

|                   |       |       |
|-------------------|-------|-------|
| SOURCE            | Union |       |
| EFF.              | 2004  | 05/01 |
| TERM.             | 2006  | 04/30 |
| No. OF EMPLOYEES  | 160   |       |
| NOMBRE D'EMPLOYÉS | JK    |       |

## COLLECTIVE BARGAINING AGREEMENT

BETWEEN:

**DOEPKER INDUSTRIES LTD.**  
**ANNAHEIM / HUMBOLDT PLANTS**  
*(hereinafter called "the Company")*

AND:

**UNITED STEELWORKERS OF AMERICA**  
**LOCAL UNION 5917**  
*(hereinafter called "the Union")*

EFFECTIVE

May 1, 2004 to April 30, 2006

RECEIVED  
 JUN 04 2004

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## **DOEPKER INDUSTRIES LTD. MISSION STATEMENT**

*(our driving force)*

To be the best value supplier of superior products, services and solutions to our customers in the transportation industry.

## **CORE VALUES OF DOEPKER INDUSTRIES LTD.**

*(what we live by)*

Customer satisfaction  
Innovation  
Teamwork

Continuous Improvement  
Integrity  
Stability

## ARTICLE I

### 1.01 PURPOSE

It is the intent and purpose of the Parties that this Agreement will promote and improve mutually beneficial Employee relationships between the Company and its Employees and their Union, consistent with the Mission statement of the Company, and also to set forth herein the terms and conditions of employment to be observed between the Parties, and more specifically:

- a. **To** recognize and respect the rights, responsibilities and functions of each of the Parties hereto;
- b. To set forth the working conditions, hours of work, wage rates and benefits applicable to the Employees covered by the Union certification for the Anaheim/Humboldt plants;
- c. **To** establish a fair and equitable system for the promotion, transfer, layoff and recall of Employees;
- d. **To** establish a just, fair, equitable and prompt procedure for the disposition of grievances;
- e. And generally, through the full and fair administration of all terms and provisions contained herein, to develop and achieve a relationship between the Company and its Employees and their Union which will be conducive to their mutual well being.

### 1.02 INTERPRETATION

In this Agreement:

- a. "coach" means to train, motivate, guide, direct, enable and promote teamwork.
- b. "demotion" means the movement of an Employee from a position in one classification to a position in an other classification having a lower wage rate;
- c. "Employee" means an Employee of the Company covered by the Certification Order of the Saskatchewan Labour Relations Board dated April 11, 2000, and "Employees" has a similar meaning;
- d. "lay-off" means a reduction in the work force or a reduction in the regular hours of **work** of any Employee;
- e. "permanent Employee" means an Employee who has successfully completed the probationary period;

- f. "probationary period" means a period of four hundred (400) actual hours worked
- g. "promotion" means the movement of an Employee from a position in one classification to a position in an other classification having a higher wage rate
- h. "regular hourly rate" or "regular rate" means an Employee's standard hourly rate for their classification including any applicable shift/Crew Chief premiums. An Employee's standard hourly rate is subject to any adjustments made in accordance with Article 5.
- i. "*The Trade Union Act*" means *The Trade Union Act, R.S.S. 1978, Chapter T-17*, as amended;

1.03 **GENDER REFERENCES**

All articles and clauses referred to in this Agreement apply equally to both male and female Employees.

## ARTICLE 2

### **MANAGEMENT RIGHTS AND RESPONSIBILITIES**

- 2.01** Subject to the express provisions of this Agreement, the Union acknowledges and respects that the Company has and retains the sole and exclusive right and responsibility to manage **its** business in all respects, including but not limited to the following:
- a. **To** determine the Purpose and Mission of the Company, as well as establish its Core Values and Management Philosophy;
  - b. **To** manage performance to assure total customer satisfaction, superior quality, and profitability;
  - c. **To** plan, direct, and control operations, to schedule work, to determine the standards, methods, processes, and means of work;
  - d. **To** determine the location and facilities, and the extent to which locations shall operate;
  - e. **To** hire, train, promote, demote, classify, transfer, assign, reassign and layoff Employees;
  - f. **To** supervise and coach Employees, and to correct, discipline, suspend and discharge Employees for just and reasonable cause;
  - g. **To** direct the work force, including the right: to decide on the number of Employees needed by the Company, to organize the work, to assign and sub-contract the **work**, to schedule shifts, to set standards, and to maintain order and discipline:

- h. To make and to alter from time to time reasonable rules and regulations to be observed by all Employees, provided such alteration does not conflict with an express provision of this Agreement. The affected Employees and the Union shall be notified prior to any new or changed rules or regulations taking effect.

