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COLLECTIVE AGREEMENT

FOR
HOURLY EMPLOYEES
BETWEEN

Olsen

ECR INTERNATIONAL LTD.
OLSEN DIVISION

RECEIVED
APR 23 2003

USA

UNITED STEEL WORKERS
OF AMERICA
LOCAL NO. 8222
2002

116 38 (03)

“ECR International Ltd. - Olsen Division Priorities”

- 1. Health & Safety*
- 2. Customer Satisfaction*
- 3. Productivity*
- 4. Profitability*
- 5. Flexibility*

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**MASTER
COLLECTIVE LABOUR AGREEMENT**

PREAMBLE

This Agreement made and entered into this 7th day of January, 2003 and effective the 1st day of March, 2002 between ECR International Ltd. – Olsen Division, Wallaceburg, Ontario, hereinafter called the “Company” of the First Part and the United Steelworkers of America, on behalf of its Local 8222 hereinafter called the “Union” of the Second Part.

ARTICLE I PURPOSE

- 1.01 This Agreement is entered into for the purpose of promoting and continuing the existing good relationship between the Company and the employees to assure efficient and uninterrupted operations, to provide a working environment which will ensure a quality product at the lowest cost to the Customer, to provide machinery for the prompt and equitable disposition of grievances, to establish and maintain satisfactory working conditions, hours of work, wages and salaries for all employees who are subject to the provisions of this Agreement.
- 1.02 In this Agreement, words using the masculine gender include the feminine; the singular includes the plural, and the plural, singular where the text so indicates.

ARTICLE II RECOGNITION

- 2.01 The Company recognizes the Union as the sole collective bargaining agent for all employees of the Company in Chatham-Kent and in, Lambton, Elgin or Essex Counties, save and except for the plant or office supervisors, persons

above the rank of supervisor, and sales staff (such as sales representatives, sales promotion and public relations, sales technicians, etc.) cost accountant, buyer and confidential secretaries who report to managerial positions.

- 2.02 The terms and conditions set forth in this Agreement shall have full force and effect for all employees in the bargaining unit as described in the preceding paragraph.
- 2.03 (a) "Employee" as used in this Agreement shall mean those persons who have attained seniority and who are members of the bargaining unit described in Article 2.01.
- 2.03 (b) "Probationary Employees" as used in this Agreement shall mean those persons who have not attained seniority and who are working in hourly rated and/or salaried positions within the bargaining unit described in Article 2.01. Probationary employees will only be subject to the terms and conditions of Article 5.02, Article VIII, Article IX, Article 13.06, Article 27.01, Article XIX" and Schedule A1". The discipline or discharge of a probationary employee shall be at the sole discretion of the Company.
- 2.04 The Engineering Department will be permitted to perform bargaining unit work as part of their job responsibilities. Management employees are permitted to perform bargaining unit work for the purpose of instructing and training bargaining unit employees and/or when it is necessary to resolve a production problem and/or in the event of an emergency. It is not the intent of this clause to eliminate bargaining unit work nor to eliminate the need for overtime.

ARTICLE III NO DISCRIMINATION

3.01 The Company and the Union agree that there shall be no discrimination intimidation, interference, restraint or coercion exercised or practiced by either of them or by any of their representatives or members against any employee because of race, creed, colour, age, sex, nationality, ancestry, place of origin, disability, sexual preference, Union membership or Union activity.

ARTICLE IV MANAGEMENT RIGHTS

4.01 The Union recognizes and acknowledges that the management of the plant and direction of the working force are fixed exclusively in the Company and, without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Company to:

- (a) maintain order and efficiency;
- (b) hire, promote, demote, classify, transfer, suspend and rehire employees, and to discipline or discharge any employee for just cause provided that a claim by an employee who has acquired seniority that he has been discharged or disciplined without just cause may be the subject of a grievance and dealt with as hereinafter provided;
- (c) make, enforce and alter from time to time, appropriate rules and regulations to be observed by the employees provided, however, that any dispute as to any application of such rules and regulations may be subject to the grievance procedure of this Agreement.

The Company will discuss with the Union Executive

or their representatives any changes in the Rules and Regulations prior to issuance.

- (d) determine the nature and kind of business conducted by the Company, the kinds and locations of plants, equipment and materials to be used, the control of materials and parts, the methods and techniques of work, the content of jobs, the schedule of production, the number of employees to be employed, curtailment or cessation of operations or any part thereof, and to determine and exercise all other functions and prerogatives which shall remain solely with the Company except as specifically limited by the express provisions of the Agreement.
- 4.02 Without limiting the generality of the foregoing provisions, it is expressly understood and agreed that breach of any of the plant rules, or any of the provisions of this Agreement, shall be conclusively deemed to be sufficient cause for discipline or dismissal of any employee; provided that nothing herein shall prevent an employee going through the grievance procedure to determine whether or not such a breach actually took place.
 - 4.03 The Company agrees to meet with the Union Executive Committee for discussion prior to contracting out manufactured goods and/or prototyping.
 - 4.04 The Company agrees to give individual employees advance notice where their job classifications are affected by technological change. The Union Executive Committee will be given a copy of such notice.
 - 4.05 The Company agrees that none of the rights set forth in this Article will be exercised in a manner inconsistent with

the provisions of this Agreement.

ARTICLE V UNION SECURITY

- 5.01 The parties hereto mutually agree that every employee, who as of the date of this Agreement, is a member and all new employees shall remain a member of the Union in standing for the life of this Agreement.
- 5.02 The Company shall deduct from the earnings of each employee and probationary employee, in each week, Union dues in the amount certified by the Union to the Company to be currently in effect under the Union's constitution. Such weekly deductions shall be remitted to the officer designated by the Union by the seventh(7th) day after month end. On a monthly basis, the Company will furnish the Union with a list showing the employees who have been hired, terminated, laid off, recalled or transferred out of the bargaining unit, and the dates on which employees have been recalled or laid off. Such list will indicate the name, clock number, and classification of the employees concerned. In the case of new employees who have been hired for full time employment, the Company will furnish the Union with the hiring date and local address. Any change of an employee's address will also be supplied, subject to the employee's responsibility under Clause 13.10 of the Collective Agreement.
- 5.03 Each new employee on his date of hire will be introduced by a supervisor to the Local Union President and the appropriate Union Steward.
- 5.04 New employees will be given a copy of the collective Agreement and Company Rules and Regulations on the date of hire. A National Life Benefit Booklet, a copy of

the CWIPP Pension Plan Booklet and other documents and information will be issued at the day seniority is attained.

ARTICLE VI COMMITTEE PERSONS AND STEWARDS

6.01 The Union may appoint one (1) steward per department per shift.

The Union will notify the Company in writing of the names of the Union President, the grievance committee, stewards, and Health and Safety Committee members.

For the purpose of meeting with management representatives, the grievance committee will consist of not more than three (3) of the above listed committee members, designated by the Union, plus a staff representative, if requested by either the grievance committee or the Company.

The Union President, grievance committee persons, executive committee members, stewards and the grievor will not lose pay for time spent attending meetings with management representatives, or in the resolution of grievances with management representatives up to and including the third step of the grievance procedure.

In no instance will the Company schedule a third (3rd) step grievance meeting without first providing up to one half (1/2) hour for the grievance committee to prepare for the third (3rd) step grievance meeting.

The Company will provide up to one half (1/2) hour, if requested by the grievance committee, for the grievance committee to consider the third (3rd) step grievance answer, in those circumstances only where the grievance is denied.

In those circumstances where management representative(s) request a steward, grievance committee member, executive committee person and the grievor to meet outside of their regularly scheduled hours, the Company will make appropriate payment for time thus spent.

Notwithstanding the above, the first (1st) and second (2nd) step grievance meetings will be held on the shift on which the grievor is working. The third (3rd) step grievance meeting will be held during the day shift. Anyone from the off shift who attends will be paid at regular hourly rate for the time spent at the meeting.

- 6.02 A grievor will not be unreasonably denied time to meet with his steward. A request of a grievor to see his steward will be complied with within two (2) hours. When the Union President, grievance committee member, executive committee member, or a grievor is required to leave his job or department to attend to a grievance or the administration of the Collective Agreement and/to meet with management representatives they shall first request permission from the Plant Manager or his designated representative. The Plant Manager or his designated representative will accommodate the request within a reasonable period of time not to exceed 2 hours. That employees request to see his steward will be relayed as soon as possible.
- 6.03 The Company agrees to supply the Union with the names of the Company representatives responsible for the administration of the Collective Agreement, and keep such list up-to-date, as required.
- 6.04 The Company will be under no obligation to provide time or reimbursement for time spent by bargaining unit

personnel including Union representatives to perform Union business during their regular scheduled shift except as provided under the terms of this Collective Agreement.

ARTICLE VII UNION REPRESENTATIVE

- 7.01 If a staff or other authorized Union representative who is not employed by the Company wants to speak to local Union representatives in the plant about a grievance or other official Union business, he shall advise the Plant Manager who shall then call the local Union representatives to the Union office where they may confer privately. These talks will be arranged through the Plant Manager so that they will not needlessly interfere with production.

ARTICLE VIII GRIEVANCE PROCEDURE

- 8.01 The parties to this Agreement are agreed that it is of the utmost importance to adjust complaints and grievances concerning the interpretation of alleged violation of the Agreement as quickly as possible.
- 8.02 No grievance shall be considered where the circumstances giving rise to it occurred or originated more than five (5) full working days before the filing of the grievance.
- 8.03 Grievances properly arising under this Agreement shall be adjusted and settled as follows:

Step No. 1

The aggrieved employee shall present his grievance orally to his immediate supervisor. He shall have the assistance of his Union representative if he so desires. The immediate supervisor shall give his decision within two (2) working days following the presentation of the grievance to him. If

the immediate supervisor's decision is not satisfactory to the employee concerned, then the grievance may be presented as follows:

Step No. 2

Within two (2) working days after the decision is given at Step No. 1, the aggrieved employee shall with the assistance of his Union representative present the grievance (which shall be reduced to writing on a form supplied by the Union and approved by the Company) to the Plant Manager, or his designated representative, who shall consider it in the presence of the grievor and his Union representative within five (5) working days of receipt of such grievance, provided the grievance expressly refers to but not limited to the specific clause or clauses of the Collective Agreement that are alleged to have been violated. In matters dealing with group grievances, a single representative from amongst the grievors will be selected by the Union representative to represent the grievors at the grievance presentation. The Plant Manager or his designated representative shall render his decision in writing to the Union representative within five (5) working days following the presentation of the grievance to him. The aggrieved employee and/the Union representative may make the decision to abandon the grievance upon receipt of the Plant Manager's decision. In those circumstances where the Union representative is not satisfied as to the decision he may refer the matter to the three (3) member grievance committee. A meeting of the grievance committee to hear the facts of the grievance will be held, with or without the grievor, in the presence of the Union representative handling the grievance within three (3) working days of receipt of the decision from the

Plant Manager. Should the grievance committee decide to advance the grievance, the grievance may be presented as follows:

Step No. 3

Within five (5) working days after the decision is given by the Plant Manager under Step No. 2, the grievance committee may submit the grievance to the President or his designated representative, who shall meet with the grievance committee and such other persons as Management may desire within ten (10) working days to consider the grievance. The Union has the right to have either the grievor or the Union representative who handled the grievance attend the third (3rd) step grievance meeting. At this stage, they may be accompanied by a full time representative of the Union if his presence is requested by either the grievance committee or the Company. The President or his designated representative will render his decision in writing within five (5) working days following such meeting.

- 8.04 If final settlement of the grievance is not reached at Step No. 3, and if the grievance is one which concerns the interpretation or alleged violation of the Agreement, then the grievance may be referred in writing by either party to an Arbitrator as provided in Article IX below at any time within thirty (30) calendar days after the decision is given under Step No. 3 and if no such written request for arbitration is received within the time limits, then it shall be deemed to have been abandoned.
- 8.05 Group grievances shall commence with the Second Step of the Grievance Procedure, with strict adherence to the

terms of the Second Step of the Grievance Procedure.

