitalization Benefits will be covered to the limits so prescribed.

**15.11** Full benefit coverage will be maintained as above for up to one year for those employees on extended verified absence due to accident or illness.

Benefit for employees on WSIB will be paid for up to a period of thirty (30) months except Life Insurance which will be paid for twelve (12) months.



In order to maintain this coverage the employees concerned will report to the Human Resources Department once a month.

The Company will pay 100% for OHIP, Life Insurance and Accidental Death or Dismemberment for any employee on layoff for periods up to three months duration, provided the individual remains unemployed while on lay-off.

## **15-12 LTD**

If you are totally disabled after twenty-six (26) weeks of disability or illness, Long Term Disability Benefits pays you sixty (60%) percent of your standard hourly rate times (x) **forty** (40) hours for a period of up to five (5) years to maximum of \$2000 per month.

## **ARTICLE 16 - MISCELLANEOUS BENEFITS**

### **16.01 Prescription ~~Safety~~ Glasses**

The Company will provide, once per year, one pair of Prescription Safety Glasses with side shields attached. When evidence is presented that job conditions, beyond the control of the employee, cause the need for an additional replacement, the Company will provide the replacement pair.

## **16.02 Safety Boot Allowance**

The Company will pay per the formula below towards the cost of safety boots provided that the boots are fitted with built-in metatarsal guards. This subsidy will be paid once per year except where evidence is submitted that work conditions, beyond the control of the employee, caused the need for the purchase of one additional pair per year.

Effective January 1<sup>st</sup>, 2005, \$155.00.

For those employees having special safety boots due to physical infirmity, the Company will pay for repairs as required provided

- a) A receipt for such repair is received.
- b) The protective casing of the safety boot is judged to be in compliance with Safety Standards by the Safety Co-ordinator or persons designated by him.
- c) The cost of such repair(s) does not exceed the new boot allowance as detailed in this Agreement.

## **16.03 Annual Savings Plan**

Payment based on up to six (6) per cent of an employees total earnings, excluding vacation pay, for the twelve (12) months prior to the end of the last pay period in November, will be made at the Christmas holiday season. This payment will be made, no later than one week prior to the last day worked before the holiday, to: employees currently on hourly payroll on the day of savings distribution,

employees who retired in the applicable period and employees who are on lay-off on November 30. Employees who are dismissed, or terminate their employment, shall receive this payment upon leaving the Company. Employees have the option of participating in this plan or receiving their contribution as part of their normal wages each pay period. This option may be exercised only once each year before January 1 of each year.

#### **16.04 Tool Allowance**

Tradesmen, who are required by the Company to provide their own specified hand tools, will be compensated for hand tools broken or worn **out** in Company service after January 1, 1989. Excluded from this provision will be any electrical or air-powered tool, which the company would provide.

Where possible replacement will be in kind i.e. Moore and Wright Micrometer will be replaced by Moore and Wright Micrometer. Replacement will be made upon presentation of satisfactory evidence and approval of the respective department manager.

#### **16.05 Disposable Coveralls**

The Company will provide disposable coveralls to maintenance or other employees when they are required to work in excessively **dirty** conditions, Management retains

the right to determine which working conditions are covered by this clause.

## **ARTICLE 17 – SENIORITY**

**17.01** The Company recognizes ~~that~~ job security and opportunity for advancement should increase with seniority as measured by years of service with the Company. Seniority will be determined by the employee's length of continuous service with the Company.

**17.02** The Company will maintain a seniority list, which will be made available to supervisors and the Union. In addition, copies of this seniority list will be posted in the main areas of the Company's plants and shall be accessible to all employees.

### **17.03 Probationary Period**

An employee will attain seniority upon completion of forty-five (45) worked days from the date of hire.

This period will be termed a probationary period and upon successful completion of this probationary period, the employee's seniority date will be the date of hire. Should an employee, during this or her probationary period request and be granted a transfer, then he or she will be required to complete forty-five (45) worked days from the date of transfer before he or she attains seniority. During the probationary period, the employee will not have seniority rights.