## ARTICLE 3

### UNION RIGHTS AND RESPONSIBILITIES

- 3.01 The Company recognizes and respects the Union as the sole and exclusive bargaining agent for its Employees, as described in the current Certification issued by the Saskatchewan Labour Relations Board, for the purpose of collective bargaining with respect to rates of pay, hours of employment and other conditions and terms of employment.
- 3.02 The Company agrees not to contract out any work presently performed by Employees covered by the Agreement solely for the purpose of layoff or demotion of bargaining unit Employees or deferring the recall of bargaining unit Employees. However, both Parties recognize the need of the Company to meet changing demands of the market and business. If the Company does contract out, Section 37 of the Trade Union Act will govern regarding the placement of this work. When contract work causes layoff or demotion of bargaining unit Employees or defers the recall of bargaining unit Employees, the Company agrees to release the relevant financial information this business decision **was** based on. This information will be released to the Union upon their request with the condition that all information be kept confidential.

The Parties also recognize the need to assist the Employees affected by these changes. These changes will be governed by Section 43 of the Trade Union Act. The Company agrees to exhaust the following list of possible changes before considering layoff.

- retraining for alternate work
- reassignment to other work
- attrition
- **leave** of absence
- voluntary layoff
- **job** share
- work share when available

- 3.03 a. The Company agrees that excluded personnel shall not work on any **job** which is included in the bargaining unit except for purposes of instructing, experimenting or in emergencies when an Employee in the bargaining unit is not present and available.

In emergency situations, where sufficient manpower is not present and available, a supervisor will inform a shop steward or other Employee of the work to be done by excluded personnel prior to performing the necessary work.

- b. In the event that an excluded person performs work in violation of this Article then the Company shall pay an amount equal to the hourly rate of the Employee who would normally perform such work for the period of the violation, (minimum one (1) hour) and the payment will be made to the Union.

- 3.04 No Employee shall be required or permitted to make a written or oral agreement with the Company which conflicts with the express terms of this Agreement.

## **ARTICLE 4**

### **UNION SECURITY**

- 4.01 **As required by *The Trade Union Act*:**

Every Employee who is now or hereafter becomes a member of the Union shall maintain his membership in the Union as a condition of his employment, and every new Employee whose employment commences hereafter shall, within thirty (30) days after the commencement in his employment, apply for and maintain membership in the Union, and maintain membership in the Union as a condition of his employment, provided that any Employee in the appropriate bargaining unit who is not required to maintain his membership or apply for and maintain his membership in the Union shall, as a condition of his employment, tender to the Union the periodic dues uniformly required to be paid by the members of the Union.

- 4.02 **Union Dues**

- a. Within ten (10) days after the end of the month in which they are payable, the Company shall remit the dues deducted pursuant to Article 4.01, and an itemized statement to the Union, payable to:

International Secretary-Treasurer  
United Steelworkers of America  
Unit D Box 34223  
Vancouver, BC V6J 4N1

with a copy to:

United Steelworkers of America  
#26 – 395 Park Street  
Regina, SK S4N 5B2



- b. The itemized statement, referred to in paragraph (a) above, shall include the names of the Employees from whom deductions have been made, the total amount deducted for that month, and the names of any Employees from whom deductions have not been made together with the reason(s) why such deduction was not made, along with a completed R115 Form required by the Union.
  - c. The Company agrees to print the amount of total deductions paid by each Employee for the previous calendar year on the Income Tax T4 Form.
- 4.03 During the term of this Agreement, or while negotiations for a further Agreement are being held, the Union and its members agree that they will not permit, cause, or encourage or take part in any sit-down, slowdown, or stoppage of work in any department, or any strike of any of the Company's operations or activities, nor authorize or condone any curtailment of work, or restriction, or interference with production at any of the Company's operations.
- 4.04 During the term of this Agreement, or while negotiations for a further Agreement are being held, the Company will not engage in any lockout of its Employees.
- 4.05 The Union has the right to appoint or elect up to four **(4)** members to the Negotiating Committee. The Union will notify the Human Resource Manager of the names of the members of the Committee, in writing, at least *two* (2) weeks in advance of their taking office.