- 8.06 Policy grievances, a Union claim that a cessation of work constitutes a lockout, or grievances dealing with suspension or discharge shall commence with the Third Step of the Grievance Procedure, with strict adherence to the terms of the Third Step of the Grievance Procedure.
- 8.07 In a grievance involving a suspension from work or a discharge of an employee, such grievance meeting must be held within five (5) working days and the answer must be given within five (5) working days of such grievance meeting or the grievance will be settled in favour of the grieving party.
- 8.08 The time limits foreseen at the various steps of the Grievance Procedure may be extended by mutual consent in writing by both parties.

ARTICLE IX ARBITRATION

- 9.01 Failing a satisfactory settlement in Step No. 3 of the Grievance Procedure, it shall be the responsibility of the party desiring Arbitration to so inform the other party, in writing, within thirty (30) calendar days after the President or his designated representative's written response.
- 9.02 A notice of intent to Arbitrate, with a sole Arbitrator, shall contain a list of three (3) Arbitrators for consideration. Within five (5) working days from the receipt of the list of recommended Arbitrators, the other party will either accept one (1) Arbitrator from the list, or submit a list of three (3) Arbitrators to the aggrieved party for consideration. If no single Arbitrator can be agreed on from this list within five (5) working days, either party may request the Ontario Minister of Labour to name an Arbitrator.

- 9.03 The sole Arbitrator will set a date for the hearing, within reasonable time delays, to permit both parties to present their case and will render a decision as soon as possible after the completion of hearing all evidence.
- 9.04 The decision of the sole Arbitrator shall be final and binding upon both parties. The sole Arbitrator shall be restricted in the award to the provisions of this Collective Agreement, and shall not in the award add to, delete from, or otherwise alter or amend any provisions of the Agreement, or deal with any matter not covered by this Agreement.
- 9.05 The parties will equally bear the fees and expenses of the sole Arbitrator. Any witnesses called by the parties will be at their individual expense.
- 9.06 Any extension of the time limits may be made by either party by mutual consent, in writing, or by the sole Arbitrator who will advise the parties in writing.

ARTICLE X MANAGEMENT GRIEVANCES

- 10.01 Any grievance instituted by Management may be referred in writing to the grievance committee within five (5) working days of the occurrence of the circumstances giving rise to the grievance, with a copy to the Local Union President. This grievance shall commence with the third (3rd) step. If there is no settlement at Step No. 3, then Article IX will apply.

ARTICLE XI DISCHARGE AND DISCIPLINE

- 11.01 (a) In the event it becomes necessary to present a written notice of warning (verbal warning excluded), suspend or discharge an employee, the Company will arrange to have the employee's steward present at such meeting.

- (b) A claim by an employee who has completed the probationary period that he has been discharged without just cause shall be treated as a grievance if a written statement of such grievance is lodged at Step No. 3 of the grievance procedure within five (5) working days after the employee ceases working for the Company. Such special grievances may be settled by:
 - (a) confirming the Management's action in dismissing the employee; or
 - (b) reinstating the employee with full compensation for time lost; or
 - (c) any other arrangement which is just and equitable in the opinion of the conferring parties or the Arbitrator.
 - (d) Prior to leaving the plant, the discharged employee shall be given the opportunity to meet in the Union office with the Local Union President or his designated representative for a reasonable period of time, not to exceed up to thirty (30) minutes. Any additional time required may be requested from the Plant Manager (President) or his designated representative.

11.02 Disciplinary Action Notices

Each disciplinary action given to an employee will remain in effect on the employee's personnel record for a period of twelve (12) months from the date of such disciplinary action.

ARTICLE XII NO STRIKES - NO LOCKOUTS

12.01 In view of the orderly procedures established by this

Agreement for the settling of disputes and the handling of grievances, the Union agrees that, during the life of this Agreement, there will be no strike, picketing, slow down for any reason or stoppage of work, either complete or partial and the Company agrees that there will be no lockout.

- 12.02 The Company shall have the right to discharge *or* otherwise discipline employees who take part in or instigate any strike, picketing, stoppage or slow down at ECR International Ltd. – Olsen Division, but a claim of unjust discharge or discipline may be the subject of a grievance and dealt with as provided in Article XI above.

ARTICLE XIII SENIORITY

- 13.01 Seniority, as referred to in this Agreement, shall mean length of continuous service in the employ of the Company and shall be on a plant-wide basis.
- 13.02 The parties recognize that job opportunity and security shall increase in proportion to length of service. It is, therefore, agreed that in all cases of job posting, extended (five (5) working days) layoff and recall, the employee with the most seniority shall be entitled to preference, provided he has the qualifications, skill and physical ability to do the job.
- 13.03 Employees who may be displaced from their classification as a result of an extended (one (1) week or more) layoff, may bump any junior employee in any classification where they have either previously held the classification or where they have obtained upgraded skills while in the employ of the Company to enable them to perform the job at satisfactory levels after a three (3) day training period.

This three (3) day training period will relate to any job classification listed in the General Labour Category of Schedule "A".

At the expiration of the three (3) day period the employees who fail to perform the job at a satisfactory level will be laid off without further notice being required. Such employees will be recalled when work in their posted classification becomes available.

In the event of a disruption in manufacturing and/or the office for any reason, the Company may send employees home out of line of seniority. If the occurrence is during the employee's shift and he is sent home, the Company may waive seniority for the balance of that day. If the occurrence takes place prior to the employee's shift, then the Company can only waive seniority for that day.

In any layoff of five (5) days or less, the Company will not be required to provide employees with any training. However, employees affected who wish to exercise their seniority rights during a layoff of more than one (1) day to a maximum of five (5) days must be capable of performing the job at a satisfactory level.

13.04 Layoff Notice

In the event of an extended (five (5) working days) layoff, every employee who has attained plant wide seniority who is affected, shall be given either one (1) week's notice in advance, or one (1) week's pay in lieu of notice at his appropriate rate of pay. The Company shall provide the Union with five (5) days notice of such pending layoffs, except in those circumstances beyond the control of the Company. The Company agrees to provide to the Union

Present a copy of layoff letters on the date of announcement, where such layoffs are for a period of one (1) week or more. The Union will be provided with a listing identifying the employees being laid off or recalled prior to the date of layoff or recall.

If the layoff is expected to exceed thirteen (13) weeks, then notice as provided under the Employment Standards Act shall be given to affected employees.

13.05 An employee on extended (one (1) week or more) layoff will be recalled to work subject to Clause 13.01, 13.02 and 13.03. Employees will be recalled as follows:

- to their regular classification provided a vacancy exists;

if no such vacancy exists,

- to the available work subject to Clause 13.01, 13.02 and 13.03;

- when a vacancy in the employee's regular classification subsequently exists, the employee will be reassigned to his former classification;

- when all employees have been relocated to their original classifications, then the job posting provisions of the Collective Agreement will apply for any additional manpower requirements in any classification.

13.06 (a) Seniority of each employee covered by this Agreement shall be established after a probationary period of sixty (60) days worked and shall count from date of employment. However, benefits will start at 45th day.

(b) The Company and the Union agree that:

- (1) a “day worked” is eight (8) hours;
 - (2) any “day worked” that is scheduled for less than eight (8) hours, or shortened by the Company to less than eight (8) hours, including any weekend days scheduled at or shortened to less than eight (8) hours, is also a “day worked”;
 - (3) any part of a “day worked” when an employee is unable to complete such day due to occupational sickness or accident, for the first day only, is also a “day worked”.
- (c) Seniority shall accumulate in the following circumstances only:
- (i) after completing the probationary period;
 - (ii) when off work due to layoff, or occupational or non-occupational sickness or accident, except that, if such employee does not return to work within thirty (30) consecutive calendar months or the length of the employee’s seniority, from the date of layoff, or occupational or non-occupational sickness or accident, whichever is the shorter, he will lose his seniority and his employment will be terminated;
 - (iii) when off work due to Company approved personal leave of absence;
 - (iv) when absent on vacation with pay or on plant holidays;
 - (v) when actually at work for the Company.
- 13.07 The separate seniority lists for the office and the plant hourly employees will be revised as required but at least on a

quarterly basis; a copy of the seniority lists will be posted in the plant and office and a copy given to the Union.

- 13.08 Seniority shall terminate and an employee shall cease to be employed by the Company when he:
- (a) Voluntarily quits his employment with the Company;
 - (b) Is discharged and is not reinstated through the grievance procedure or arbitration;
 - (c) When off work due to layoff, or occupational or non-occupational sickness or accident for a period of time equal to thirty (30) months, or the length of the employee's seniority, whichever is the shorter;
 - (d) If an employee has been laid off due to lack of work, and does not return to work within five (5) working days, after being contacted personally to report to work; when the employee cannot be contacted, the Company will notify the employee by Registered Mail, to his last known address, and he will be allowed no more than eight (8) working days, from the registration date of such notification, to report for duty. The Union will be given a copy of the registered letter within one (1) working day of the date of registration;
 - (e) Fails to return to work upon the termination of an authorized leave of absence or fails to secure an extension;
 - (f) If an employee is absent from work for three (3) consecutive working days and does not report his absence during this period;
 - (g) Upon retirement.

- 13.09 Employees transferred to a position outside the bargaining unit, after the signing date of this Collective Agreement, may, at the discretion of the Company and the Union membership and the employee, be transferred back to the bargaining unit with full Company seniority attained at the time of his transfer out of the bargaining unit.
- 13.10 It shall be the duty of each employee to notify the Company promptly of any change of address and telephone number, listed or unlisted, in writing on the form provided by the Company. Notice required by the Company shall be deemed to be given, if forwarded to the employee at the last address of which the Company had notice. If an employee fails to do so, the Company will not be responsible for failure of any contact to reach such employee.

13.11 (a) **Short Term Absenteeism**

Employees who have not received prior approval from their Supervisor to be absent from work, must notify the Company on their first day of such absence. Where it is expected to exceed one (1) working day, the employee shall also advise the Company of the expected length of the absence.

In order for an employee's absence to be excused for medical reasons the employee will be required to supply a certificate from a physician or Registered Nurse Practitioner stating that the employee's absence was for medical reasons. **All** other absences will be unexcused, unless prior permission has been obtained.

(b) **Occupational and Non-Occupational Sickness and Accident**

An employee off work due to an occupational or non-

occupational sickness or accident will be required to provide a certificate from a physician stating that he is fit to return to work.

- (c) The Company & Union will support a Modified Work Program in the workplace that will satisfy all present & future Return to Work legislation.

13.12 **Preferred Seniority**

- (a) The five (5) members of the Union Executive Committee and Worker Representative Co-Chairperson of the Joint Occupational Health and Safety Committee shall, subject to the procedural provisions of Clause 13.02 and 13.03 of the Collective Agreement, have preferred seniority status for layoff, provided that they have acquired at least one (1) year of seniority.

The Company recognizes the importance of having a Worker Representative present at any Health and Safety investigation. Therefore, it is agreed that if the Company is made aware that the Worker Representative is going to be absent from work and the other Union member of the Joint Health and Safety Committee is laid off, that member will be recalled to work.

In any event, if the Union Health and Safety Committee member is unavailable, the Company will have a steward or Union Executive Committee member present for any complaint or investigation.

When there is an afternoon and/or midnight shift in effect, the terms of the first paragraph of this Clause, except as noted below, will apply for one (1) steward

and one (1) safety representative, only, from the classifications on the shift. When the afternoon and/ or midnight shift is not in effect, preferred seniority will not apply for these positions.

In addition, preferred seniority will not apply for these positions during periods of Physical Inventory taking.

In order for this Clause to apply, the Union must advise the Company in writing as to their appointees. Employees who act as alternates for these positions will not have preferred seniority status for any layoff.