## **17.04 Maintenance of Seniority**

When on lay-off, or during an extended absence due to non-occupational accident or illness, employees will maintain and accumulate their seniority and will be eligible for recall for a period of up to twenty-four (24) months. It is the responsibility of the employee who is absent as a result of a non-occupational accident or illness to submit to the Company, at periodic intervals, a medical certificate, certifying his continuing disability.

It is understood that the above is not applicable for employees considered disabled/handicapped as defined by the Ontario Human Rights Code unless the individual(s) cannot be accommodated pursuant to the provisions of that Code.

**An** employee on lay-off who fails to return to work within seven days after the Company has sent a notice of recall to the employee by registered mail, to the last known address on the records of the Human Resources Department, will lose seniority and all rights to recall. If unable to return when recalled due to a medical problem certified by a doctor, the employee will not have recall rights cancelled within the time period specified above.

**A** person may refuse recall, without loss of recall rights, to a position that is estimated will last for six (6) weeks or less, provided the Company is able to fill the position with another qualified laid-off employee. If all qualified laid-off employees refuse recall to the temporary position then the

most junior qualified person must accept the recall or lose the recall rights. Once a person refuses a temporary recall that person cannot, at a later date, change the decision and “bump” the person who was recalled to fill the position even if the “temporary” position becomes “permanent”.

### **17.05 Lay-off and re-hiring**

When it is necessary to lay off, or recall employees who have been on lay-off, this will be done according to seniority and qualifications with regard to the jobs to be performed.

- a) In the event an employee is judged to have adequate demonstrative skills to perform a specific job, but is unfamiliar with the machine tool or method being used in that job, he or she will be permitted a two-day “familiarization” period. It is mutually understood this period is not to be misconstrued as relating to training.
- b) Employees with fifteen (15) years or more of seniority will be permitted to bump into any active job in groups 1 to 3 inclusive. It is understood that such employees will have no more than forty-five (45) working days as a trial period to meet the normal requirements of the job.

Employees having requested, or accepted a voluntary lay-off relinquish their normal bumping rights and should they

later request to return to work they will be eligible to return only if a suitable position is vacant.

**17.06** Employees transferred from one job to another on a temporary basis or as a result of a lay-off situation, will be entitled to return to the job from which they were transferred as soon as it again becomes available.

**17.07** An employee who is transferred to a position in the Company outside the bargaining unit retains seniority measured in years of service with the Company plus up to one (1) year seniority while outside the bargaining unit should he/she return to the bargaining unit. This provision will only apply on a singular occasion for each such employee.

It is understood that such an employee can only return to the bargaining unit when there is a posted vacancy.

### **17.08 Promotions**

The Company recognizes that job security and opportunity for advancement should increase with seniority as measured by years of service with the Company. In all cases of promotions and transfers (other than promotions of a temporary nature, or to positions outside of the scope of this agreement) the Company will consider the following two factors:

- a) The relative seniority of the employees affected.

- b) The requirement of the position and the relative ability, training and skill of the employees concerned to fill normal requirements of the job.

When the relative ability, training and skill are deemed equal the senior employee will be awarded the vacant position applied for.

### **17.09 Job Vacancy Postings**

All vacancies for permanent hourly rated positions, as per Article 14.02 including those for lead hands, will be posted on the bulletin boards, except where a qualified person is on lay-off. The notice will be posted for a period of one (1) calendar week. The name of the successful applicant will be posted within five (5) working days of the close of the original postings.

In the event the successful applicant is not placed on the job within two (2) weeks of the posting, the Company agrees to give the Union a written explanation for the delay and the approximate date of placement.

### **17.10 Training**

Employees in jobs for which there is a higher level in the same classification will, as ~~far~~ as practical, be allowed to train on-the-job to qualify for the next level. This opportunity will be governed by the principle outlined in Article 17.08. When, the employee becomes qualified, this qualification will be recorded in the employees file. This



qualification will not entitle the employee to any pay rate increase but will be considered during evaluation for possible promotion when a vacancy occurs.

Time spent on training will be recorded for future consideration.

## **ARTICLE 18 – GRIEVANCE PROCEDURE**

### **18.01 Grievance Committee**

A Grievance Committee made up of three members will be appointed by the Union.