## ARTICLE 5

### RATES OF PAY

- 5.01 Employees shall be paid in accordance with the rates of pay for the applicable classification as negotiated by the Company and Union. The applicable rates of pay are found in Schedule A of this Agreement.
- 5.02 Additional classifications may be established by the Company from time to time. The rates for same shall be subject to negotiation between the Company and the Union. If the Parties are unable to agree upon a rate for the new classification, the dispute may be referred to arbitration by either Party.
- 5.03 When an Employee from a higher classification is requested to work temporarily, or until **permanently reclassified**, at a lower-rated classification, he shall continue to be paid at the rate for the higher-rated classification. When an Employee from a lower classification is requested to work temporarily, up to seven days, at a higher-rated classification, he shall continue to be paid at the rate for the lower-rated classification.
- 5.04 An Employee reclassified or assigned to a lower-rated classification on a permanent basis shall be paid the established rate for the reclassified or lower-rated position.
- 5.05 An Employee on a graduated return to work program (i.e. light duty/modified work) will be paid the rate applicable to the work they are medically fit to perform provided that the

balance of an Employee's rate. up to the amount paid by the WCB or Group Insurance Company rate structure, is paid by Workers Compensation or Group Insurance Benefits

Upon medical release to full duties, the Employee will return to their previous classification and rate.

## ARTICLE 6

### HOURS OF WORK AND REST PERIODS

#### 6.01 Hours of Work

The standard hours of work and shifts required for the Company's business covered by the Agreement shall be set by the Company and may be modified by the Company from time to time for bona fide operational reasons and in accordance with the demands of the business.

**Shifts** may be amended by the Company provided that the Employees affected will be given a minimum of seven (7) calendar days notice of any amendments taking place. Employees will have the option to waive the notice period in writing. A copy of the waiver will be provided to the Union. The principle of a forty (40) hour workweek will remain.

#### 6.02 a. Standard Work Day

The standard workday shall commence at the start of the Employee's regularly scheduled shift and end twenty-four (24) hours later.

#### b. Standard Work Week

**Day Shift:** The day shift will normally be eight (8) hours per day, (excluding lunch breaks) five (5) days per week, Monday through Friday. The normal hours of work shall be from 6:00 A.M. to 2:30 P.M.

**Afternoon Shift:** The afternoon shift will normally be ten (10) hours per day, (excluding lunch breaks) four (4) days per week, Monday through Thursday. The normal hours of work shall be from 2:30 P.M. to 1:00 A.M.

#### c. Coffee Breaks

There shall be one (1) scheduled fifteen (15) minute paid coffee break in the eight (8) hour day shift approximately mid-morning of the day shift. There will be two (2) scheduled ten (10) minute paid coffee breaks approximately midway between each half of the ten (10) hour afternoon shift.

#### d. Lunch Breaks

All eight (8) hour and ten (10) hour shift Employees shall be entitled to an unpaid thirty (30) minute lunch break. The lunch break will normally be around the fifth (5th) hour of the shift.

6.03 Shift schedules shall be posted by the Company. The Company will provide an Employee with a minimum of seven (7) calendar days notice of a change of shifts. Where less than seven (7) calendar days notice is given, the Employee shall report for work and the Company shall pay, by way of compensation, time and one-half (1 1/2x) the

Employee's hourly rate for the first shift worked following such change. No Employee's regular schedule shall be reduced or interrupted to avoid payment of this compensation. Employees will have the option to waive the notice period in writing in which case this compensation will not be paid. A copy of the waiver will be provided to the Union.

#### 6.04 Reporting-for-work pay

- a. When an Employee reports for his regularly scheduled shift and there is no work available, he shall receive a minimum of three (3) hours pay at his regular rate, providing that, if three (3) hours work is not available at his regular job, he shall **perform** such other work as may be assigned to him to qualify for such pay.

The provisions of this section shall not apply in the case of shutdown or cessation of work necessitated by emergencies beyond the control of the Company, or if the Employee was previously instructed not to report.

- b. In the case of shutdown or cessation of work necessitated by emergencies beyond the control of the Company, an out-of-town Employee who drove to work will be compensated for incurred travel expenses based on the number of kilometers from the Employee's primary residence to and from work, times the current Company authorized rate (\$0.31 per km, currently). The onus is on the Employee to apply for this allowance.

#### 6.05 Call-in Pay

If an Employee is requested to work outside his scheduled shift, he shall be paid in accordance with the overtime provisions in this Agreement.

If an Employee is called in to work where the hours are not consecutive to his regularly scheduled shift, a minimum of three (3) hours at the Employee's regular rate will be paid.

#### 6.06 Overtime Compensation

**Eight (8) Hour Day Shift:** One and one-half times (1 1/2x) the Employee's regular hourly rate shall be paid for time worked in excess of eight (8) hours in any twenty four (24) hour period or time worked in excess of forty (40) hours in any work week.

**Ten (10) Hour Afternoon Shift:** One and one-half times (1 1/2x) the Employee's regular hourly rate shall be paid for time worked in excess of ten (10) hours in any twenty four (24) hour period or time worked in excess of forty (40) hours in any work week.

Employees shall be paid two time's (2x) the Employee's regular hourly rate for time worked in excess of forty eight (48) hours in any work week.