- (b) Employees who hold office as a worker representative on the Joint Occupational Health and Safety Committee shall not be a member of the Grievance Committee. Management representatives who administer the second (2nd) and third (3rd) steps of the grievance procedure shall not hold office as a management representative on the Joint Occupational Health and Safety Committee. Worker representatives on the afternoon and midnight shifts will not be required to attend the Joint Occupational Health and Safety Committee meetings unless invited to do so by mutual agreement of the Worker Representative Co-chairperson and the Company Co-chairperson.
- (c) If any member of the grievance committee is laid off, they will be paid for any time spent attending grievance meetings with the Company or preparing for such meetings. This preparation must be done on plant premises and must conform to Article 6.01. Notwithstanding the above, they will be paid a minimum of two (2) hours at their regular non-overtime rate of pay.

13.13 Job Posting

- (a) Every vacancy for a position of more than one (1) month's duration and for every newly created position, shall be posted for three (3) working days on the special bulletin board supplied for Union purposes. An employee desiring the position must make application in writing to Management during the three (3) day posting period to qualify for consideration. Subject to provisions of Clauses 13.01, 13.02 and 13.03 the senior employee shall be given the appointment. The subsequent job vacancy, if any, created by successful job bidding will be posted. Any subsequent job vacancy, if any, will be filled at the discretion of the Company. Senior employees who are off work during the posting period and who have advised the Company as to their intention to return to work within twenty (20) working days as of the date of the posting will be considered as applicants for the job posting.

The Company will provide the Union with a list of the names of the posting applicants, the name of the successful applicant(s) and any subsequent moves, if any, within five (5) working days of the completion of the posting period.

- (b) Employees shall be permitted to bid for a higher, lower, or lateral classification, except that the successful regular employee shall be entitled to only one (1) such transfer every six (6) months as a result of obtaining such job transfer by job posting, unless waived by the Company. Employees exercising their rights under this Clause who are the successful applicant and subsequently decline the movement to this

vacancy shall not be entitled to job posting rights for a six (6) month period. This will not apply if an employee wishes to decline his rights in writing during the three (3) working day posting period.

- (c) The Company agrees that successful candidates of the job posting provision of this Agreement will not be required to be tested for any of the classifications designated as General Labour in Schedule "A".

It is agreed and understood by the Union that all other jobs may require some form of testing.

The test will be reviewed with the Union President or his designate. Upon completion of the test, the Union President or his designate will be provided with a copy of the employee's results and test document for review.

- (d) The employee accepted as successful job posting applicant, pursuant to this Article(13.13), will be given a training period and will be given the opportunity to demonstrate their ability to perform the job efficiently within a five (5) working day training period. This period may be extended by mutual agreement between the Company and the Union. The employee will receive the rate of pay of the job to which they have bid during this job instruction.
- (e) An employee will have the right to decline the new job at any time during the training period, or should an employee not qualify at the conclusion of the training period, they will revert back to their former job and rate of pay. Such training periods shall not count as a movement for the purposes of Article 13.13 (b) if they do not qualify at the conclusion of the trial

period.

- (f) Only after the employee has successfully completed this trial period will the employee's former job be posted.
- (g) Temporary Transfer – No employee will hold more than one (1) back up classification at any time. Employees will receive the rate of pay for the classification when working as a back up in that classification.

13.14 If the Company is to relocate in the municipalities of Essex, Chatham-Kent, Elgin, Middlesex or Lambton, the affected seniority employees will have first priority to transfer to the new location. It is understood that the affected employees will be given one (1) opportunity to transfer with employment to the new location, the decision to accept or reject this employment offer must be made by the employee within thirty (30) days from the date of offer.

13.15 The Company will provide severance as required by the *Employment Standard Act*.

ARTICLE XIV TEMPORARY TRANSFER

- 14.01 (a) An employee temporarily assigned, at the direction of the Company, to a classification other than his classification, shall be paid for a minimum of one (1) hour at the higher of his regular base hourly rate of pay or the rate of the job to which he is transferred.
- (b) A transfer shall be considered temporary, providing it does not exceed thirty (30) working days; and during this period, will not be subject to the seniority provisions of the Agreement. If such transfer exceeds

this period, it will be declared as a permanent vacancy and posted for Job Posting.

- (c) Vacant jobs created as a result of illness, occupational accident or leave of absence, shall not be posted as permanent vacancies and may be filled at the discretion of the Company on a temporary basis, for the duration of the illness, occupational accident or leave of absence. Such job vacancies will not be subject to the seniority provisions of the Collective Agreement during this period.
- (d) If the temporary vacancy exists after the third (3rd) day, the most junior qualified employee will be assigned to this vacancy subject to the terms of this Article provided the more senior qualified employee to whom the work was originally assigned does not wish to continue the assignment for the duration of the temporary vacancy.

14.02 An employee, who for the convenience and benefit of the Company, is temporarily transferred to another job due to a breakdown of machinery or other like cause shall be paid his rate or the applicable rate of the job to which he has been transferred, whichever is higher.

ARTICLE XV LEAVE OF ABSENCE

15.01 (a) A formal leave of absence without pay for a good reason acceptable to the Company, may be granted, provided such leave does not unreasonably interfere with the efficient operation of the plant/office, and such written application is made to the Plant Manager or his designated representative at least five (5) working days prior to the leave of absence, and written

approval is obtained from the Plant Manager or his designated representative.

- (b) Employees may be granted at the discretion of the Company, an extension of the leave of absence granted under Clause 15.01 (a), of up to one (1) additional calendar month provided such extension of leave of absence is requested in writing to the Plant Manager or his designated representative at least five (5) working days prior to the termination of the initial leave of absence, and such written approval is obtained from the Plant Manager or his designated representative prior to the termination of the initial leave of absence.

15.02 The Union will be notified of all leaves granted under this section.

15.03 Leave To Attend Union Business

- (a) An employee who has been elected or appointed by the Union to attend to Union business shall be granted a leave of absence without pay, at no cost to the Company, up to one (1) calendar week, for this purpose; provided that written application is made to the Plant Manager or his designated representative at least five (5) working days prior to the leave of absence, and written approval will be given by the Plant Manager, or his designated representative. A maximum of three (3) plant and/or one (1) office employees will be granted leave under this Clause at any one time. The approval for office employee leave must be given by their direct supervisor and follow the time guidelines as designated by this clause. Such leave of absence shall not exceed thirty (30) working days per

year, per employee. This clause does not relate to regular monthly union meetings, arbitration hearing dates for Local 8222 nor to negotiating committee members.

- (b) Where the Union requests leave for more than one group leader at the same time, for a period of more than one (1) day, such requests shall be made in writing ten (10) working days in advance and must be approved by the Plant Manager, whose approval will not be unreasonably withheld.

15.04 Leave For Union Staff

The Company shall grant an employee a leave of absence without pay and without benefits for a maximum period of two (2) years for Union business provided that:

- (i) such requests are made in writing by the Staff Representative to the President or his designated representative at least ten (10) working days prior to the leave of absence, and written approval is obtained from the President or his designated representative;
- (ii) such leave shall be at no cost to the Company and;
- (iii) such leave shall be for a minimum period of five (5) working days in duration.

ARTICLE XVI SAFETY AND HEALTH

16.01 Objective

The parties desire to maintain high standards of safety and health in the plant and agree to co-operate in the continuing objective of eliminating unsafe conditions, unsafe acts and health hazards in order to prevent industrial injury and illness.

16.02 **Safety Shoes**

- (a) All hourly rated employees and those salaried employees whose jobs require regular attendance in the plant will be required to wear Company approved Standard Safety Shoes as a condition of employment. The Company will pay up to eighty-five (\$85) dollars for Company approved safety shoes, once in a twelve (12) month period.
- (b) Probationary employees after 45 working days will be eligible to be reimbursed for Safety Shoes as provided in Clause 16.02 (a).
- (c) Safety Shoes proven to the Company to be damaged on the job will be replaced by the Company. The Company at it's sole discretion will implement it's right to prorate the cost of the replacement shoes where there is evidence to demonstrate that the shoes have been worn out through normal usage.

16.03 **Safety and Prescription Glasses**

- (a) All hourly rated employees and those salaried employees whose jobs require regular attendance in the plant will be required to wear Company approved standard safety glasses as a condition of employment. The Company will pay up to one hundred and forty dollars (\$140.) for Company approved prescription safety glasses and standard safety frames, if necessary, as determined by a certified change in prescription, every twenty-four (24) months. The Company reserves the right to suggest the Optician and/Optomtrist where the prescription safety glasses may be purchased.

- (b) Probationary employees after 45 working days will be eligible to be reimbursed, if required, for Prescription Safety Glasses as provided in Clause 16.03 (a).
- (c) Prescription Safety Glasses proven to the Company to be damaged on the job will be replaced by the Company at no cost to the employee.

16.04 Safety Equipment and Devices

The Company will determine and provide safety equipment and devices as required for the safety and health of an employee, such as aprons, and sleeves for welders, ear-plugs, etc. All employees required to wear such safety equipment and devices will do so as a condition of employment.

ARTICLE XVII COPIES OF AGREEMENT

17.01 The Company and the Union desire every employee to be familiar with provisions of this Agreement and his rights and duties under it. For this reason, the Company shall print the Agreement and the Management will give a copy to each employee and provide a further one hundred (100) copies in booklet form to the union executive. The Company agrees to provide copies of contract amendments to Unionized employees.

17.02 The Company agrees to provide a joint Collective Agreement for the Hourly and Office bargaining units while maintaining the uniqueness, distinctiveness, and integrity of each bargaining unit.

17.03 Bulletin Boards

The Company agrees to provide the Union with bulletin

boards in the plant and office for the purpose of posting Union notices and official papers. Notices will be posted only by officers of the Union and will be in keeping with the spirit and intent of this Agreement. It is agreed, however, that such notices must first be approved by Company Management.

- 17.04 The Company will allow the Union to use the office currently designated as “the union office” for the duration of this Agreement.

ARTICLE XVIII HOURS OF WORK

18.01 Definition of Day and Work Day

A day is a twenty-four (24) hour period beginning with the start of the employee’s shift. The basic workday is eight (8) consecutive hours of work in the twenty-four (24) hour period, broken only by the established lunch and relief periods.

- 18.02 The basic workweek is made up of five (5) days, Monday through Friday.

18.03 Definitions of Shifts

- (1) A shift starting on or after 5 a.m. but before 10 a.m. is a first (or day) shift.
- (2) A shift starting on or after 10 a.m. but before 6 p.m. is a second (or afternoon) shift.
- (3) A shift starting on or after 6 p.m. but before 5 a.m. is a third (or night) shift.
- (4) The working time before a lunch period is the first half shift and the working time after the lunch period is the second half shift.

The Company will advise employees of a change of start/stop times at least twenty-four (24) hours prior to the change.

18.04 Shift Rotation

- (a) It is agreed and understood by the Union that the Company has the sole right to establish new hours of work, new or additional shifts and to rotate shifts as the need arises. Shift rotations may be effected on a plant wide basis, or by department, or by classification, or by specific job, or any combination thereof as the Company deems appropriate. An employee will be unable to exercise his seniority in order to circumvent being placed on shift rotation. The Company will advise the Union of any changes in the established hours of work, of new or additional shifts and of shift rotations.
- (b) The three (3) members of the Grievance Committee and the Worker Representative Co-Chairperson of the Joint Occupational Health and Safety Committee shall have preference for the day shift, subject to the provisions of Clause 13.02 and 13.03 of the Collective Agreement.

18.05 Day of Shift

A shift shall be considered as worked on the calendar day on which it begins. A shift that begins at twelve (12) midnight shall be considered as the third (3rd) shift of the day before.

18.06 Relief Periods

- (a) A relief period of ten (10) minutes away from work shall be provided in each full half shift.

- (b) The Company agrees to a relief period of ten (10) minutes duration for overtime of two (2) hours or more to be taken at the discretion of the Company; Saturday and Sunday excepted, where the normal relief periods apply.
- (c) The lunch period is one half (1/2) hour unpaid, to be taken at the discretion of the Company. Notwithstanding the above the lunch period will be provided after four (4) hours of the commencement of the shift but not later than five (5) hours.
- (d) In those circumstances where there is a three (3) shift operation in progress the employees affected will be provided a twenty (20) minute paid lunch period for each eight (8) hour shift.