**18.02** Should any difference arise between an employee and the Company an earnest effort will be made to settle such a difference without undue delay in the following manner:

**STEP 1** – The aggrieved employee, with the assistance of his, or her Union Representative, will take the matter to his, or her immediate foreman who will render a decision within two (2) working days of receiving it (or any longer period which may be mutually agreed upon). If a satisfactory settlement is not then reached the grievance may be presented as follows at any time within two (2) working days.

**STEP 2** – The Union Representative with the aggrieved employee shall present the matter, in writing on the approved form, to the respective department Manager who

will consider it in the presence of the employee's foreman and superintendent. The Manager's decision, in writing, will be rendered within three (3) working days from his receipt of the **STEP 2 grievance**. If a satisfactory settlement is not then reached the grievance may be referred to the Grievance Committee and presented as follows at any time within three (3) working days thereafter.

**STEP 3** – The Grievance Committee will request a meeting with the respective Vice-Resident or General Manager and arrange to meet at a mutually agreed time to consider the grievance. The Staff Representative of the Union may be present at the meeting if requested by either party.

**18.03** If final settlement of the grievance is not completed within seven (7) days after the meeting at **STEP 3**, and if the grievance is one which concerns the interpretation or alleged violation of the Agreement the grievance may be referred by either **party** to an arbitrator, who has been previously mutually agreed upon by both parties, at any time within twenty-one (21) days thereafter but no later.

The decision rendered by the arbitrator shall be final and binding upon both parties and the employee, or employees concerned. The arbitrator shall not be authorized, however, to add, withdraw, or amend any part of this agreement.

**18.04** The Company shall decline to consider any grievance, the alleged circumstances of which occurred more than five (5) working days from the time the

circumstance were known to the grievor. Notwithstanding the above, a grievance shall not be considered if ten (10) working days have elapsed since the circumstances occurred.

**18.05** The Arbitrator does not have the power to alter, change or substitute any provisions of this Agreement, nor to render a decision inconsistent with its terms or conditions or to deal with any matter not covered by this Agreement.

**18.06** The fees and expenses of the Arbitrator will be shared equally by the Union and the Company.

**18.07** If neither party received from the other, a written referral to arbitration within twenty (20) calendar days following the Step Three reply which shall be given in writing within five (5) working days after the grievance is submitted, the grievance will be considered abandoned.

### **18.08 Management or Union Grievances**

a) Where a difference arising from the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, arises directly between the Union and the Company, either party shall have the right to initiate a Union Grievance or Company Grievance as the case may be, commencing at Step Three of the grievance procedure.

b) A Union Grievance shall not include any matter upon which an employee would be personally entitled to grieve and the regular grievance procedure shall not be by-passed.

c) A Union Grievance shall be submitted in writing to the Vice-President of Manufacturing or his or her designate. A Company Grievance shall be submitted in writing to the Union Staff Representative.

d) A claim by an employee that he has been dismissed without just cause will be recognized as a grievance if a written grievance is received within three (3) working days from the date of said dismissal and will be processed as 18.08 (a) above.

No employee will be discharged without a Union Representative present when the discharge is meted out.

## **ARTICLE 19 – LEAVE OF ABSENCES**

The Company may grant “Leave of Absence” without pay to any employee with legitimate personal reasons.

**19.01** The request must be submitted in writing to the employee’s supervisor at least two (2) weeks in advance, except in the case of an emergency.

**19.02** The “Leave of Absence” will be granted for a specific number of hours or days up to a maximum of three (3) months; however, an extension may be granted under

exceptional circumstances at the discretion of the Company.

**19.03** If the employee accepts other employment during the “Leave of Absence” it will be considered that he, or she has terminated his or her employment with Kubota.

**19.04** The employee will make his, or her own arrangements with the Company re payment of welfare benefits, etc.

**19.05** The Company will grant leave of absence without pay for up to one (1) week periods to not more than two (2) employees to serve as delegates of the Union or for other Union business provided such leave is requested at least one (1) week in advance. It is further agreed that the two (2) employees will not be from the same department unless permission is granted by the Senior Management of the Company or his designate.

