

## MEMORANDUM OF AGREEMENT

BETWEEN:

### **ONTARIO STORE FIXTURES (METAL DIVISION)**

(hereinafter called the "Company")

- and -

### **UNITED STEEL WORKERS OF AMERICA LOCAL UNION 5338**

(hereinafter called the "Union")

1. The parties herein agree to the terms of this memorandum as constituting full settlement of all matters in dispute.
2. The undersigned representatives of the parties do hereby agree to recommend complete acceptance of all the terms of this memorandum to their respective principals.
3. The parties herein agree that the term of the collective agreement shall be from date of ratification to July 16, 2002.
4. The parties herein agree that the said collective agreement shall include the terms of the previous collective agreement which expired on July 16, 1999, provided, however, that the following amendments are incorporated effective date of ratification or such later date as agreed unless specified that they are effective as of July 17, 1999:
  1. **Modify Article 2.01 by deleting reference to “and students employed during the school vacation.”**
  2. **Company’s Proposal #2:**

Language change WCB to WSIB wherever it is in the CBA.

**3. Article 4.06:**

**Delete existing 4.06 and replace as follows:**

“The Company shall provide the Plant Chairperson with a copy of the monthly dues deduction list, showing the hours worked by each employee per week, gross monthly wages and the dues deducted.”

**4. Article 6.01:**

**Delete existing Article 6.01 and replace as follows:**

“The Employer acknowledges the right of the Union to appoint or otherwise elect not more than twelve (12) Stewards (four on day shift at Weston Road, four on afternoon shift at Weston Road, two on day shift at Sheppard Avenue and two on afternoon shift at Sheppard Avenue); one of which shall be designated as the Plant Chairperson. Each of the Stewards must be a regular employee with seniority with the Employer. In the event that the Company institutes a midnight shift at either facility, the Union may designate an additional steward at each location on the midnight shift, for the length of time that the midnight shift shall last. ”

**5. Article 6.06:**

**Delete existing Article 6.06 and replace as follows:**

“ The company agrees to supply the local Union with a filing cabinet, desk and private telephone.”

**6. Article 6.10:**

**Add New as follows:**

“To facilitate union-management communication, the Plant Chairperson shall be assigned to the day shift.”

**7. Article 8.03:**

“It is generally understood that employees have no grievance until

they have first given their immediate supervisor an opportunity to adjust a complaint. If, after registering a complaint with the supervisor and such complaint is not settled within two (2) regular working days or within any longer period which may have been agreed to by the parties, then the following steps of the Grievance Procedure may be invoked.”

**8. Article 8.03:**

**Step #3:**

“If the decision of Management is not satisfactory, the Union shall inform Management, who shall arrange to hold a meeting, within two (2) working days, between the Union Grievance Committee (not to exceed three (3) in number including the Plant Chairperson) and appropriate representatives(s) of higher management in a final attempt to resolve the grievance. The grievor and/or the Union’s Staff Representative or his/her Designate as selected by the Toronto area office may be present at this meeting if requested by either party. The Company shall, within a further two (2) working days supply a written answer to the grievance and return it to the Union.”

**9. Article 10.04:**

**Delete existing Article 10.04 and replace as follows:**

"When an employee has been suspended or dismissed without notice, he/she shall have the right to see a steward for a reasonable period of time before leaving the plant premises, provided there is a steward or other union representative at work at the time of the suspension or dismissal.

If an employee alleged to have committed a misconduct is called in to the office to give his/her side of the incident during the Company's investigation, he/she shall be entitled to have a steward in attendance during this investigating meeting (s) by the Company.”

**10. Article 12.01:**

**Delete the existing 12.01 and replace as follows:**

“An employee shall not have seniority and shall be considered a probationary employee until such employee shall have attained seniority status by actually working a total of thirty-five(35) scheduled working days. During this period, the employee shall be paid the probationary rate specified in Article 28 and shall not appear on the seniority list.”

**11. Article 12.04 (c ):**

**Delete existing language and replace as follows:**

“during the first twenty-four (24) months of any absence due to illness, accident, layoff or written leave of absence, unless after twenty-four (24) months, it is contrary to the Ontario Human Rights Code.”