ARTICLE XIX OVERTIME

- 19.01 The Company shall pay an employee one and a half (1.5) times his appropriate rate of pay for all hours they are required to work in excess of forty (40) hours in any seven (7) day period Sunday to Saturday inclusive.
- 19.02 (a) Overtime shall be on a voluntary basis.
- (b) For the purpose of equitable overtime, the Company will give a minimum of twenty-four (24) hours notice of weekend overtime. Any employee that refused to work due to less than twenty-four (24) hour notice will not be charged with the overtime hours as scheduled.
- (c) Overtime will be equitably distributed among employees who normally perform the work in the area on an annual basis every two (2) months. Overtime

shall be distributed among employees who have the least amount of overtime hours who are capable to perform the work. Overtime shall be kept within twenty-four (24) money hours variance at any one time. When two (2) or more employees have an equal amount of overtime, the most senior employee will have preference.

- (d) An employee who refuses to work overtime shall be charged with the overtime hours as scheduled and the overtime opportunity shall be passed to the next employee. An employee who is absent from work, but for their absence, would have been offered overtime work within his area shall have such overtime recorded as time worked.
- (e) Overtime records shall be made available to the Union on a weekly basis.
- (f) Any employee entering a classification shall take the average overtime hours.
- (g) Should the Company be unable to fill overtime requirements from within the area, all other employees within the bargaining unit shall be offered the overtime work on an equal basis based on their ability to perform the work. An employee accepting an overtime assignment shall be paid at the rate of the job which is to be performed on the overtime.
- (h) Should an employee successfully dispute the allocation of overtime, the dispute shall be resolved by the allocation of additional overtime in the future, not monetary compensation.

ARTICLE XX PAID HOLIDAYS

20.01 The following shall be considered as paid holidays under the terms and conditions of Article XX of the Collective Agreement:

| <u>2002</u> | <u>2003</u> | <u>2004</u> |
|--------------------|--------------------|------------------------------------|
| Good Friday | Good Friday | Good Friday |
| March 29/02 | April 18/03 | April 09/04 |
| Victoria Day | Victoria Day | Victoria Day |
| May 20/02 | May 19/03 | May 24/04 |
| Canada Day | Canada Day | Canada Day |
| July 01/02 | June 30/03 | July 02/04 |
| Labour Day | Labour Day | Labour Day |
| September 02/02 | September 01/03 | September 06/04 |
| Thanksgiving | Thanksgiving | Thanksgiving |
| October 14/02 | October 13/03 | October 11/04 |
| *FLOAT | *FLOAT | *FLOAT |
| (February 18/02) | (February 17/03) | (February 16/04) |
| December 24/02 | December 24/03 | December 24/04) |
| Christmas Day | Christmas Day | Christmas Day |
| December 25/02 | December 25/03 | December 25/04 (December 27/04) |
| Boxing Day | Boxing Day | Boxing Day |
| December 26/02 | December 26/03 | December 26/04 (December 28/04) |
| *FLOAT | *FLOAT | *FLOAT |
| (August 05/02) | (August 04/03) | (August 02/04) |
| December 27/02 | December 29/03 | December 29/04 |
| *FLOAT | *FLOAT | *FLOAT |
| (November 11/02) | (November 11/03) | (November 11/04) |
| December 30/02 | December 30/03 | December 30/04 |

| | | |
|----------------------------------|----------------------------------|---|
| New Year's Eve December 31/02 | New Year's Eve December 31/03 | New Year's Eve December 31/04 |
| New Year's Day January 01/03 | New Year's Day January 01/04 | New Year's Day January 01/05 (January 3/05) |

* The dates indicated with the FLOAT days are the "Qualifying Days" under Clause 20.04 of this Article.

20.02 All employees and probationary employees who have completed 45 working days shall receive payment for such holidays based on their regular current hourly rate multiplied by the number of hours they would normally have worked on such day subject to the following conditions:

- (1) To be eligible for holiday pay, an employee must work the full work day immediately preceding such holiday and the **full** work day immediately following such holiday, unless absent with permission of the Company, or with a doctor's certificate of illness or has a valid excuse for lateness.
- (2) If a holiday falls on a vacation period, the employee shall be allowed an additional day's vacation with pay.
- (3) If any employee works on one of the above named paid holidays, he will receive payment at time and one-half (1.5) for the time actually worked by him, in addition to receiving his holiday pay, with the exception of Christmas Day, Boxing Day, New Year's Day, and Good Friday which will be paid at two (2) times the job rate for the time actually worked.
- (4) An employee will be paid for a paid holiday only if
 - (a) He has been laid off, within eight (8) calendar days prior to the recognized paid holiday.

- (b) He commenced a non-occupational, certified illness or injury or commenced a claim on W.S.I.B., within eight (8) calendar days prior to the recognized paid holiday. Payment for any such holiday will be the difference between the daily amount received for W.S.I.B. or Weekly Indemnity and his base daily amount of payment for the paid holiday. Such employees will be required to present the Company with a doctor's certificate.
- (c) He commenced approved leave of absence from the Company, within eight (8) calendar days prior to the recognized paid holiday.

It is understood and agreed by the Union that probationers who have not completed 45 working days are not entitled to pay for any paid holiday.

20.03 If any of the above holidays fall on a Saturday, the preceding Friday will be considered the holiday and if any of these holidays fall on a Sunday, the following Monday will be considered the holiday. This can be changed by mutual agreement.

20.04 (a) Seniority employees and probationary employees who have completed 45 working days and have worked in the plant on Heritage Day, Civic Holiday and Remembrance Day will qualify for payment of one (1) float day for each of the qualifying days they have worked under the terms of Clause 20.02 of the Collective Agreement. Payment for these days shall be at the discretion of the employee. They may (1) opt for payment for the float during the pay period in which it occurs or (2) opt to leave payment until the Christmas period. An employee who chooses option

(2) and is subsequently laid off prior to the Christmas period shall receive their payment of monies at the time of layoff.

- (b) An employee that elects option (1) from Article 20.04 (a) will not be deemed to have worked in excess of forty (40) hours in the seven (7) day period as specified by Article 19.01. All floater day hours will be paid at regular time.

ARTICLE XXI VACATION

- 21.01 Each employee shall be entitled to an annual vacation with pay in accordance with the employee's length of service as specified in this Article.
- 21.02 For the purpose of determining vacation pay, gross earnings shall include the following: regular wages earned while at work, overtime pay, shift premium pay, statutory holiday pay and bereavement pay. Amounts received by an employee from the Human Resources Development Canada (H.R.D.C.), the Worker's Safety & Insurance Board, the Weekly Indemnity Insurer, etc. are excluded in determining an employee's vacation pay. In addition, the calculation of vacation pay excludes the value of all benefits and the amount of the previous year's vacation pay.
- 21.03 For employees with less than one (1) year's service, vacation pay shall be four (~~4%~~) percent of the employee's gross earnings for the previous year ending June 30th.
- 21.04 An employee who at July 1st, in each year, has completed one (1) year or more of service but less than five (5) years, shall be entitled to two (2) weeks vacation with pay. Vacation pay shall be four (4%) percent of the employee's gross earnings for the previous year ending June 30th.

- 21.05 **An** employee who at July 1st, in each year has completed five (5) years or more of service but less than twelve (12) years, shall be entitled to three (3) weeks vacation with pay. Vacation pay shall be six (6%) percent of the employee's gross earnings for the previous year ending June 30th.
- 21.06 Upon the date of completion of twelve (12) years service and in each succeeding year of employment, an employee shall be entitled to four (4) weeks vacation with pay. Vacation pay shall be eight (8%) percent of his gross earnings for the previous year ending June 30th.
- 21.07 Upon the date of completion of eighteen (18) years service as of July 1st, and in each succeeding year of employment, an employee shall be entitled to four (4) weeks vacation with pay. Vacation pay shall be nine (9%) percent of his gross earning for the previous year ending June 30th.
- 21.08 Employees having a third (3rd) and fourth (4th) week's vacation must advise the Company in writing no later than March 31st as to their preference for their third (3rd) and fourth (4th) week's vacation. The Company will endeavor to, but not guarantee to, comply with the employee's preference for these weeks. In determining preference, the Company will consider the following: production requirements, departmental manpower requirements, shift requirements, classification and seniority. Those employees who do not advise the Company as to their date preference for their third (3rd) and fourth (4th) week's vacation by March 31st will have their dates selected for them by the Company. The Company will advise employees concerning their vacation date by April 15th. Notwithstanding the above, employees who are on layoff as of March 31st shall

advise the Company of their vacation request within five (5) working days of their return to work.

- 21.09 Those employees are entitled to two (2) week's vacation or more shall take two (2) weeks of their vacation entitlement during the annual plant shutdown unless mutually agreed to otherwise by the Company and the employee concerned. The Company reserves the right to have a three (3) week annual plant shutdown. The Company is to advise the dates by March 1st.
- 21.10 Employees placed on extended layoff (expected to be thirteen (13) weeks or more) will be paid vacation monies due to them within ten (10) working days of such layoff. In the event a person on extended layoff is recalled to work, the employee will take or will be deemed to have taken a minimum of two (2) weeks vacation at shutdown as defined by Article 21.09. Employee's having a third (3rd) and fourth (4th) week's vacation shall advise the Company of their vacation request within five (5) days of their return to work.

ARTICLE XXII SHIFT PREMIUMS

- 22.01 (a) A shift premium of forty (\$0.40) cents shall be paid each employee for hours worked during a second or (afternoon) shift and fifty (\$0.50) cents shall be paid each employee for hours worked during the third (or night) shift.
- (b) Scheduled shifts which commence during one shift premium period and end in another shift premium period shall be paid only the shift premium of the commencing shift. Definition of shifts is as per Article 18.03.

ARTICLE XXIII REPORTING ALLOWANCE

23.01 An employee who has not been notified in advance “not to report to work” and who reports for his regular scheduled shift will be given at least four (4) hours work, and if no work is available he will be paid for a minimum of four (4) hours at his base hourly rate.

23.02 This obligation on the Company will not prevail:

- (1) If no work is available because of
 - (a) a power shortage or a failure of power supply;
 - (b) any other conditions beyond the control of the Company.
- (2) If the employee has not kept the Company informed of his current address and telephone number.

ARTICLE XXIV CALL-IN PAY

24.01 Where an employee has completed their shift and has left the premises of the Company and is then recalled to work in order to perform work, they shall be paid double their appropriate rate of pay for all hours worked. In no case shall they be paid for less than four (4) hours at double their appropriate rate of pay.

ARTICLE XXV BEREAVEMENT PAY

25.01 The following will apply to any employee that has completed 45 working days. In the case of death in the immediate family of an employee, the Company shall grant three (3) days leave of absence at his base hourly rate. “Immediate Family” shall include mother, father, mother-in-law, father-in-law, brother, sister, wife, husband, children and grandchildren. The Company will recognize “step”

relationships as immediate family.

An employee will be granted one (1) day bereavement leave of absence with pay, at his base hourly rate, to attend the funeral of his grandparents, spouse's grandparents, sister-in-law and brother-in-law only. Bereavement leave approval under this paragraph must be obtained in writing from his immediate supervisor, provided that it is understood that such funeral takes place during his scheduled workweek.

The employee may be required to submit satisfactory evidence to the Company in order to receive payment for bereavement leave.

ARTICLE XXVI COURT DUTY

26.01 The Company shall pay an employee or a probationary employee that has completed 45 working days who is required for jury service or is required by subpoena to appear in Court as a witness; other than a proceeding occasioned by the employee's personal affairs (i.e. divorce, child support/custody, criminal charges, etc.), based on his regularly scheduled hours at his straight time hourly rate less the payment he receives for jury service. The employee shall give notice of his selection one (1) week in advance. The employee shall present proof of service to qualify for payment under this Article.