## **ARTICLE 20 – TIME CLOCKS**

**20.01** Each employee is assigned a plastic time card. Since it is necessary for the payroll department to maintain accurate records of time worked, each hourly paid employee will punch “in” when starting work, “out” **and** “in” for lunch, and “out” when finishing the work day. If an employee leaves the plant for personal reasons during the shift, the same procedure must be followed after clearing with his or her foreman. **Any** mistake in the above

procedure is to be pointed out to his or her foreman for correction and approval.

The use of another employee's time card is a serious offence and any employee doing so will be subject to disciplinary action.

## **ARTICLE 21 – CONTRACTING OUT**

**21.01** The Company will not contract out work which can be performed cost-effectively, efficiently and in a timely fashion in-house by Bargaining Unit Employees. If the above conditions are met, the Company agrees that no contracting out will occur which will cause the lay-off or delay the recall of Bargaining Unit Employees.

## **ARTICLE 22 – TECHNOLOGICAL CHANGE**

**22.01** Technological change means a significant change in the methods or processes, which may mean a reduction of the bargaining unit employees. Where possible the Company will give the Union prior notification of such changes within a reasonable time period prior to the implementation and inform the Union of any known potential effect on the employment of the Bargaining Unit Employees.

**22.02** In the event of Article 22.01 above, the employees so affected will be processed in accordance with Article 17 – Seniority. Every effort will be made to accommodate them in their new positions including normal training time.

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

### **23.01 Reporting of Injuries**

Any injury, suffered by an employee whilst at work, must be reported to the employee's supervisor and to the appropriate First-Aid attendant for the plant in which the employee works. Should an employee require hospital treatment, or treatment by a physician, as a result of such an injury, this information must be given to the Safety Co-ordinator as soon as practicable. Failure *to* report any accident within a twenty-four (24) hour period is a serious Violation of the Plant Health and Safety Rules and may jeopardize any claim by the employee relative to an accident.

### **23.02 Observance of Safety Rules**

All employees are required to strictly adhere to the General Safety Rules (see Schedule B) together with any departmental or specific job safety instructions which **are** posted or received from supervision.

Failure by an employee to follow safety rules or instruction will result in disciplinary action being taken against the employee by the Company.

**23.03** The Company will make reasonable provision **for** the Health and Safety of its employees at the Plant during the hours of their employment. Protective devices, wearing apparel and other equipment necessary to properly protect

employees from injury is provided by the Company. The Union will cooperate with the Company in seeing such protective devices are used.

**23.04** The Company and the Union agree that they mutually desire to maintain high standards of Safety and Health in the Plant in order to prevent industrial injury and illness.

**23.05** It is agreed that the Company and the Union will comply with the Legislated requirements for a Joint Health and Safety Committee. The Committees functions and responsibilities will be as defined by the Legislation and internal procedures developed by this Committee.

**23.06** Management agrees that the current JHSC Policy relating to unsafe work and the employee's right to refusal will remain in effect for the duration of the new agreement.

## **ARTICLE 24 – CHANGE IN EMPLOYEE'S PERSONAL DATA**

**24.01** Information regarding any change of status of an employee is to be reported to the Human Resources Department by the employee for the following:

- a) Marital (ie married, widowed, divorced, living common law)
- b) Address or telephone number
- c) Beneficiary



## **ARTICLE 25 – BULLETIN BOARDS**

**25.01** The Company agrees to provide bulletin boards for the Union by or located beside the time clock in the main entrance and the time clock in the machine shop for their own use. It is understood that all notices to be posted require Company approval with the exception of those relating to Local Union and International Union affairs. The Company reserves the right to remove any notice which it deems offensive.

## **ARTICLE 26 – DURATION**

**26.00** This agreement is effective the first day of January 1, 2005 and will continue in effect until the 31<sup>st</sup> day of December 2007, and shall continue automatically thereafter for further one year periods unless either party notifies the other in writing that it desires to amend or terminate the agreement within ninety (90) calendar days prior to the expiry date.

### **NOTE: Contract Booklets**

The Company agrees to supply one contract booklet to all bargaining unit employees.

## **SITE WORK**

### **Statement of Purpose**

When Hourly Employees are requested to and agree to travel to a Customer's site to perform work the following specific allowances will be granted. It is mutually understood that this Article covers only Employees who perform designated work at a site and is not relevant in reference to site visits for observation or other purposes.