**12. Article 12.07 (a):**

**Add New Last Sentence to existing 12.07 (a) as follows:**

“In addition the Plant Chairperson shall be given the above information plus the actual pay rate. This information is not to be posted.”

**13. Article 12.08:**

**The Union has agreed to the Company’s counter proposal:**

Three (3) months to replace all occurrences of “nine (9)”.

**14. Article 13.04:**

**Delete existing 13.04 and replace as follows:**

“If an employee is assigned to one shift, and a permanent job vacancy occurs in his/her classification on another shift, the employee may transfer to that shift in accordance with seniority. A new job posting shall then be made for the vacant shift. The transfer will not occur until the new posting has been filled. In such a case, the Company will not transfer an employee until such time as the new employee selected for the job vacancy has been

familiarized with the functions of the job classification involved.”

**15. Article 13.06:**

The Company and Union have agreed to delete existing language.

**16. Article 14.03:**

**Modify as follows:**

(a) First paragraph remains as is.

(b) Delete second paragraph and replace as follows:

“The Plant Chairperson shall be informed prior to a layoff. The Plant Chairperson shall be given a copy of any layoff notice, written notification of all bumping which takes place, and at the same time an up-to-date seniority list.”

**17. Article 15.01:**

**Delete existing 15.01 and modify as follows:**

“The Company and the Union acknowledge their common concern for maintaining a healthy and safe working environment. In order to effect a thoroughly understood and accepted Health and Safety Program for employees at work, it is agreed that joint and creative methods should be encouraged. To this end a joint Health and Safety Committee will be established as follows:

1. For Weston Road and Fenmar at least three (3) members elected or appointed by the Union and at least three (3) members appointed by the Company.
2. For Sheppard Avenue at least three (3) members elected or appointed by the Union and at least three (3) members appointed by the Company.

**18. Article 15.07:** Effective July 17, 1999 change the existing \$70.00 per contract year for safety shoes to \$85.00. Effective July 17, 2000 change the \$85.00 to \$90.00. Effective July 17, 2001 change the \$90.00 to \$95.00.

**19. Article 15.12:**

**Add New:**

“The parties recognize that future changes to the Occupational Health and Safety Act could result in the deletion or repeal of the section of the Act which provides for refusal to perform unsafe work. The parties agree that this procedure is important and worthwhile, and therefore, should this section of the Act be eliminated, the parties shall nevertheless continue to abide by and use those portions of the Act and regulations dealing with work refusal.” *{with consequent elimination of Letter of Understanding on p. 66 of Collective Agreement}*

**20. Article 20.02:**

**Delete:**

“instead of being laid off work due to lack of work, breakdown of machinery and other like cause.”

**21. Article 20.04:**

**Add New:**

Should a full time Job Posting become available, any time spent on a job under this Article will not be taken into account (ie. used as training) when filling the said job.

**21. Article 20.06:**

**Add New:**

“On a monthly basis, a list of all temporary transfers where an employee receives a higher rate of pay in the previous month shall be given to the Plant Chairperson.”

**22. Article 21.08 (c):**

**Add New:**

“A summary of these records shall be posted on the bulletin boards every month, together with a “year-to-date” calculation for each employee.”

**23. Article 22.02 :**

**Modify the existing language as follows:**

"An employee will be paid the holiday provided he:

- (a) works the last full scheduled shift before and the first full scheduled shift after such holiday. However, employees shall not lose the holiday pay if absent on either or both qualifying days because of non occupational illness which is verified by a medical doctor on the first qualifying day absent, or because of an approved leave of absence, provided they work within three (3) working days before or after the holiday. It is understood that if the employee receives payment under the weekly Indemnity Plan for the holiday, there will be no pyramiding for holiday pay. In other words, the employee will not be paid for the holiday by the Company;
- (b) is on the active payroll of the employer and is not on sick leave, workers' compensation or layoff;
- (c) has completed the probationary period specified in this Agreement."

**24. Article 23.01 (d):**

Effective July 1, 1999 change reference to 11 years to 10 years.

**25. Article 23.01 (e):**

Effective July 1, 2001 Article 23.01 (e) is modified by changing the reference of 20 years to 18 years.

**26. Article 24:**

Change title from “Handicapped Employees” to “Incapacitated Employees”.