The workweek hours shall be shortened by eight (8) hours for each statutory holiday falling in the week.

**All** overtime must first be authorized by the Supervisor. For the purposes of calculating overtime, the standard payroll week will be between midnight Saturday and midnight on the Saturday immediately following.

There will be no pyramiding in the compensation of overtime.

- 6.07 The Parties agree that available overtime will be distributed in an equitable manner to those Employees interested and qualified to do the work.

**6.08 Overtime Meals**

If scheduled overtime is immediately before or immediately after the day or afternoon shift and is greater than two (2) hours; an Employee is entitled to a thirty (30) minute unpaid lunch break and eight (8) dollars meal allowance.

Employees shall be entitled to a ten (10) minute paid break prior to working overtime on a day shift, provided that the overtime is one and one-half (1.5) hours or more. Employees working one and one-half (1.5) hours or more before a night shift will be entitled to a ten (10) minute paid break prior to the start of the regularly scheduled shift.

**6.09 Overtime Compensation for Training**

- a. Voluntary Training – Employees will not be paid for travel time to attend an external training course on a voluntary basis, if the travel time extends beyond the Employee's regular shift duration.
- b. Required Training – Employees will be paid straight-time rates for travel time to attend an external training course that is a requirement of their job. If the travel time extends beyond the Employee's regular shift duration. This applies to travel on weekends as well.
- c. For an extended out-of-town training course that is a requirement of the job, the Employee will be paid for the duration of their scheduled shift for each training day and will be paid overtime rates for any training time that extends beyond the scheduled hours of work.

Illustration for extended out-of-town training for Employee who is scheduled for dayshift:

| Day       |                                  | Pay                           |
|-----------|----------------------------------|-------------------------------|
| Sunday    | 5 hours travel time              | 5 hours at straight-time rate |
| Monday    | 9 hours training                 | 8 hours + 1 overtime hour     |
| Tuesday   | 8 hours training                 | 8 hours                       |
| Wednesday | 8 hours training                 | 8 hours                       |
| Thursday  | 6 hours training                 | 8 hours                       |
| Friday    | 4 hours training, 5 hours travel | 9 hours at straight-time rate |
|           | Total                            | 46 regular + 1 OT hour        |

**ARTICLE 7**

**STATUTORY HOLIDAYS**

- 7.01 All Employees who qualify for payment of the Statutory Holidays listed below shall receive their regular rate for the scheduled hours of their shift for each of the Statutory Holidays for which they qualify.
- 7.02 Statutory Holidays to be observed by this Agreement are: New Years Day, Good Friday, Victoria Day, Canada Day, 1<sup>st</sup> Monday in August, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, and any other day that may be declared a legal holiday by the Provincial government. Should any of the above holidays fall on an Employee's day(s) off, the Employee shall receive an additional day with the applicable pay in accordance with Article 7.01, to be taken adjacent to the Employee's normal days off or at a time mutually agreed between the Employee and the Supervisor.

7.03 Employees will not be scheduled to work on a Statutory Holiday.

7.04 **Eligibility for Statutory Holiday Pay**

- a. To be eligible to receive pay for a Statutory Holiday, an Employee must work his last regularly scheduled shift immediately prior to the holiday and his first regularly scheduled shift following the holiday.
- b. The eligibility requirements in (a) above will be waived when the Employee's absence from an eligible shift has been because of:
  - a Company approved leave of absence that is not longer than one (1) week, or
  - when an Employee fails to meet the eligibility requirements because of a bona fide sickness or accident that is not covered under a Workers Compensation or Disability Insurance Program.

An Employee who is on a Workers Compensation or Disability Insurance Program will have their Statutory Holiday pay covered by these agencies.

7.05 **Normal Schedule**

In a week where a Statutory Holiday occurs the normally scheduled workweek must prevail.

7.06 **Statutory Holiday During Employee's Vacation**

Should a Statutory Holiday occur during an Employee's vacation period, the Employee will receive the applicable statutory pay, in accordance with Article 7.01, for that day. The time for the Statutory Holiday will not be deducted from the Employee's vacation entitlement.

## ARTICLE 8

### VACATIONS

8.01 **Vacation entitlement (time only)**

An employee must pass their probation period before being entitled to vacation time. The employee will accrue vacation pay during their probation period.

|   |  |
|---|--|
| To end of first calendar year                             | 1.25 days for each month of service to a maximum of 15 working days. |
| Next calendar year up to the end of Employee's tenth year | 3 weeks  |
| The end of year ten and up                                | 4 weeks  |

Vacation entitlement (time) will not be carried forward from year to year

**8.02** Vacation Pay

During the first nine (9) years of employment, vacation pay is calculated at the rate of three-fifty seconds (3/52nds) of total earnings in the same year.