### **Travel to and from Site-Work**

The Company will be responsible for the means of transportation and payment thereof. When travel is required during a regular work-day, employees will be paid at that regular site rate as defined in Rate of Pay, for the actual hours incurred in traveling. If this travel time exceeds eight (8) hours, overtime rates will apply as defined in Article 9 of the Collective Agreement. When the travel time is less than eight (8) hours, the Employees shall receive the balance as a make-up allowance.

When employees are required to travel on Weekends or Statutory Holidays, the over time premium as defined in Article 9 shall apply from a designated start-time to arrival at site with no make-up for trips under eight (8) hours.

## **Normal Working Hours**

Normal working hours for site work will be five (5) weekday shifts of eight (8) hours duration. **Shifts can be** Dayshift, Afternoons or Nightshift dependent upon the circumstances but would normally be contained to no more than two (2) i.e. Dayshift and Afternoon Shift. Premiums for second and third shift would be defined in Article nine (9) of the Collective Agreement.

## **Rates of Pay**

Employees engaged in site work will be paid their Regular Hourly Rate plus a premium of \$1.75 per hour. This premium will not be recognized as a separate allowance for the calculation of overtime etc. but rather an integral part of the Employees Base Rate.

## **Overtime**

Overtime premiums will be paid at normal Plant Overtime Rates as defined in Article 9 of the Collective Agreement for all hours worked in excess of eight (8) hours on weekdays, and Saturdays, Sundays and Statutory Holidays.

## **Accommodation Expense**

The Company will pay for a single room in a Hotel or Motel for each Employee. Additional expenses charged to the room will be the Employee's responsibility.

## **Daily Allowances**

Daily Allowances for which no receipts are required as follows:

Meals:	\$47.00
Expenses:	\$22.00
Total:	\$69.00

The daily expenses will be given to the Employee in a Cash Advance for the anticipated duration of the site work. Should this period change the Employee will re-imburse the Company or the Company provide a further Cash Advance dependent upon a shorter or longer term of work.

Daily expense allowance covers Tips, Laundry and other miscellaneous small items.

## **Telephone Calls**

Allowance will be given for reasonable telephone calls to the Employee's Homes. Excessive calls will be deemed part of the Employees Daily Expenses. When/if such a situation occurs, it will be reviewed in light of all the circumstances and an agreement reached with the Employee, his Union Steward and the Department Manager.

## **Weekends**

Due to the Operating Conditions at certain sites, it may be possible that during their site tenure, no work will be required on Weekends. In that event, Employees would be paid at the normal Shift rate with no overtime premium. This clause would only apply when overtime was not available and is not subject to the interpretation that Employees can refuse overtime and still receive payment as described above.

## **Conduct at Site**

Employees engaged in site work are Ambassadors of the Corporation and they must comply totally with all of the Site's Rules and Regulations from Safety to General Conduct. Employees who breach these rules will be removed from the site and returned to their normal Plant occupation.

**Schedule "A"**  
**Wages for Period**  
**January 1, 2005 to December 31, 2007**

<b>Group Classification</b>	<b>Wage Rate 2005</b>	<b>Wage Rate 2006</b>	<b>Wage Rate 2007</b>
<b>1</b> Janitor Grinder#2 Melter #5 Blast Operator Shell Operator #3 Torch cur-off#2	\$16.99	\$17.41	\$17.84
<b>2</b> Material Handler#2 Grinder #1 Melter #4 Pourer #2 Pattern Repair Person Sand Lab Tech'n C.C. Operator #3 Waste Management MERT Operator	\$17.48	\$17.92	\$18.37
<b>3</b> Shell Operator#2 Heat Treat Oper. #2 Press Operator Clerk Coremaker #2 Material Handler #1 Lab Tech'n #3 Casting checker (LPI) Sand Operator #1	\$17.98	\$18.43	\$18.89
<b>4</b> Receiver\$18.33 Shipper #2 Melter #3 Pattern Inspector Torch Cut-off#1 C.C. Operator #2 Moulder #3 Pourer #1 Machine Operator #1 Upgrade Welder #3 Lab Tech'n #2	\$18.34	\$18.80	\$19.27
<b>5</b> Metallurgical Assistant Shipper #1 Maint. Stores Tech'n Heat Treat Oper. #1 Shell Operator #1	\$18.78	\$19.25	\$19.73