**27. Article 24.03:**

**Add New as follows:**

The Company shall pay reasonable and customary expenses for any medical report that the Company specifically requests the employee to obtain but not for medical reports required by insurance carrier or for other provisions of this agreement.

**28. Article 24.04:**

**Add New as follows:**

“The Company and Union shall form a Joint Modified Work Committee for the purpose of studying opportunities for modifying existing jobs or supplying light duties to employees in order to assist them in returning to work from an illness or injury. This committee shall comprise two (2) members from the union and two (2) members of management and shall work with and receive advice from the company medical staff. The committee shall be empowered to examine the scope and parameters of a program and develop, implement and monitor this program.”

**29. Article 28.03:**

**Delete existing language in 28.03 and replace as follows:**

“As of date of ratification the following employees were classified and red circled in terms of their hourly rate earned for their job classification as follows:

<u>Red Circled</u>			
<u>Hourly Rate*</u>	<u>Name</u>	<u>Classification</u>	<u>Clock No.</u>
18.36	Giulio Bedogni	Welder Fitter	6142
16.87	Charles Grossett	Spray Painter A LH	6144
17.89	Saviour Cacciatolo	Polisher A LH	6150



17.24	Michele Tromba	Shear SU Op LH	6180
17.81	Pedro Calderon	Punch Press SU Op LH	6181
18.58	Balvinder Singh	Welder Fitter	6183
17.67	Marcos Ruiz	Press Brake SU Op LH	6204
13.97	Pietrina Diandrea	Machine Op/Whse	6205
21.83	Jacob Oziel	Machine Maint. LH	6240
17.26	Frank Brusco	Shipper & Rec. LH	6258
15.76	Chin Hua Wu	Shipper-DC	6271
17.39	Gurdial Dhamrait	Press Brake SU Op LH	6273
18.36	Parminder Yashpal	Welder Fitter LH	6276
17.64	Fernando Gonzalez	Spray Painter A	6277
23.00	Charlie Grech	Sheet Metal Layout LH	6306
17.80	Nicola Moscatelli	Shipper-DC	6164
18.02	Ariberto Degrandis	Shipper-DC	6200
15.64	Por Tray	Shipper-DC	6293
15.64	Joe Cunha	Shipper-DC	6311
15.92	Lam Nguon	Shipper-DC	6329

\* Plus the negotiated hourly wage rate increase effective July 17, 1999.

The above mentioned employees notwithstanding Article 28.01 and Schedule (A) Job Classification will continue to be paid the above mentioned red circled hourly rate of pay for their job classification. This situation will continue until such time as the above mentioned employees voluntarily give up their present job classifications or move to another job classification as the result of Article 13 – Job Postings. In the event the above mentioned employees are bumped in accordance with Article 14.02 and/or Article 14.03, they will be paid the rate of the job classification they are bumped to. If the employee is returned to his/her regular job in accordance with Article 14.04, he/she shall again be paid the red circled rate shown above. No additional employees shall receive red circled rates nor shall an agreed rate be changed during the life of this Collective Agreement without the written consent of the union.

### **30. Article 28.04:**

**Delete existing language and replace as follows:**

“The Company agrees that all employees shall be paid weekly by direct deposit to their bank accounts on Thursdays. Employees shall be given a detailed record of this payment by the end of

their Thursday shift.”

**31. Article 29.02:**

**Effective the first of the month following date of ratification:**

**Life Insurance and AD&D:** Increases from \$25000 to \$35000.  
\$5000 spouse and \$5000 child.

Effective July 17, 2001 Life Insurance and AD&D increases from \$35000 to \$45000.

**Weekly Indemnity:** Changes as follows: (1-1-5-26) 66 2/3% of regular weekly earnings up to the maximum payable under the Federal Employment Insurance or \$460, whichever is greater; motor vehicle accidents excluded.

**Major Medical:** Raise maximum on chiropractor/physiotherapist etc. to \$500.

**Dental Plan:** Modify existing language to provide the current ODA Fee Schedule.

**Vision Care: Add New as follows:** “The Plan pays up to one hundred and fifty dollars (\$150) every two (2) calendar years for employees and dependents.

**32. Article 29.03:**

“For three (3) months following month of layoff or authorized leave of absence.”