After nine (9) years of employment, vacation pay is calculated at the rate of four-fifty seconds (4/52nds) of total earnings in the same year.

---

| <b>Year of Employment</b>           | <b>Vacation Entitlement</b>   | <b>Vacation Pay Earned</b>  | <b>Vacation Pay Entitled to Receive When Taking Vacation Time</b> |
|-------------------------------------|---|---|---|
| To Dec. <b>31, 94</b>               | 1.25 days for each month of employment (once probation period ends) | 3/52nds of total earnings   | Vacation pay = total straight-time earnings missed.               |
| Jan <b>1/95</b> to Dec <b>31/02</b> | 3 weeks   | 3/52nds of total earnings   | Vacation pay = total straight-time earnings missed.               |
| Jan <b>1/03</b> to Dec <b>31/03</b> | 3 weeks   | 3/52nds of total earnings to June 30/03; 4/52nds of total earnings thereafter | Vacation pay = total straight-time earnings missed.               |
| Jan <b>1/04</b> to Dec <b>31/04</b> | 3.5 weeks   | 4/52nds of total earnings   | Vacation pay = total straight-time earnings missed.               |
| Jan <b>1/05</b> and up              | 4 weeks   | 4/52nds of total earnings   | Vacation pay = total straight-time earnings missed                |

**8.03** The Employee's anniversary date for vacation pay and entitlement calculations will be based on the Employee's date of hire.

**8.04** Vacation Pay Upon Termination

In the event that an Employee is terminated during the course of a working year in respect of which he has not received an annual vacation, he shall receive the appropriate percentage of his total pay earned during the portion of the year that he has worked in accordance with the provisions of Article 8.02 above.

## 8.05 Vacation Scheduling

Employees shall have preference in respect to annual vacations within their Vacation Group (see below) according to the seniority list provided they file applications before April 1 of each year for vacations to be taken in that year. The Company will schedule vacations prior to May 1 of each year.

Any other vacations outside of the above window must be requested a minimum of seven (7) calendar days in advance; however, requests given with less notice will be considered at the Company's discretion. Employees shall have preference in respect to these vacation days based on a first-come, first-serve basis.

The Company reserves the right to limit the number of Employees permitted to be on vacation from any job position and department at one time for operational efficiency.

The limit shall not be less than 25% (rounded to the nearest number and minimum of one) of the Employees in a vacation group who will be granted vacation at any one time for applications filed prior to April 1 of each year. After that time, the limit shall not be less than 20% (rounded to the nearest number and minimum of one) of the Employees in a vacation group who will be granted vacation at any one time.

### Vacation Groups

#### JOB POSITIONS

The following positions within classifications will be grouped by shift for vacation purposes:

|                       |                        |
|-----------------------|------------------------|
| Finisher              | Janitors (All)         |
| Metal Fabricator      | Transport Operator     |
| Sandblaster           | Courier                |
| <b>Prepper</b>        | Repair Bay Technician  |
| Painter               | Retail Parts Assistant |
| Tool Crib Clerk       | Shipper/Receiver       |
| Paint Trainer         | Parts Coordinator      |
| Suspension Technician |                        |

Welder  
(Minimum of 1 qualified aluminum welder is required to work per shift.)

Crew Chiefs  
(If there is one **CC** in a department per shift, then only one can go on vacation at one time.)

The following positions will NOT be grouped **BY** SHIFT for vacation purposes:

Maintenance Technician  
Equipment Operator  
Paint Kitchen  
**CNC** Plasma Cutter

- 8.06 Employees may request vacation pay on the payday prior to their scheduled vacation. This **is** provided that a minimum of one (1) week's vacation is booked at that time and a **minimum** of two (2) weeks notice in writing **is** given to the Human Resources Department. If an Employee requests a vacation during the week of a Statutory Holiday, this will be counted as one (1) week's vacation for the purposes of Article 8.06.

If less than one (1) week's vacation is booked, the appropriate vacation pay will be paid on the corresponding payday to their vacation time.

#### 8.07 **Plant Shutdowns**

The Company will schedule two plant shutdowns per year, one near the July 1 Statutory holiday and one between the Christmas and New Year Statutory holidays. The shutdown periods will be considered vacation time for all employees not scheduled to work (i.e. – except maintenance staff and cleaning volunteers) during the shutdowns; however, employees may opt to take one of the two shutdowns as an unpaid Leave of Absence.

Specific shutdown dates for the next three years are as follows:

Summer 2004 – The July 1 holiday will be scheduled for July 1 for evening shift employees, and July 2 for dayshift. The plant will be shutdown July 5 to 9.