ARTICLE XXVII WAGES

27.01 (a) During the term of this Agreement the minimum starting rate for probationary employees will be as per Schedule "A" Hourly. The Company retains the right to start a probationary employee at a rate higher

than the minimum rate except that the starting rate will not exceed the maximum rate of his classification. Upon completion of forty-five (45) days worked a probationary employee's hourly rate of pay will increase to the rate as shown in Schedule "AI"

- (b) Schedule "A" Hourly shall be part of this Agreement.

ARTICLE XXVIII BENEFITS

28.01 The Company agrees to make the necessary contributions to an insurance carrier to provide the following benefit coverages. Disputes, if any, will be between the claimant and the insurance company. The Company shall assist the employee in the presentation of his dispute to the insurance company. The Company cannot be held liable should the insurance company disallow or suspend a claim, or if a claimant fails to provide the required documentation, medical or otherwise to support this claim. The Company assumes no responsibility for any cost incurred by the claimant in obtaining the required documentation, medical or otherwise.

Employees on completion of 45 working days are entitled to the following:

(a) **Life Insurance Benefits**

Life Insurance - \$25,000 plus A. D. & D. \$25,000

Dependent Life Insurance - \$7,500

Spousal Life Insurance - \$7,500

The Life Insurance, A.D. & D. and Dependent Life Insurance as set out above for employees and eligible dependents is subject to the provisions and maximums of insured services described in the Master Policy.

28.01 (b) **Weekly Disability Benefits**

- (1) The Weekly Disability Benefits as set out below for employees is subject to the provisions and maximums of insured services described in the Master Policy:

- 1st day of disability due to injury
- 1st day of hospitalization
- 8th day of disability due to sickness
- maximum period of coverage, 28 weeks
- weekly benefits to sixty-six and two-thirds percent (66 2/3%) of regular wages up to the H.R.D.C. maximum per week

Outpatient coverage will be provided subject to normal insurance company exclusions, for the remaining term of this Agreement.

The employee shall obtain his weekly indemnity claim form from the Company. The Company will complete the policyholder's statement as required. The employee shall present the weekly indemnity claim form to his doctor for completion and shall bear full responsibility for submitting the claim form to the insurance company. Payments will be issued directly to the employee.

- (2) The Employee's share of the H.R.D.C. rebate received by the Company will be used on behalf of our employees to maintain our insurance plan at the level of the H.R.D.C. coverage.

- 28.01 (c) **Long Term Disability Insurance (Inactive)**
An amount equal to 60% of regular monthly earnings rounded to the next higher \$1.
Maximum = \$2,100
Benefits being after 119 consecutive days of total disability.
Benefit cost is 100% employee paid.
- 28.01 (d) **Health Care Benefits**
The Health Care Benefits for employees and eligible dependents is subject to the provisions and maximums of insured services described in the Master Policy and by Letter of Intent #4 (Extra Billing Coverage).
- 28.01 (e) **Dental Benefits**
The Dental Plan for employees and eligible dependents is subject to the provisions and maximums of insured services described in the Master Policy.
Dental - Diagnostic, preventative, minor restorative and minor surgical charges, subject to the Master Policy rules and reimbursement, on the Schedule of Fees of the Ontario Dental Association (O.D.A.) for the year two years prior to the year of the claim.
- 28.01 (f) **Prescription Drug Benefits**
The thirty-five cent (\$0.35) Drug Plan for drugs requiring a prescription for employees and eligible dependents is subject to the provisions and maximums of insured services of the Master Policy.
- 28.01 (g) The Company has the right to select the insurance company for **all** non-statutory employee benefits.

- 28.01 (h) The Company agrees to pay one hundred (100%) percent of the cost of these benefits with the exception of the costs of the Long Term disability insurance, outlined in clause 28.01(c) which shall be 100% employee paid.
- 28.01 (i) In order for dependents in a common law relationship to be deemed to be eligible dependents for benefit purposes there must be a minimum one (1) year continuous cohabitation. Proof of cohabitation may be required. In those circumstances where the cohabitation is not recognized in law, no dependent benefit coverage will be provided regardless of the length of the cohabitation.
- 28.02 It is agreed and understood by the Union that the insurance benefits outlined in Article XXVIII will be suspended, at the end of the month following the month of layoff, and for a personal leave of absence; and after twelve (12) months when off due to non-occupational, or occupational sickness or injury.

28.03 **Pension**

The Company agrees to contribute forty-eight (\$0.48) cents per hour worked, including statutory holiday and overtime hours, to a maximum of two thousand (2,000) hours in any contract year (vacation hours paid, excepted), on behalf of each employee who has completed one (1) year of seniority or more, to a registered pension plan to be determined by the Union. It is understood that the Company's sole responsibility regarding the Pension Plan is limited to its obligations as described herein. The Company cannot be held liable for any aspects of the Plan, nor any claim or legal action taken for or against the Pension Plan. Effective

March 1, 2002 the Company contribution shall increase to fifty-three (\$0.53) cents per hour worked. Effective March 1, 2003 the Company contribution shall increase to fifty-eight (\$0.58) cents per hour worked. Effective March 1, 2004 the Company contribution shall increase to sixty-three (\$0.63) cents per hour worked.

28.04 Skill Trade Tool Allowance

The Company will provide all skilled trades employees as designated by Schedule "A", with a tool allowance of up to four hundred dollars (\$400) annually, in order to replace worn out or broken tools normally used in the performance of their regular job. Such tools must be purchased by the skilled trades person through the Company. It should be noted that any tools or testing equipment required for new machinery will be over and above the annual tool allowance and will be paid for by the Company.

28.05 The Company agrees to the inclusion of the Substance Abuse Program (Letter of Intent #1) and it is agreed and understood that this program's continuance is at the discretion of the Company.

28.06 The company agrees to administer payroll deduction for employees who wish to participate in the Credit Union and/or Canada Savings Bonds.

ARTICLE XXIX TRAINING

29.01 Press Set-up Operator Training and Testing

When deemed necessary by the Company, job-posting opportunities for Press Set-Up Operators will be posted. Candidates with the required experience will be given preference for the posting in order of seniority. Unqualified

candidates who apply will be given, in order of seniority, opportunity to train as a Press Set-Up Operator for the remaining vacancies, if any.

The full training period will be six (6) months. Candidates will be required to train for a two (2) month period on a specified press. Upon completion of this initial training phase, the Company retains the right to rotate and train the candidate on other presses.

Upon commencement of the training period the candidate will receive the Press Set-Up Operator Trainee rate.

Upon the completion of the initial two (2) months of the training period, the candidates will be tested. The test will be administered by either the training instructor or the Department Supervisor or his designated representative. Successful candidates will be paid the top rate for the classification and may be rotated and trained at the Company's discretion on other presses during the remaining four (4) months. The efficient operation of the plant may require that this additional training be delayed. At the conclusion of the six (6) month training period, an overall test will be given. Candidates who successfully complete the six (6) month training period will be recognized as a qualified set-up operator.

Candidates who fail to achieve during the initial two (2) month training period and/or who fail to achieve the required test score of seventy per cent (70%) may be allowed, at the Company's sole discretion, to remain in the training program, at the appropriate starting rate of pay, for a further period not to exceed thirty (30) days. Failure to achieve and/or achieve the required test score during this added training period will require the candidate to

vacate the position. Candidates who successfully complete the initial two (2) months of the training program will be prohibited from posting out for a period of four (4) months from this date, unless waived by the Company. Layoff and recall from layoff will be subject to the provisions outlined in Clause 13.02 and 13.03 of the Collective Agreement except that the five (5) day training period is excepted for the classifications outlined herein.

When an employee in the training program is laid off during the six (6) months training period, such employee will be granted, upon his return to work, a one (1) month extension to the training period if required, as determined by the training instructor. Employees undertaking the training program and who, are laid off will be allowed upon recall to return to his regular classification when a vacancy within his classification exists. The training instructor will be appointed at the discretion of the Company, therefore, the job posting provisions of Clause 13.13 of the Collective Agreement will not apply for this position. The training instructor will be paid a rate of pay equivalent to a Pressroom Group Leader while engaged in the training function.

29.02 Testing - Production Cell Co-Coordinator

The following is the agreement between the Company and the Union for the testing of Production Cell Co-coordinator:

- 1) A primary test format previously agreed to between the Company and the Union will serve as the basis for the primary test to be given to candidates who post for the position of Production Cell Co-coordinator. The primary test format previously agreed to between the Company and the Union serves as an example only

of the types of questions that candidates will be asked during the primary test.

- 2) In order to be eligible to receive the posting and placed on the job, the candidates must achieve a score of sixty percent (60%) on the primary test.
- 3) Candidates who do not achieve a score of sixty percent (60%) will not be eligible for the posting and therefore, will not be placed on the job.
- 4) The Company reserves the right to test all candidates to the posting at the same time or to test one or more candidates at a given time. In those instances where the Company does not test the candidates as a group, the Company will ensure that those candidates who are tested will be tested in order of seniority, commencing with the most senior person. When a successful candidate has been identified, no further testing will be given to the remaining candidates. Any exceptions to this practice will be discussed with the Union.
- 5) Candidates will be given one (1) hour to complete the primary test. The Company will provide upon request additional time for a candidate to complete the test provided the candidate has completed more than half of the test questions. The additional test time available to a candidate will not exceed thirty (30) minutes. In those instances where the candidate has requested that additional test time be made available and the Company has determined based on review of the candidate's test response that there has been insufficient progress to warrant additional time being given, the Company will discuss the matter with two

- (2) members of the Union Executive Committee or other designated Union representatives.
- 6) The successful candidate will receive the applicable rate for the position upon the commencement of the training period.
 - 7) Candidates who are being trained as back up production Cell CO-coordinator will receive the applicable rate while training. In the event that such candidates are performing the work of their posted position or some other position, the candidates will receive the higher of the rate of their regularly posted position or the rate of the job to which they have been temporarily transferred.
 - 8) Upon completion of the initial training period, candidates will receive a practical on the job test. This secondary test will be structured as follows:
 - i) the candidate will be provided with an incorrect program and a correct part print. The candidate will be required to identify the problem areas and to correct them to the print specifications (element one (1)).
 - ii) the candidate will be required to write and run a five (5) to ten (10) line program. Such program will consist of adding two (2) holes and one (1) notch to an existing panel. These additions must be in accordance with the specifications given and be within the required tolerances (element two (2)).
 - iii) two alarm conditions will be forced onto the C.N.C. Turret punch press and the candidate will

be required to escape these conditions and to continue running the program (element three (3)).

- 9) To successfully complete the secondary test, the candidate must achieve a score of ninety percent (90%) on element one (1) and one hundred percent (100%) on elements two (2) and three (3).
- 10) Candidates will be given four (4) hours to complete the secondary test. Additional time will be provided upon request to a candidate, to complete the test, provided that such candidate has successfully completed two (2) of the three (3) elements of the test. The additional test time available to a candidate will not exceed thirty (30) minutes.
- 11) During the full six (6) month training period the candidates will also be required to be tested on Pressroom brake press set-up operations. Candidates who have previously completed the brake press set-up program may at the sole discretion of the Company be exempted from such subsequent testing.

29.03 Production Cell Co-Coordinator Training Program

The following is the agreement between the Company and the Union for the qualifying and training of Production Cell Co-coordinators:

- 1) Candidates seeking the position of a Production Cell Co-coordinator must pass a preliminary qualifying test, which has been approved, by the Company and the Union prior to being given the posting. Candidates who pass the preliminary qualifying test will be given the posting in order of seniority unless agreed to otherwise by all parties concerned.