6	Melter #2 Inspector #2 Upgrade Welder #2 Coremaker #1 Moulder #2 Mechanic #2 Mat'l Hand/Assy Co-ord International Moulder	\$19.13	\$19.61	\$20.10
7	Upgrade Welder #1 Pull-Bore Operator C.C. Operator #1	\$19.58	\$20.07	\$20.57
8	Lab Tech'n #1	\$19.99	\$20.49	\$21.00
9	Technologist "B" Melter #1 Petrochemical Welder #2	\$20.52	\$21.03	\$21.55
10	Moulder #1 NDE #2 Inspector #1 Electrician #2 Machinist Fabrication Welder #2 Petrochemical Welder #1	\$21.09	\$21.61	\$22.15
11	NDE #1 Fabrication Welder #1 Technologist "A"	\$23.11	\$23.68	\$24.27
12	Mechanic #1 J'Man Machinist Electrician #1 Patternmaker Machineshop Assembly Inspector Maintenance Planner/Supply and Control	\$23.57	\$24.16	\$24.76

Lead Hand premium of **\$0.75** above **current job classification held**

## **SCHEDULE "B"**

### **PLANT SAFETY RULES**

1. All plant working personnel shall wear approved steel-toed boots c/w metatarsal protection. Exceptions are main office personnel who shall be required to wear steel-toed shoes upon entering any plant area. Visitors shall be exempt from this condition.
2. The wearing of approved hard hats, safety glasses c/w side shields and hearing protection shall be mandatory for all plant working personnel and any main office personnel whose duties keep them in plant areas for extended periods. All visitors shall be required to wear approved hard hats and safety glasses c/w side shields. Hearing protection will be made available upon request.
3. Additional items of personal protective equipment shall be worn where specified by department procedure.
4. The possession or use of intoxicating liquor or drugs while on company property is forbidden as is working while under the influence of liquor or drugs.
5. Running or horseplay will not be allowed on company property.
6. All personnel working with or near molten metal operations shall wear aluminized clothing which shall include knee high spats, mitts and full length coats.



7. Radiation warning barriers must not be crossed at any time.
8. Defective tools, machines, materials or equipment will not be used and shall be reported immediately to the department supervisor concerned.
9. Machines or equipment shall not be operated **unless** the specified guards and/or protective devices are properly attached and functioning.
10. Employees shall not repair, alter or perform work on any equipment unless they have received prior written authorization and appropriate training to do so.
11. Loose or tom clothing, neckties, gloves or other similar apparel which might involved the risk of entanglement, shall not be worn near moving machinery.
12. Employees with long hair shall keep it safely under control by tucking it under hard hats or by using appropriate hair nets.
13. Rings shall not be worn while working in the plant.
14. Compressed air and compressed air equipment shall not be used to blow dust or other substances from the clothing worn by a worker or, in such a manner to endanger any worker.

15. Fire equipment shall not be used for any purpose other than fighting fires. Whenever such equipment has been used it must be reported immediately to the supervisor of the appropriate department.
16. No employee shall enter a confined space without first, testing the space for hazardous conditions and completing an entry work permit which shall be approved by the appropriate department supervisor.
17. All injuries (including minor ones) shall be reported immediately to the workers' supervisor and the health and safety department.
18. Lock-out procedures must be in effect before repairs or similar work is performed on machines and electrical equipment.
19. Smoking while *on* company property will be restricted to the designated areas.
20. All contractors undertaking project work for the corporation shall be required to wear approved steel-toed safety boots, hard hats and safety glasses c/w side shields. In addition, contractors will be required to fulfill all applicable duties and responsibilities under current health and safety legislation as it relates to the project work being undertaken.

## **LETTER OF UNDERSTANDING**

### **# Om (1)**

#### **Written Reprimands**

Written Reprimands for relatively minor offenses shall be removed from an Employees File after a 12 month period provided there are no other written reprimands for the same or another infraction of Company Rules. This provision does not extend to major infractions such as Vandalism, Fighting, serious insubordination etc. In these cases, the reprimand will be removed after a three (3) year period.