Christmas 2004 – The December 25 holiday will be scheduled for December 23 for evening shift employees, and December 24 for dayshift. The January 1, 2005 holiday will be scheduled for December 30 for evening shift employees, and December 31 for dayshift. The plant will be shutdown the remainder of the week of December 27.

Summer 2005 – The July 1 holiday will be scheduled for June 30 for evening shift employees, and July 1 for dayshift. The plant will be shutdown July 4 to 8.

Christmas 2005 – The December 25 holiday will be scheduled for December 26 for all employees. The January 1, 2006 holiday will be scheduled for December 29 for evening shift employees, and December 30 for dayshift. The plant will be shutdown the remainder of the week of December 26.

Summer 2006 – The July 1 holiday will be scheduled for July 3 for all employees. The plant will be shutdown the remainder of the week of July 3.

Christmas 2006 – The December 25 holiday will be scheduled for December 25 for all employees. The January 1, 2007 holiday will be scheduled for January 1 for all employees. The plant will be shutdown the remainder of the week of December 25.

## **Article 9**

### **Seniority, Job Postings, Transfers, Lay-off and Recall**

- 9.01 The Parties recognize that job opportunities and security increase in proportion to seniority, skills, abilities, and, in the case of Crew Chief positions, performance and discipline.
- 9.02 The Parties also recognize the importance of maintaining superior levels of skills, ability and performance in the work force, for the benefit of the customers, the Employees and their Union, **and** the Company. They will work together to promote an environment that fosters superior skills, ability and performance.
- 9.03 **Job profile**
- a. The Company will use job descriptions and profiles to describe the skills, abilities, work experience, and performance standards and behaviors required to perform each job. Existing positions and existing Employees whose original date of hire



precedes January 1, 2001 are exempt from any entrance requirement adjustments.

- b. When an Employee is being considered as a candidate to fill a vacancy, new position, or transfer, or when the Company is deciding who will be retained in the event of a lay-off, or whether he will be entitled to recall from lay-off, the Employee will be assessed against the requirements of the job, as described in the job, as described in the job descriptions and profiles.
- c. The Company will consult with the Union prior to adding new qualifications to a job description and profile.

#### **9.04 Performance evaluation**

- a. The Parties believe that an Employee performs and develops best when he knows exactly what is expected of him, and how he is doing relative to these requirements. The Company conducts regular performance evaluations with each Employee, to help the Employee maintain performance, and to identify areas for additional training or development. Required training will be provided by the Company.
- b. The performance review is conducted in a meeting between the Employee and his Supervisor, and the participants will use the job description and profile as the basis for assessing performance. Wherever performance improvement is required, specific examples will be provided by the Supervisor. In addition, the Employee's disciplinary record - should he have one - will be reviewed.
- c. Each performance review will be documented and signed by both the Employee and the Supervisor. Then, a copy will be provided for the Employee. The Employee signs the performance review acknowledging that he is aware of the document. The Employee will have a section for their comments on all performance reviews.
- d. Performance reviews will be conducted once a year, and may be done as often as once a month in the case of an Employee on probation or in a trial period.

#### **9.05 Accrual, maintenance and loss of seniority**

- a. Seniority of an Employee will be calculated as the individual's length of service with the Company since the most recent date of hire, provided the Employee has completed his probation period, subject to the provisions in this Article.
- b. Seniority shall continue to accumulate during:
  - i. Lay-off;
  - ii. Sickness or disability;
  - iii. Training and Development Leaves requested by the Company;
  - iv. Leaves in accordance with maternity and parental provisions, for periods as established in applicable legislation and regulations;
  - v. Bereavement and Compassionate Leave;
  - vi. Jury Duty;
  - vii. Union Leaves as authorized by the Company;
  - viii. Other authorized leaves up to thirty (30) days that are not for the purpose of personal commercial business.

- c. Seniority will be maintained during:
- i. An Employee's transfer to a non-scope position for a maximum of two (2) years;
  - ii. An Employee accepting a Union assignment, or running for an elected Office in the Union, for one (1) term, maximum *two* (2) years;
  - iii. Other authorized leaves, greater than thirty (30) days but less than (1) year.

In each of these instances, the Employee's seniority will be maintained at the amount accumulated up to the day the Employee leaves his job in the bargaining unit.

- d. Seniority will be lost when an Employee:
- i. Resigns or retires;
  - ii. Has expired his recall rights;
  - iii. Is discharged for just and reasonable cause, and is not reinstated pursuant to the Grievance and Arbitration process;
  - v. Does not return to work on the date specified following a leave of absence, unless the Employee has valid proof of a satisfactory reason why he could not do so;
  - vi. Fails to return from a lay-off within the time specified by this Agreement;
  - vii. Accepts a non-scope or Union position for a period exceeding those prescribed in 9.05 (c), above.