**33. Article 32.02:**

**Rename as: “PAYROLL DEDUCTION PLANS”**

32.02 to read as follows:

Union has agreed to our proposal. **Add new:**

“The Company agrees to deduct from the pay of employees such

amounts as they authorize, and forward this, with the requisite information, to the USWA District Savings Fund, including contributions to the First Ontario Labour Sponsored Investment Fund. Prior to making such deductions, the employees must provide the Company with the account number. It is further agreed that the Employer may limit changes in the amount to be deducted to once every six (6) months for any employee.”

**34. Article 32.03:**

**Add New:**

“The Company agrees to set up, maintain and publicize a program of payroll deductions for the purchase of Canada Savings Bonds. Any employee who discontinues participation in the course of one year’s program, other than because of layoff or absence through injury or illness, may not be permitted to enrol for the next program, at the Company’s discretion.”

**35. Update the following letters to reflect renewed term of the Collective Agreement:**

1. p. 63
2. p. 64
3. p. 65
4. p. 68
5. p. 69

**36. Article 34.01: Effective July 17, 1999 increase the present Employer contribution from 45 cents to 50 cents.  
Effective July 17, 2000 change 50 cents to 55 cents.  
Effective July 17, 2001 change 55 cents to 60 cents.**

**37. Article 39.01: **Modify as follows:** This agreement shall become effective on date of ratification and shall continue in effect up to and including July 16, 2002.**

**JOB CLASSIFICATIONS AGREED UPON:**

1. Laser Operator: \$19.20

2. Material Controller-Paintline: \$18.00
3. RFC Driver: \$15.00
4. Shipping Dispatcher: \$16.53
5. Powder Paint Controller: Name agreed/Rate not agreed upon.
6. CNC Set Up Operator A: \$19.20
7. CNC Set Up Operator B: \$17.82
8. Panel Saw Set Up Operator: \$15.00
9. Metal Saw Set Up Operator: \$15.00
10. Shipper-DC: \$15.45
11. Spot Welder Set Up Operator A: Pearl Henry, job title change without posting the position.
12. Spot Welder Set Up Operator A LH: Vinh Chau, job title change without posting the position.
13. Shipper Receiver: Cornel Archat, job title change without posting the position.
14. Shipper Receiver: \$15.75

Note: The above rates shall be increased as per Schedule (A) Job Classification on page 16 of this Memorandum.

Delete in existing Schedule A reference to Saw Set Up Operator.

Delete in existing Schedule A reference CNC Set Up Operator.

**JOB RECLASSIFICATIONS:**  
**EFFECTIVE DATE OF RATIFICATION\*:**

1. Saranjit Singh	Shipping Dispatcher
2. Jose Andrade	Material Controller- Paintline
3. Nicola Moscatelli	Shipper-DC
4. Ariberto Degrandis	Shipper-DC
5. Perminder Singh	Panel Saw Set Up Operator
6. Thu Tran	Panel Saw Set Up Operator
7. Jorge Vega	Punch Press Set Up Operator
8. Parminder Singh	Material Controller-Paintline
9. Por Tray	Shipper-DC
10. Joe Cunha	Shipper-DC
11. Lam Nguon	Shipper-DC
12. Amarjit Singh	Shipper-DC
13. George Gouveia	Shipper-DC
14. Mohammad Ali	Shipper-DC
15. Ha To Duong	Shipper-DC
16. Ping Tang Lim	Shipper-DC
17. Kanwaldeep Hothi	Shipper-DC
18. Zia Ul Haq	Shipper-DC
19. Vinh Kien Tran	Shipper-DC
20. Gurkirat Singh	Shipper-DC
21. George Gyamerah-Antwi	Shipper-DC
22. Chin Hua Wu	Shipper-DC
23. Nhat Thuan Phan**	Shipper-DC
24. Manhar Patel **	Shipper-DC
25. Manuel Garcia**	Shipper-DC
26. Fateh Khan**	Shipper-DC
27. Shri Singh**	Shipper-DC
28. Marcos Bustillo**	Shipper-DC
29. Attilio Delsesto	Metal Saw Set Up Operator
30. Slawek Smykiel	Metal Saw Set Up Operator
31. Chi Wen Shen	Metal Saw Set Up Operator
32. Dinesh Bhikhabhai	RFC Forklift Operator
33. Kofi Osei	RFC Forklift Operator
34. Dubal Palacios	RFC Forklift Operator

**\*Effective date of ratification with the above reclassification these employees will no**

longer be designated as Lead Hands.