## LETTER OF UNDERSTANDING

### # TWO (2)

#### Overtime Premiums

With the introduction of the three-shift system an anomaly has arisen with regard to a second shift employee who has been requested to work overtime at a weekend period. The only hours he can *so* work are on the Friday, either on first or second shift and similarly on the Saturday. This is because his regular **shift** starts on Sunday at 3:30 p.m. Therefore, under the current Collective Agreement he received overtime premiums of time and one-half only for both days. A Dayshift employee on the other hand receives time and one-half for the Saturday and double-time for the Sunday. This is **seen** to be unfair. To resolve this situation, a premium of double-time will be paid for the second weekend day, i.e. the Saturday. It is recognized that overtime premiums will not pyramid i.e. we will not pay double-time for a Saturday and double time for a Sunday in the same weekend period.

## LETTER OF UNDERSTANDING

### # THREE (3)

#### Weekend Shifts

The Kubota Metal Corporation and the United Steelworkers of America agree that notwithstanding Articles 9.01 and 9.02 of the Collective Agreement; the Company may elect to continue the practice of certain departments working a compressed weekend shift of ~~three~~ (3) days ~~X~~ twelve (12) hours per day as its prerogative. Premiums will be ~~as~~ detailed in Article 9.08 except for the hours exceeding ten (10) on the Friday and Saturday where the premium will be time and one half and the hours exceeding ten (10) on Sunday where the premium will be double time.

The Company will endeavour to fill this shift on a voluntary basis from the employees within the Department. Where this is not possible, the Company will designate sufficient manpower to meet its needs from the aforesaid employees.

## **LETTER OF UNDERSTANDING**

### **# FOUR (4)**

#### **Training Programme – Inspector #1**

The following is the training programme and wage rate for each stage to train and upgrade an employee selected through the normal Job Posting procedure for the eventual position of Inspector #1 with LPI qualification and certification.

1. Starting rate  
Group Classification #1 Wage Rate
2. After nine (9) months or sooner with satisfactory Performance.  
Group classification #3 Wage Rate
3. After further nine (9) months or sooner with satisfactory performance and when incumbent has prepared for the Government Examination and Licence.  
Group Classification #5 Wage Rate.
4. When fully qualified and in possession of Government Licence.  
Group Classification #10 Wage Rate

## LETTER OF UNDERSTANDING

### # FIVE (5)

#### **Annual Vacation – Schedule For Approval**

Article 11 in the Collective Agreement covering Vacations does not specify any time-frames for Bargaining Unit Employees to apply for their Vacation Entitlement by specific week(s) nor does it specify any cut-off date by which time Management will be required to respond to ~~the~~ employees' requests either positively **or** negatively. To resolve this anomaly, we (Management) will post lists in each Department by January 31 on which the employees can indicate their Vacation requests. By April 15<sup>th</sup> of the same year, the Supervisors/Managers of the various departments will respond to each request. In respect, the provisions of clause 11.04 of the Collective Agreement will apply.

## **LETTER OF UNDERSTANDING**

### **# SIX (6)**

#### **Non Destructive Examination Personnel**

For the duration of the new Collective Agreement effective **January 1, 2001**, the Union agrees that provided there are no bargaining unit employees available and qualified either in active employment or laid-off; and provided that the circumstances causes an emergency situation; and where no qualified people could be hired and employed in the normal fashion, that the Company, after obtaining written approval, which shall not be unreasonably withheld from the Local Union President (or if that person is not an employee of Kubota, then the Kubota bargaining unit chairperson) or his/her designate, may recruit qualified people from outside the bargaining unit to perform the required work.



## LETTER OF UNDERSTANDING

# SEVEN (7)

### **Lead Hands.**

During our 1997 negotiations, it was agreed that the names of all lead hands will be posted in their respective departments.

**If** was further agreed that the colour **of** lead-hands hard hats will **be** something other than white.

## LETTER OF UNDERSTANDING

### # EIGHT (8)

#### Training Programme – NDE #2

The following is the training programme and wage rate for each stage to train and upgrade an employee selected through the normal **Job** Posting procedure for the eventual position of NDE #2 with Atomic Energy Qualified Operator and CAN/CGSB Qualification.