#### 9.06 Seniority Lists

- a. Seniority lists shall be posted on January 1, April 1, July 1 and October 1 of each calendar year. For each Employee, the seniority list will include the following information:
- i. Name;
  - ii. Length of service from the most recent date of hire; and
  - iii. Classification.
- b. The seniority list shall be posted by the Company on the plant bulletin board.
- c. At the time of posting, a copy of the seniority list shall be forwarded to the Union.
- d. New Employees shall have their seniority calculated and maintained by the Company separately, until it can be added to the existing list as provided for in this Article.

#### 9.07 Job postings

When filling a vacancy or new position, or offering a transfer, the Company shall award the **job** to the applicant with the greatest seniority, provided that he possesses the minimum skills and ability to perform the work. When filling Crew Chief positions consideration will also be given to performance and discipline. Applicants for a Crew Chief position must not have received a disciplinary written warning or suspension within the **past** nine (9) months to be considered for that position.

- a. All vacancies and new positions will be posted on the bulletin boards in each department for at least seven (7) calendar days. A copy of all postings will be given to the unit president.

- b. The standard form to be used for a posting on the bulletin board shall specify the name of the job and the classified rate, and the closing date for the posting. A copy of the Job Description and the Job Profile will be attached.
- c. The Company shall post the name of the successful applicant on all bulletin boards within seven (7) calendar days of a selection being made. The successful applicant will commence work on the vacant or new position within ~~two~~ (2) weeks of the expiration of the posting period.
- d. The Company may fill the vacancy with senior Employees who possess the skill and ability and who wishes to fill the temporary vacancy pending the completion of the job posting procedure. If the senior Employee declines to fill the temporary vacancy, then the Company may fill the vacancy with the most junior Employee who possesses the skill and ability.

#### 9.08 Trial Period

- a. Any Employee who fills a vacancy or new position through the job posting procedure will be on a trial period for up to thirty (30) calendar days, with a minimum of one hundred thirty (130) hours, actually worked. During this trial period, the Employee must demonstrate that he can satisfy the requirements of the **job**.
- b. Should the Employee be unable to satisfy the requirements of the job during the trial period, or should he decide during the trial period that he does not want to continue in the job, then the Employee will be returned to his former job.
  - i. In such cases, the Company shall have the right to require all Employees who previously changed job positions to accommodate the Employee's trial period, ~~to~~ move back into the jobs they occupied prior to the trial period.
  - ii. The Company will then be allowed to offer the position to the next most senior Employee who applied in the original posting, providing that he has the skills and ability. Performance record and discipline will also be considered for Crew Chief positions as per Article 9.07.

#### 9.09 Temporary Transfers

The Company may transfer a qualified Employee on a temporary basis to any **job** for a period of up to, and **including**, thirty (30) days with no wage loss resulting from the transfer. The Company may fill the vacancy with senior Employees who possess the skill and ability **and** who wish to **fill** the temporary vacancy. If the senior Employee declines to **fill** the temporary vacancy, then the Company may fill the vacancy with the most junior Employee who possesses the skill and ability.

**The** Company retains the right to assign an Employee to a job for up to seven (7) days.

#### 9.10 Lay-offs

When laying **off** Employees, the Company shall retain the Employees who have the greatest seniority, provided they have the minimum skills and ability to perform the available work.

When a lay-off occurs, the Employee with the least seniority within a particular classification shall be the first to be laid off. The senior Employee may bump to another classification if they have the immediate skills and abilities to perform the full duties of the job.

#### 9.11 **Lay-off Notice**

Employees who are to be laid off will be entitled to lay-off notice in writing, or pay in lieu of notice, consistent with *The Labour Standards Act*, as follows:

- a. One (1) Standard Work Weeks' notice if his period of employment is less than one (1) year;
- b. Two (2) Standard Work Weeks notice if his period of employment is one (1) year, but less than three (3) years;
- c. Four (4) Standard Work Weeks notice if his period of employment is three (3) years, but less than five (5) years;
- d. Six (6) Standard Work Weeks notice if his period of employment is five (5) years, but less than ten (10) years; and,
- e. Eight (8) Standard Work Weeks notice if his period of employment is greater than ten (10) years.

Failing such notice, or the inability of the Company to provide work for the full period of the Employee's required notice, the Company shall pay the Employee an amount equal to the balance of the number of regularly scheduled hours the Employee should have worked during the required notice period. The payment will be based on the Employee's straight time classified rate.