- 2) During the initial three (3) weeks on the job the candidate will receive training as to the operation of the C.N.C. Turret punch press.
- 3) Training for the Production Cell CO-coordinator will take place on the day shift unless the Company agrees to provide training on the off shifts.
- 4) At the conclusion of the initial three (3) week training period on the C.N.C. Turret punch press the candidate will be required to submit to a secondary test which has been approved by the Company and the Union.
- 5) Candidates who fail to achieve during the initial three (3) week training period and/or who fail to achieve the required test score on the secondary test will be reassigned. At the sole discretion of the Company, a candidate may be allowed to remain in the training program, at the appropriate starting rate of pay, for a further period not to exceed one (1) week. Failure to achieve and/or achieve the required test score during this added training period will require the candidate to vacate the position. Prior to having a candidate vacate the position, the Company agrees to discuss the matter with the Union. In those instances where the candidate voluntarily relinquishes the position, the Union will be notified of the employee's decision.
- 6) The full training period for the position of Production Cell CO-coordinator will be a maximum of six (6) months. During this period candidates will be required to become fully trained in the operations and set-up etc. of the C.N.C. Turret punch press, brake presses, punch presses, spot welding and shears. In the event

there is a dispute as to whether or not a candidate is fully trained, the Company and the Union will meet to discuss the matter.

- 7) Candidates who demonstrate that they are not achieving while in the program may at the discretion of the Company after consultation with the Union, be removed from the position at any time after the initial three (3) week training period or prior if the candidate clearly demonstrates an inability to achieve.
- 8) Upon the commencement of the training period, the candidate will receive the rate of the Production Cell CO-coordinator Trainee - Phase 1 classification in Schedule "A" Hourly of this Agreement.
- 9) Upon successful completion of the secondary test, the candidate will receive the rate of the Production Cell CO-coordinator Trainee - Phase 2 classification in Schedule "A" Hourly of this Agreement.
- 10) Upon demonstration of the ability of the candidate to perform all of the required functions of the Production Cell Co-coordinator as verified through mutual agreement between the Company, the Union and the candidate, the candidate will receive the full rate of the classification. If work ability is not achieved by the end of the six (6) month training period the candidate will be required to vacate the position.
- 11) Training on the C.N.C. Turret punch press will be provided by the Industrial Engineering department, or by whomever the Company designates. In the event a Production Cell Co-coordinator is displaced due to an employee being trained on the C.N.C. Turret punch press the displaced Production Cell CO-coordinator

will continue to receive the applicable rate for the classification while such training is being conducted. In addition to the Industrial Engineering department the Company will engage the Production Cell Coordinator in the training process, however, such training by persons other than the Industrial Engineering department will be at the sole discretion of the Company. Training in regards to the other functions of the Production Cell CO-coordinator such as brake press set-up etc. will be provided by a group leader or any other qualified hourly rated employee appointed at the discretion of the Company. The foregoing does not limit the Company's right for a supervisor or any other representative of the Company to instruct or train any employee in the training program as it deems appropriate.

- 12) Production Cell CO-coordinators will be required to possess or obtain within the training period a qualified first aid certificate and to keep such certificates current and to participate in first aid activities as required.

29.04 Conversions And Repairs

The Company and the Union agree as follows:

- 1) The hourly rate for employees performing conversions and repairs will be as provided in the Conversions and Repairs classification in Schedule "A" Hourly of this Agreement.
- 2) The Conversions and Repairs rate will be paid as follows:
 - i) to those individuals posted to the Conversion and Repairs classification,

- ii) for conversion of product from one number to another,
 - iii) for repairs to any item that has been returned or put into the warehouse completed.
- 3) The Conversions and Repairs rate will not be paid for items that are not completed on the line.


ARTICLE XXX TERMINATION

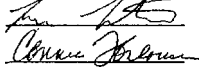
30.01 This Agreement shall become effective March 1st, 2002 and shall remain in full force and effect until February 29th, 2004 and from year to year thereafter, unless either party gives written notice to bargain. Such notice shall be given not less than sixty (60) days and not more than ninety (90) days prior to February 29th, 2004.

This Agreement supersedes all previous Agreements whether written or oral and abolishes past habits, customs and privileges that may have existed.

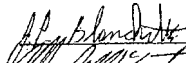
In witness whereof the Company and the Union have caused their proper officers to affix their signatures this 8th day of January 2003.

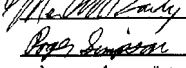
**ECR INTERNATIONAL LIMITED
OLSEN DIVISION**

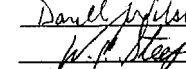


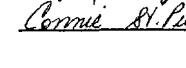



**UNITED STEELWORKERS
OF AMERICA - LOCAL 8222**














Schedule "A" Plant Bargaining Unit

| <u>Classification</u> | <u>Rase Hourly Rate</u> | | |
|--------------------------|-------------------------|--------------------|--------------------|
| | <u>March 01/02</u> | <u>March 01/03</u> | <u>March 01/04</u> |
| Probation | \$10.67 | \$10.97 | \$11.27 |
| General Labour | | | |
| Assembler | \$14.06 | \$14.36 | \$14.66 |
| Line Load and Unload | \$14.06 | \$14.36 | \$14.66 |
| Material Handler | \$14.06 | \$14.36 | \$14.66 |
| Pressroom Operator | \$14.12 | \$14.42 | \$14.72 |
| Shear Operator | \$14.12 | \$14.42 | \$14.72 |
| Quality Assurance | | | |
| Bubble Tester | \$14.06 | \$14.36 | \$14.66 |
| Conversion & Repair | \$15.10 | \$15.40 | \$15.70 |
| Inspector | \$14.52 | \$14.82 | \$15.12 |
| Receiver | \$14.98 | \$15.28 | \$15.58 |
| Shipping | \$14.98 | \$15.28 | \$15.58 |
| Technical | | | |
| Die Setter | \$15.26 | \$15.56 | \$15.86 |
| Maintenance General | \$14.27 | \$14.57 | \$14.87 |
| Painter | \$14.98 | \$15.28 | \$15.58 |
| Press Set Up Operator | \$14.88 | \$15.18 | \$15.48 |
| Service Welder | \$15.24 | \$15.54 | \$15.84 |
| Slitter Operator | \$15.24 | \$15.54 | \$15.84 |
| Welder | \$14.82 | \$15.12 | \$15.42 |
| Group Leader (U1) | | | |
| Assembly | \$15.69 | \$15.99 | \$16.29 |
| Inspection | \$15.44 | \$15.74 | \$16.04 |
| Maintenance | \$19.95 | \$20.25 | \$20.55 |
| Paint line | \$15.65 | \$15.95 | \$16.25 |
| Pressroom | \$15.94 | \$16.24 | \$16.54 |

| | | | |
|------------|---------|---------|---------|
| Service | \$14.98 | \$15.28 | \$15.58 |
| Tool & Die | \$20.81 | \$21.11 | \$21.41 |
| Welding | \$15.49 | \$15.79 | \$16.09 |

Turret

| | | | |
|---------------------|---------|---------|---------|
| Cell Co-coordinator | \$18.19 | \$18.49 | \$18.79 |
| Trainee Phase 1 | \$15.84 | \$16.14 | \$16.44 |
| Trainee Phase 2 | \$16.97 | \$17.27 | \$17.57 |

Skilled Trades

| | | | |
|------------------------|---------|---------|---------|
| Journeyman Electrician | \$20.42 | \$20.72 | \$21.02 |
| Journeyman Millwright | \$19.24 | \$19.54 | \$19.84 |
| Journeyman Tool & Die | \$20.32 | \$20.62 | \$20.92 |

Schedule "A1"

Wage Progression for New Hires

| | |
|--------------------------------|------------------------------------|
| New hire start rate: | As per Schedule "A" |
| After 45 days: | 80.0% of job classification rate. |
| After eight (8) months: | 90.0% of job classification rate. |
| After sixteen (16) months: | 95.0% of job classification rate |
| After twenty-four (24) months: | 100.0% of job classification rate. |

Wage Progression for New Hires will not apply to skilled trades.

The Company will not be obligated to abide by the minimum starting salaries. The Company may start a new employee at a point between the new hire start rate and after twenty-four (24) month rate. Interim increases for such employees will be made at the Company's discretion. However, the salary rates for such employees after forty-five (45) days, eight (8) months and sixteen (16) months of service will not be less than but equal to or greater than the rate paid an employee who started at the new hires start rate. After twenty-four (24) months of service, all employees will receive the maximum rate.

New hires will progress through the wage steps on the basis of actual time worked not withstanding the intervention of periods of layoff.

This provision shall apply retroactively to January 1, 1995.

**LETTER OF INTENT #1:
SUBSTANCE ABUSE POLICY**

(A) PRIOR TO TERMINATION

- Employees will be considered for enrollment into an approved rehabilitation centre, the cost of which will be paid by the Company.
- Upon completion of the proper insurance forms, the employee will be entitled to S & A benefits.
- S & A benefits will terminate immediately upon leaving the approved rehabilitation centre.
- An employee must report back to work on the first scheduled work day after leaving the centre.
- An employee who chooses not to complete the program would face normal disciplinary action.
- Upon graduating, the employee would have to attend meetings on a regular basis and be able to prove he is attending an ongoing Company approved program to deal with the illness, i.e. AA, the alumni or a counseling program at the rehabilitation centre.
- Files will be kept on all employees entering such a program. A representative of the Company will make periodic visits to the rehabilitation centre to speak to and to encourage employees in the program.

(B) AFTER TERMINATION

- If the termination has already occurred, the Company will interview the employee and at the Company's discretion, will decide:
 - (a) if the employee will be sent to a rehabilitation centre,

- (b) if the employee will receive S & A benefits,
- (c) if the employee will have a job upon graduation.

The decision will be made taking certain facts into consideration such as length of service, work record and employee attitude.

- Employment after termination will be on a one (1) year conditional basis. A conditional letter will have to be signed by the Company, the Union and the employee. If the employee does not agree to the conditions, the program will not be considered. The conditions could include such things as no union representation (where applicable) on related problems and no S & A benefits when off work due to abuse related illness, e.g. had backs, stomach problems, headaches, etc. as determined by a doctor.

LETTER OF INTENT #2:

Surplus Plant Capacity

The parties recognize that it may be mutually beneficial to utilize surplus plant capacity during the months of January to June for the manufacturing of products not related to the Company's regular production of Residential Heating Units.

During this agreement, the Company may propose reduced rates of pay that would enable the Company to acquire orders for such products. The Union commits that it will give serious and timely consideration to such proposals.

LETTER OF INTENT #3

Application for Forty (40) Hour Work Week Regarding Overtime

It has become evident that there are some expectations to the forty (40)hour work week qualifier that require to be highlighted:

1. Where a seniority or probationary employee is recalled and/ or is hired to commence work mid-week or where a seniority employee is returning off or going onto W.S.I.B. or S & A mid-week, they will be paid for overtime for all hours in excess of their regularly scheduled work hours for the week.

For example if an employee is recalled to work that commences on a Wednesday, then all hours worked in excess of twenty four (24) hours would be paid at one and one half (1.5) times.

2. In the case where a statutory holiday or paid holiday falls on a Monday, the overtime qualification would become the completion of thirty two (32) hours of regularly scheduled hours from Tuesday to Friday. Any and all time worked in excess of the overtime qualifier would be paid at one and one half (1.5) times.

3. In the case where a seniority or probationary employee has a pre-approved day or days off for personal business or vacation day or days, bereavement as specified by Article 25.01 or union leave as specified by Article 15.03 of the collective agreement, then the total number of pre-approved days off shall be subtracted from the regularly scheduled work days and this remainder multiplied by eight (8) hours shall constitute the regularly scheduled work hours for the week.

For example, if the employee has Monday and Tuesday

pre-approved for personal business, when all hours worked in excess of twenty four (24) hours shall be paid at one and one half (1.5) times.

4. **In** the case where an employee is sent home due to reasons beyond the control of the employee, then those hours will be subtracted from the forty (40) hour qualifier.

For example, if an employee works nine (9) hours a day Monday, Tuesday, Wednesday and Thursday for a total of thirty six (36) hours and is sent home after four (4) hours on Friday due to lack of work, then the four (4) hours not worked on Friday will be subtracted from the forty (40) hour qualifier. In this case the employee would be entitled to be paid for four (4) hours at one and one half (1.5) times.

If an employee has to go home for reasons beyond his control but not related to the plant, such as a flooded basement as an example, this shall not qualify as an allowable subtraction from the qualifier.