1. Starting Rate  
Group Classification#1 Wage Rate
2. Upon completion of Atomic Energy Qualified Operator Government License **and** a minimum of 9 months experience.  
Group Classification#5 Wage Rate.
3. When in possession of the CAN/CGSB Government License and capable of performing all job requirements.  
Group Classification 10 Wage Rate.

# LETTER OF UNDERSTANDING

## # NINE (9)

### Paid Lunches

The parties agree that -

Hourly employees who are assigned to a continuous eight (8) hour shift on a machine or other equipment covering three (3) shifts of eight (8) hour duration, five (5) days per week will be paid for their lunch-period which will be **of** fifteen (15) minutes duration. Maintenance employees working on afternoon or night shifts, five (5) days per week will also be paid for their lunch-period as above.

Management reserves the right to select and identify the above employees and will inform the workers of their choices by way of the Shift Change Lists.

Any other employee, working on a single shift of eight (8) hours or ten (10) hours duration or on a two-shift rotation of eight (8) or ten (10) hours duration will take an unpaid lunch-period of 1/2 hour.

There will be no paid lunch periods on overtime (Saturdays, Sundays, Statutory Holiday) or on any other occasion unless the Supervisor requests it from the employee and it is sanctioned in writing by the Department Manager or his designate.

## LETTER OF UNDERSTANDING

### # TEN (10)

#### **Banking of Overtime Hours**

1. When overtime is required the employee will be given the option of being paid for overtime in the current regular accepted fashion (through payroll).
2. The next option is to bank all overtime hours converted to straight time hours for purposes of credit time off.
3. Time is logged and can accumulate up to forty (40) hours in total per year.
4. Banked hours must be taken in forty (40) hour periods and no less.
5. Requests to use time banking must be approved by management so as not to interfere with production requirements.
6. If at the end of each calendar year during the term of this contract, time banked has not been taken, then all banked hours will be paid out in full.

## LETTER OF UNDERSTANDING

### # ELEVEN (11)

#### **Petrochemical Welders – Cleaning Room**

Due to Kubota developing the fast growing Tube Sheet market and the development of some very exotic alloys **we** need to train and be able to keep high tech welders in the static cleaning department. These products are very difficult to weld and take years to develop the required experience **to** be able to successfully process through LPI and X-ray.

There is no welding classification in the Collective Agreement for **this** type of welder. Therefore, the Company proposes that two additional welding classifications be added i.e. Petrochemical Welder #2 which would be Group # 9 Wage Rate and Petrochemical Welder # 1 which would be in Group # 10 Wage Rate. It would be understood that to attain the Petrochemical Welder # 2 class the incumbent would have had to progress from the Upgrade Welder # 1 class and the Petrochemical Welder # 1 would progress from the Petrochemical Welder # 2 class when such job vacancies arise.

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## **LETTER OF UNDERSTANDING**

### **# TWELVE (12)**

#### **Union Office**

The Company agrees to provide the Union with **an** office in the Plant for its use.

The Union agrees that it will be used in compliance with the relevant articles in this agreement.

The office will remain locked when not in use and the key will be made available to the Union Resident or his designate from Human Resources.

BETWEEN:

Kubota Metal Corporation  
 Hereinafter referred to as "the Company"

and

U.S.W. Local 9393  
 Hereinafter referred to as "the Union"

- The parties herein agree to the terms of this memorandum as constituting full settlement of all matters in dispute.
  - The undersigned representatives of the parties do hereby agree to recommend complete acceptance of all the terms of this memorandum to their respective principals.
  - The parties herein agree that the term of the collective agreement shall be from January 1, 2005 to December 31, 2007.
  - The parties herein agree that the said collective agreement shall include the terms of the previous collective agreement which expired on December 31, 2004, and the following amendments are incorporated:
    - All matters previously settled and agreed to by the parties prior to the date of this Memorandum of Settlement, as per Schedule A, attached.
    - The parties agree to extend the stakeholder deadline ~~to May 17, 2005~~ to May 17, 2005.
- Signed at Orillia, Ontario,  
 this 6th day of May, 2005.

For the Union
For the Company

J. Charlett  
St. Bar.  
Konfiter

Bob Kral  
James Mike  
B. Horv