**\*\*Effective date of ratification, reclassified to Shipper-DC classification.**

**LETTER OF UNDERSTANDING**

**Between**

**Ontario Store Fixtures, Metal Division**

**and**

**United Steelworkers of America, Local 5338**

**Re: Payroll**

**It is the intention of the Company to change its computer systems and accounting systems to recognize a pay week that runs from the Monday to Sunday prior to the payday. As soon as this change over takes place this letter will become null and void.**

**FOR THE COMPANY:**

**FOR THE UNION:**

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**Linda Manser**  
**Director of Human Resources**  
**Manufacturing & Operations**

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**Tom Walsh**  
**Staff Representative**

**LETTER OF UNDERSTANDING**

**Between**

**Ontario Store Fixtures, Metal Division**

**and**

**United Steelworkers of America, Local 5338**

**Re: Tuition Assistance**

The parties agree that during the life of this agreement employees with more than one year service may apply for tuition assistance under the following conditions.

- (a) The employer must give prior approval for the course before registering.
- (b) The course or courses must add skill and knowledge in line with the employee's career path within the Company.
- (c) Upon successful completion of the course, the employees shall submit a copy of their marks and receipt for tuition fees and the Company shall reimburse the employee 100% of the tuition fees.

**FOR THE COMPANY:**

**FOR THE UNION:**

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**Linda Manser**  
**Director of Human Resources**  
**Manufacturing & Operations**

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**Tom Walsh**  
**Staff Representative**

**LETTER OF UNDERSTANDING**  
**Between**  
**Ontario Store Fixtures, Metal Division**  
**and**  
**United Steelworkers of America, Local 5338**

**Re: Temporary Transfers**

**In the event of a temporary vacancy, in a classification other than the machine operator classification, that the Company desires to fill, in any of the following areas: Fenmar location, Weston Road location, Sheppard Avenue location, or any new location established by the Company will temporarily transfer the senior employee holding the machine operator classification in that specific location on the shift in question where the temporary transfer is required to the temporary vacancy. The exception to this practice is if the vacancy occurs in a "A"**

**classification or a classification that has an “Assistant” designation. If such is the case, the senior employee holding the “B” classification or having an “Assistant” designation, working in the specific area where the transfer is required will be given a temporary transfer.**

**For example, if the vacancy is in the Spray Painter A classification the senior person in the Spray Painter B classification will be given the opportunity.**

**Should the senior machine operator not wish to transfer, at the Company’s discretion he may be bypassed. In such a case, the next senior machine operator will be given the opportunity.**

### **SCHEDULE (A) JOB CLASSIFICATION**

Effective July 17, 1999 increase the July 17, 1998 rates by 45 cents.

Effective July 17, 2000 increase the July 17, 1999 rates by 47 cents.

Effective July 17, 2001 increase the July 17, 2000 rates by 50 cents.

### **LETTER OF UNDERSTANDING**

**Between**

**Ontario Store Fixtures, Metal Division**

**and**

**United Steelworkers of America, Local 5338**

### **Re: Students Employed During the School Vacation Period**

The parties agree that students hired between May 1 up to and including August 31 in any current year are deemed to be students employed during the school vacation period.

The parties agree that students employed during the school vacation period are not entitled to group benefits under Article 29 and are not eligible to join the Pension Plan under Article 34.01 of the Collective Agreement, no



withstanding anything that may be to the contrary in the Collective Agreement.

The parties agree that students shall be paid \$2.00 below the probationary rate for the job classification they are assigned to.

The parties further agree that notwithstanding anything that may be to the contrary in the Collective Agreement students can not accrue seniority during the period May 1 to August 31 in any current year. The exception to this non-accrual of seniority is if the Company elects to hire the student on a permanent basis as of September 1 in any current year. In such case, the student will be given seniority back to his/her most recent date of hire.

**Dated this 7<sup>th</sup> Day of October, 1999 at the City of Toronto in the Province of Ontario.**

**For the Company:**

**For The Union:**

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