LETTER OF INTENT #4

Extra Billing Coverage

As previously discussed during negotiations, the Company agrees that it will cover the extra billing for Chiropractor, Osteopath, Podiatrist, Chiropodist and Physiotherapists up to a maximum of ten (\$10.00) dollars per visit for **up** to a maximum of twenty (20) visits per year per person, plus twenty-five (\$25.00) dollars for X-rays by a Chiropractor per year per person.

Receipts are to be submitted to the Human Resources Coordinator.

Payment will be made once per month on the last pay cheque of the month.

LETTER OF INTENT #5
Productivity Improvements

The company and the union both recognize that for a business to remain viable it is essential that its operations continually improve. A continuous improvement system is necessary to maintain the company's ISO registration, which is an important commitment to some of our customers.

The company recognizes that arbitrary changes in standards are not in the best interest of any party and must be based on actual changes in process, product, personnel or equipment.

The company will discuss any proposed changes to standards with the union before implementing them.

**OFFICE BARGAINING UNIT
ADDENDUM TO MASTER
COLLECTIVE LABOUR AGREEMENT**

The Parties to this Agreement, agree that the following Articles will apply to the office employees covered by the salary Schedule "A" herein.

PREAMBLE Same as Master Collective Labour Agreement

ARTICLE I PURPOSE

1.01 Same as Master Collective Labour Agreement

1.02 Same as Master Collective Labour Agreement

ARTICLE II RECOGNITION

2.01 Same as Master Collective Labour Agreement

2.02 Same as Master Collective Labour Agreement

2.03 Same as Master Collective Labour Agreement

2.04 Same as Master Collective Labour Agreement

ARTICLE III NO DISCRIMINATION

3.01 Same as Master Collective Labour Agreement

ARTICLE IV MANAGEMENT RIGHTS

4.01 Same as Master Collective Labour Agreement

4.02 Same as Master Collective Labour Agreement

4.03 Same as Master Collective Labour Agreement

4.04 Same as Master Collective Labour Agreement

4.05 Same as Master Collective Labour Agreement

ARTICLE V UNION SECURITY

5.01 Same as Master Collective Labour Agreement

5.02 Same as Master Collective Labour Agreement

5.03 Same as Master Collective Labour Agreement

5.04 Same as Master Collective Labour Agreement

ARTICLE VI COMMITTEE PERSONS AND STEWARDS

6.01 Same as Master Collective Labour Agreement

6.02 Same as Master Collective Labour Agreement

6.03 Same as Master Collective Labour Agreement

6.04 Same as Master Collective Labour Agreement

| | |
|---------------------|---|
| ARTICLE VII | UNION REPRESENTATION |
| 7.01 | Same as Master Collective Labour Agreement |
| ARTICLE VIII | GRIEVANCE PROCEDURE |
| 8.01 | Same as Master Collective Labour Agreement |
| 8.02 | Same as Master Collective Labour Agreement |
| 8.03 | Same as Master Collective Labour Agreement |
| 8.04 | Same as Master Collective Labour Agreement |
| 8.05 | Same as Master Collective Labour Agreement |
| 8.06 | Same as Master Collective Labour Agreement |
| 8.07 | Same as Master Collective Labour Agreement |
| 8.08 | Same as Master Collective Labour Agreement |
| ARTICLE IX | ARBITRATION |
| 9.01 | Same as Master Collective Labour Agreement |
| 9.02 | Same as Master Collective Labour Agreement |
| 9.03 | Same as Master Collective Labour Agreement |
| 9.04 | Same as Master Collective Labour Agreement |
| 9.05 | Same as Master Collective Labour Agreement |
| 9.06 | Same as Master Collective Labour Agreement |
| ARTICLE X | MANAGEMENT GRIEVANCES |
| 10.01 | Same as Master Collective Labour Agreement |
| ARTICLE XI | DISCHARGE AND DISCIPLINE |
| 11.01 | Same as Master Collective Labour Agreement |
| 11.02 | Same as Master Collective Labour Agreement |
| ARTICLE XII | NO STRIKES - NO LOCKOUTS |
| 12.01 | Same as Master Collective Labour Agreement |
| 12.02 | Same as Master Collective Labour Agreement |
| ARTICLE XIII | SENIORITY |
| 13.01 | See Appendix "A" of Addendum to Collective Labour Agreement |
| 13.02 | Same as Master Collective Labour Agreement |
| 13.03 | See Appendix "A" of Addendum to Collective Labour Agreement |
| 13.04 | See Appendix "A" of Addendum to Collective Labour Agreement |

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| 13.05 | Same as Master Collective Labour Agreement |
| 13.06(a)(b) | See Appendix “A” of Addendum to Collective Labour Agreement |
| 13.06(c) | Same as Master Collective Labour Agreement |
| 13.07 | Same as Master Collective Labour Agreement |
| 13.08 | Same as Master Collective Labour Agreement |
| 13.09 | Same as Master Collective Labour Agreement |
| 13.10 | Same as Master Collective Labour Agreement |
| 13.11 | Same as Master Collective Labour Agreement |
| 13.12 | Same as Master Collective Labour Agreement |
| 13.13 (a)(b) | Same as Master Collective Labour Agreement |
| 13.13 (c) | This clause does not apply to the office employees. |
| 13.13(d)(e)(f)(g) | Same as Master Collective Labour Agreement |
| 13.14 | Same as Master Collective Labour Agreement |
| 13.15 | Same as Master Collective Labour Agreement |
| ARTICLE XIV | TEMPORARY TRANSFER |
| 14.01(a)(b) | Same as Master Collective Labour Agreement |
| 14.01(c) | See Appendix “A” of Addendum to Collective Labour Agreement |
| 14.01(d) | This clause does not apply to the office employees. |
| 14.02 | Same as Master Collective Labour Agreement |
| ARTICLE XV | LEAVE OF ABSENCE |
| 15.01 | Same as Master Collective Labour Agreement |
| 15.02 | Same as Master Collective Labour Agreement |
| 15.03 (a) | Same as Master Collective Labour Agreement |
| 15.03 (b) | This clause does not apply to the office employees. |
| 15.04 | Same as Master Collective Labour Agreement |
| ARTICLE XVI | SAFETY AND HEALTH |
| 16.01 | Same as Master Collective Labour Agreement |
| 16.02 | Same as Master Collective Labour Agreement |
| 16.03 | Same as Master Collective Labour Agreement |
| 16.04 | Same as Master Collective Labour Agreement |

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| ARTICLE XVII | COPIES OF AGREEMENT |
| 17.01 | Same as Master Collective Labour Agreement |
| 17.02 | Same as Master Collective Labour Agreement |
| 17.03 | Same as Master Collective Labour Agreement |
| 17.04 | Same as Master Collective Labour Agreement |
| ARTICLE XVIII | HOURS OF WORK |
| 18.01 | See Appendix "A" of Addendum to Collective Labour Agreement |
| 18.02 | Same as Master Collective Labour Agreement |
| 18.03 | Same as Master Collective Labour Agreement |
| 18.04(a) | See Appendix "A" of Addendum to Collective Labour Agreement |
| 18.04(b) | Same as Master Collective Labour Agreement |
| 18.05 | This clause does not apply to the office employees. |
| 18.06 | This clause does not apply to the office employees. |
| ARTICLE XIX | OVERTIME |
| 19.01 | See Appendix "A" of Addendum to Collective Labour Agreement |
| 19.02 | Same as Master Collective Labour Agreement |
| ARTICLE XX | PAID HOLIDAYS |
| 20.01 | Same as Master Collective Labour Agreement |
| 20.02 | Same as Master Collective Labour Agreement |
| 20.03 | Same as Master Collective Labour Agreement |
| 20.04 | Same as Master Collective Labour Agreement |
| ARTICLE XXI | VACATIONS |
| 21.01 | Same as Master Collective Labour Agreement |
| 21.02 | See Appendix "A" of Addendum to Collective Labour Agreement |
| 21.03 | Same as Master Collective Labour Agreement |
| 21.04 | See Appendix "A" of Addendum to Collective Labour Agreement |
| 21.05 | See Appendix "A" of Addendum to Collective Labour Agreement |

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|-----------------------|---|
| 21.06 | See Appendix “A” of Addendum to Collective Labour Agreement |
| 21.07 | See Appendix “A” of Addendum to Collective Labour Agreement |
| 21.08 | Same as Master Collective Labour Agreement |
| 21.09 | Same as Master Collective Labour Agreement |
| 21.10 | Same as Master Collective Labour Agreement |
| ARTICLE XXII | SHIFT PREMIUMS |
| 22.01 | Same as Master Collective Labour Agreement |
| ARTICLE XXIII | REPORTING ALLOWANCE |
| 23.01 | Same as Master Collective Labour Agreement |
| 23.02 | Same as Master Collective Labour Agreement |
| ARTICLE XXIV | CALL IN PAY |
| 24.01 | Same as Master Collective Labour Agreement |
| ARTICLE XXV | BEREAVEMENT PAY |
| 25.01 | Same as Master Collective Labour Agreement |
| ARTICLE XXVI | COURT DUTY |
| 26.01 | Same as Master Collective Labour Agreement |
| ARTICLE XXVII | WAGES |
| 27.01 (a)(b) | See Appendix “A” of Addendum to Collective Labour Agreement |
| ARTICLE XXVIII | BENEFITS |
| 28.01 | Same as Master Collective Labour Agreement |
| 28.01(a)(b) | See Appendix “A” of Addendum to Collective Labour Agreement |
| 28.01 (c) | This clause does not apply to the office employees |
| 28.01(d)(e)(f)(g) | Same as Master Collective Labour Agreement |
| 28.01(h) | See Appendix “A” of Addendum to Collective Labour Agreement |
| 28.01(i) | Same as Master Collective Labour Agreement |
| 28.02 | Same as Master Collective Labour Agreement |
| 28.03 | Same as Master Collective Labour Agreement |
| 28.04 | This clause does not apply to the office employees. |

| | |
|----------------------|--|
| 28.05 | Same as Master Collective Labour Agreement |
| 28.06 | Same as Master Collective Labour Agreement |
| ARTICLE XXIX | MISCELLANEOUS |
| 29.01 | This clause does not apply to the office employees |
| 29.02 | This clause does not apply to the office employees |
| 29.03 | This clause does not apply to the office employees |
| 29.04 | This clause does not apply to the office employees |
| ARTICLE XXX | TERMINATION |
| 30.01 | Same as Master Collective Labour Agreement |
| SIGNING PAGE | Same as Master Collective Labour Agreement |
| SCHEDULE "A" | See Appendix "A" of Addendum to Collective Labour Agreement |
| SCHEDULE "A1" | See Appendix "A 1" of Addendum to Collective Labour Agreement |
| LETTER # 1 | SUBSTANCEABUSE LETTER |
| | Same as Master Collective Labour Agreement |
| LETTER # 2 | SURPLUS PLANT CAPACITY |
| | Same as Master Collective Labour Agreement |
| LETTER #3 | Application of Office (37 ¹ / ₂) Hour Work Week Regarding Overtime. |
| | See Appendix "A" of Addendum to Collective Labour Agreement |
| LETTER #4 | Extra Billing Coverage, |
| | Same as Master Collective Labour Agreement. |
| LETTER #5 | Productivity Improvements |
| | Same as Master Collective Labour Agreement |

**APPENDIX “A” OF
ADDENDUM TO COLLECTIVE LABOUR AGREEMENT**

ARTICLE XIII SENIORITY

13.01 Seniority, as referred to in this Agreement, shall mean length of continuous service in the employ of the Company and shall be on an office-wide basis.

13.03 Employees who may be displaced from their classification as a result of an extended (one (1) week or more) layoff, may bump any junior employee in any classification where they have either previously held the classification or where they have obtained upgraded skills while in the employ of the Company to enable them to perform the job at a satisfactory levels after a three (3) day training period.

Notwithstanding the above, displaced senior employees can only bump junior employees in the Customer Service Representative classification only if they have previously held this position to enable them to perform the job at satisfactory levels.

Notwithstanding the above, any senior employee who, as a result of an extended (one (1) week or more) layoff, is displaced from his/her classification may bump any junior employee in the following classifications provided that after a three (3) day training period the affected employee is able to perform the required duties at satisfactory levels:

Inventory Clerk
Sr. Inventory Clerk
Receptionist/General Office Duties

At the expiration of the three (3) day period the employees who fail to perform the work of the position at satisfactory

levels will be laid off without further notice being required. Such employees will be recalled when work in their posted classification becomes available.

In the event of a disruption in manufacturing and/or the office for any reason, the Company may send employees home out of line of seniority.

If the occurrence is during the employee's shift and he is sent home, the Company may waive seniority for the balance of that day. If the occurrence takes place prior to the employee's shift, then the Company can only waive seniority for that day.

In any layoff of five (5) days or less, the Company will not be required to provide employees with any training. However, employees affected who wish to exercise their seniority rights during a layoff of more than one (1.0) day to a maximum of five (5) days must be capable of performing the work at satisfactory levels.

13.04 Layoff Notice

For those employees with three (3) months seniority, the Company shall provide for one (1) week's notice of layoff, which layoff is reasonably anticipated to be more than one (1) week's duration, the Union shall be given adequate advance notice of pending layoffs; except where such layoff is beyond the control of the Company.

- 13.06 (a) Seniority of each employee covered by this Agreement shall be established after a probationary period of three (3) months worked and shall count from date of employment.
- (b) The Company and the Union agree that:
- (1) a "day" worked" is seven and one-half (7.5)

hours;

- (2) any “day worked” that is scheduled for less than seven and one-half (7.5) hours, or shortened by the Company to less than seven and one-half (7.5) hours, including any weekend days schedule at or shortened to less than seven and one-half (7.5) hours is also a “day worked”;
- (3) any part of a “day worked” when an employee is unable to complete such day due to occupational sickness or accident, for the first day only, is also a “day worked”.

ARTICLE XIV TEMPORARY TRANSFER

14.01 (c) Vacant jobs created as a result of illness, parental leave, occupational accident or leave of absence, shall not be posted as permanent vacancies and may be filled at the discretion of the Company on a temporary basis, for the duration of the illness, maternity leave, occupational accident or leave of absence. Such job vacancies will not be subject to the seniority provisions of the Collective Agreement during this period. The Company reserves the sole right to select the person to be transferred and can select a replacement from outside the bargaining unit. Persons selected from outside the bargaining unit who are retained for a period exceeding three (3) consecutive months shall obtain seniority status.

ARTICLE XVIII HOURS OF WORK

18.01 Definition of Day and Work Day

A day is a twenty-four (24) hour period beginning with the

start of the employee's shift. The basic workday is seven and one-half (7 1/2) consecutive hours of work in the twenty-four (24) hour period, broken only by the established lunch period.

18.04 **Shift Rotation**

- (a) It is agreed and understood by the Union that the Company has the sole right to establish new hours of work and new or additional shifts. The Company reserves the right to establish the starting and ending times, which may vary by classification and/or by individual. Shift assignments will be in accordance with seniority.

ARTICLE XIX OVERTIME

- 19.01 The Company shall pay an employee one and a half (1.5) times his appropriate rate of pay for all hours he is required to work in excess of thirty-seven (37.5) hours in any seven (7) day period Sunday to Saturday, inclusive.

ARTICLE XXI VACATIONS

- 21.02 For the purpose of determining vacation pay, when vacation pay is paid on a percentage basis, gross earnings shall include the following: regular wages earned while at work, overtime pay, shift premium pay, statutory holiday pay and bereavement pay. Amounts received by an employee from the Human Resources Development Canada (H.R.D.C.), the Worker's Safety & Insurance Board, the Weekly Indemnity Insurer, etc. are excluded in determining an employee's vacation pay. In addition, the calculation of vacation pay excludes the value of all benefits and the amount of the previous year's vacation pay.
- 21.04 An employee who at July 1st, in each year, has completed

one (1) year or more of service but less than five (5) years, shall be entitled to two (2) weeks vacation with pay.

- 21.05 An employee who at July 1st, in each year has completed five (5) years or more of service but less than twelve (12) years, shall be entitled to three (3) weeks vacation with pay.
- 21.06 An employee who at July 1st, in each year has completed twelve (12) years or more of service shall be entitled to four (4) weeks vacation with pay.
- 21.07 An employee who at July 1st, and each year thereafter, has completed eighteen (18) years or more of service shall be entitled to four and half (4 1/2) weeks pay with four (4) weeks vacation.

ARTICLE-XXIV CALL-IN PAY

- 24.01 Where an employee has completed their shift and has left the premises of the Company and is then recalled to work in order to perform work, they shall be paid double their appropriate rate of pay for all hours worked. In no case shall they be paid for less than four (4) hours at double their appropriate rate of pay.

ARTICLE XXVII SALARIES

- 27.01 (a) Schedule "A" Salaries Office and Schedule "A-I" shall be part of this Agreement.
- (b) The individuals in the General Accounting Clerk classification will be required to perform any and all functions of the classification as assigned by the Company. The various job duties and responsibilities relevant to a General Accounting Clerk will be assigned to the individuals in the classification in accordance with the

functions they are currently performing.

Notwithstanding the above, the Company can assign anyone within the classification other job duties in the classification other than their own in order to provide training, fill in for absenteeism, and to provide relief for work overload situations.

ARTICLE XXVIII BENEFITS

28.01 The Company agrees to make the necessary contributions to an insurance carrier to provide the following benefit coverages. Disputes if any, will be between the claimant and the insurance company. The Company shall assist the employee in the presentation of his dispute to the insurance company. The Company cannot be held liable should the insurance company disallow or suspend a claim, or if a claimant fails to provide the required documentation, medical or otherwise to support this claim. The Company assumes no responsibility for any cost incurred by the claimant in obtaining the required documentation, medical or otherwise.

(a) INSURANCE BENEFITS

1. Life Insurance

An amount equal to annual earnings, such amount to be taken to the nearest multiple of \$1,000.

2. Accidental Death & Dismemberment Insurance

An amount equal to the amount of life insurance as determined above.

3. Long Term Disability Insurance

An amount equal to 60% of regular monthly earnings rounded to the next higher \$1.

Maximum = \$2,100.

Benefits being after 119 consecutive days of total disability

Benefit cost is 100% employee paid.

4. Dependent Life Insurance

\$7,500. for spouse and dependent 14 days or older

The A.D.&D. and Dependent Life Insurance as set out above for seniority employees and eligible dependents is subject to the provisions and maximums of insured services described in the Master Policy.

The Company assumes no responsibility for any cost incurred by the claimant in obtaining the required documentation, medical or otherwise.

28.01 (b) **WEEKLY DISABILITY BENEFITS**

(1) The Weekly Disability Benefits as set out below for seniority employees are subject to the provisions and maximums of insured services described in the Master Policy:

- 1st day of disability due to injury
- 1st day of hospitalization
- 8th day of disability due to sickness
- maximum period of coverage, 17 weeks
- weekly benefits to sixty-six and two-thirds percent (66 2/3%) of regular wages up to the H.R.D.C. maximum per week

Outpatient coverage will be provided subject to the normal insurance company exclusions, for

the remaining term of this Agreement

- (2) The Company recognizes the current practice of paying employees up to two (2) weeks pay for absence from work due to illness' providing the employee has a minimum of one (1) year seniority. With the addition of the weekly disability plan in the event an illness extends beyond one (1) week, the Company would pay the first (1st) week, then the employee would qualify for the weekly disability insurance.
 - (3) The employee shall obtain his weekly indemnity claim form from the Company. The Company will complete the policyholder's statement as required. The employee shall present the weekly indemnity claim form to his doctor for completion and shall bear full responsibility for submitting the claim form to the insurance company. Payments will be issued directly to the employee.
 - (4) The Employee's share of the H.R.D.C. rebate received by the Company will be used on behalf of our employees to maintain our insurance plan at the level of the H.R.D.C. coverage.
- 28.01 (h) The Company agrees to pay one hundred (100%) percent of the cost of these benefits with the exception of the cost of the Long Term Disability Insurance, outlined in Clause 28.01 (a) which is one hundred (100%) percent employee paid.

Schedule "A": Salaries Office

| Classification | Annual Salary Rate | March 01/03 | March 01/04 |
|-----------------------------------|---------------------------|--------------------|--------------------|
| Probation | \$20,507 | \$21,092 | \$21,677 |
| Customer Service Representative | \$28,798 | \$29,383 | \$29,968 |
| General Accounting Clerk | \$28,628 | \$29,213 | \$29,798 |
| Inventory Clerk | \$28,390 | \$28,975 | \$29,560 |
| Receptionist/General Office Clerk | \$27,000 | \$27,585 | \$28,170 |
| Sr. Inventory Clerk | \$29,222 | \$29,807 | \$30,392 |

All salaries are based on thirty-seven and one half (37.5) hours per week.

Schedule "A1"

Wage Progression for New Hires

| | |
|--------------------------------|------------------------------------|
| New hire start rate: | As per Schedule "A" |
| After three (3) months: | 80.0% of job classification rate. |
| After eight (8) months: | 90.0% of job classification rate. |
| After sixteen (16) months: | 95.0% of job classification rate |
| After twenty-four (24) months: | 100.0% of job classification rate. |

The Company will not be obligated to abide by the minimum starting salaries. The Company may start a new employee at a point between the new hire start rate and after twenty-four (24) month rate. Interim increases for such employees will be made at the Company's discretion. However, the salary rates for such employees after three (3) months, eight (8) months and sixteen (16) months of service will not be less than but equal to or greater than the rate paid an employee who started at the new hires start rate. After twenty-four (24) months of service, all employees will receive the maximum rate.

New hires will progress through the wage steps on the basis of actual time worked not withstanding the intervention of periods of layoff.

This provision shall apply retroactively to January 1, 1995.

LETTER OF INTENT #3

Application for thirty-seven and one half (37.5) Hour Work Week Regarding Overtime

It has become evident that there are some expectations to the thirty-seven and one-half (37.5) hour work week qualifier that require to be highlighted:

1. Where a seniority or probationary employee is recalled and/or is hired to commence work mid-week or where a seniority employee is returning off or going onto W.S.I.B. or S & A mid-week, they will be paid for overtime for all hours in excess of their regularly scheduled work hours for the week.

For example if an employee is recalled to work that commences on a Wednesday, then all hours worked in excess of twenty-two and one half (22.5) hours would be paid at one and one half (1.5) times.
2. In the case where a statutory holiday or paid holiday falls on a Monday, the overtime qualification would become the completion of thirty (30) hours of regularly scheduled hours from Tuesday to Friday. Any and all time worked in excess of the overtime qualifier would be paid at one and one half (1.5) times.
3. In the case where a seniority or probationary employee has a pre-approved day or days off for personal business or vacation day or days, bereavement as specified by Article 25.01, court duty as specified by Article 26.01 or union leave as specified by Article 15.03 of the collective agreement, then the total number of pre-approved days off shall be subtracted from the regularly scheduled work days and this remainder multiplied by seven and one half (7.5)

hours shall constitute the regularly scheduled work hours for the week.

For example, if the employee has Monday and Tuesday pre-approved for personal business, when all hours worked in excess of twenty-two and one half (22.5) hours shall be paid at one and one half (1.5) times.

4. In the case where an employee is sent home due to reasons beyond the control of the employee, then those hours will be subtracted from the thirty-seven and one half (37.5)hour qualifier.

For example, if an employee works nine (9) hours a day Monday, Tuesday, Wednesday and Thursday for a total of thirty six (36) hours and is sent home after four (4) hours on Friday due to lack of work, then the three and one half (3.5)hours not worked on Friday will be subtracted from the thirty-seven and one half (37.5)hour qualifier. In this case the employee would be entitled to be paid for six (6) hours at one and one half (1.5) times.

If an employee has to go home for reasons beyond his control but not related to the plant, such as a flooded basement as an example, this shall not qualify as an allowable subtraction from the qualifier.