#### 9.12 **Recall from Lay-off**

- a. Employees shall be recalled in order of seniority, provided that those to be recalled possess the necessary skills and ability to perform the work available.
- b. An Employee who has been laid off must ensure that the Company has a current telephone number and address for the purpose of recall.
- c. Recall notification will be initially by phone. The Company will attempt to make no less than two (2) calls per day, for two (2) consecutive calendar days, and leave voice messages if the Employee has such a service. The Company shall keep a record of these calls, including the date and time, and what transpired in the communications.

Failing contact by phone, the Company will send notice by registered mail. Any Employee failing to report for duty within seven (7) calendar days from the date the letter was sent, shall be considered to have resigned his employment with the Company.

- d. An Employee who fails to contact the Company having received the registered letter shall be considered to have resigned his employment with the Company. Employees who have responded pursuant to Article 9.12 (c), the Company, upon request, shall grant the Employee an additional fourteen (14) calendar days to report to work for his first shift.
- e. An Employee who fails to report for work on the agreed upon date shall be considered to have resigned his employment with the Company.

9.13 Recall Rights

An Employee who has successfully completed his probation period shall have recall rights for twenty-four (24) months.

9.14 Job Abolishment

If an employee's job is abolished and, as a result, the employee is required to train for a lower paying position, he may not be required to take a pay cut. If the new position is within the same classification as the previous position, the Employee will be red-circled at their current rate for up to one year so that he can train and acquire the skills necessary to do the job qualifying him for his current wage rate.

If the new position is not in the same classification, and is in a lower-paid classification, the Employee's wage will be red-circled at the highest rate available in the new position. If the new position is not in the same classification, and is in a higher-paying classification, the Employee's wage will be red-circled at their current rate.

One year after the new position begins, or upon meeting advancement criteria with the one year period, the Employee will earn the wage rate for his job function consistent with his qualifications.

## ARTICLE 10

### SAFETY AND HEALTH

10.01 The Company and the Union agree that it is in the interest of all concerned to maintain high standards of safety and health in order to prevent occupational injury and disease.

10.02 Roles and Responsibilities

The Parties agree to accept all responsibilities and carry out all duties required by the Occupational Health and Safety Act (1993) and The Occupational Health and Safety Regulations (1996).

10.03 Occupational Health and Safety Committee

- a. The Company will establish an Occupational Health and Safety Committee (hereinafter called the OH&S Committee) consisting of four (4) members designated by the Union and four (4) members designated by the Company. The OH&S Committee shall meet not less frequently than once every two (2) months. All time spent by OH&S Committee members shall be considered as time worked. Committee members will be granted time to prepare for meetings as per 48(1) of the Occupational Health and Safety Regulations. Each Party shall select a co-chairperson.
- b. The Company will cooperate with the OH&S Committee and will provide them with reasonable access for carrying out their investigations and will furnish relevant reports, plans and records.
- c. The Company agrees to consult with the OH&S Committee in developing and updating its Occupational Health and Safety Programs that includes the following:

- i. A written policy statement;
  - ii. General safety rules;
  - iii. Safe working procedures for each process;
  - iv. A list of hazardous materials, safe handling procedures, and antidotes; (WHMIS)
  - v. Provisions for regular bi-monthly OH&S meetings for each Supervisor's department;
  - vi. Procedures for serious accident and incident investigation; and
  - vii. Procedures for safety tour inspections.
- d. Co-chairs of the OH&S Committee will accompany all government inspectors relevant to OH&S committee work during inspections and investigations.
  - e. Minutes of all OH&S Committee meetings posted on the bulletin boards
  - f. **OH&S Education Leaves**

The Company will provide up to five (5) days of paid educational leaves in each year for members of the OH&S Committee to attend approved OH&S courses.

#### **10.04 Notification of Injury or Illness**

- a. Any Employee suffering an injury or illness must immediately seek First Aid and report to their Supervisor as soon as possible.
- b. In the case of an on-site injury, or a case of occupational illness, two (2) trained members of the OH&S Committee, one Union member and the other a Management member, will investigate the incident within twenty-four (24) hours of the incident.

#### **10.05 Injured Employee**

- a. Where an employee is injured on the job to the extent that they are required to obtain treatment at a medical facility or doctor's office. the Company will maintain the employee's normal daily earnings for the day of injury.
- b. The Company shall provide transportation at no cost to the Employees if medical treatment is required at the time of injury.

#### **10.06 Employees Working Alone**

Where an Employee is employed under conditions where he might be injured and not be able to secure assistance, the Company shall devise some method of checking on the well being of the worker at intervals of not less than once per hour.

**10.07** The Company understands the importance of having qualified First Aid attendants and, therefore, agrees to train as many attendants as required by the OH&S Act and Regulations, at the Company's expense.

#### **10.08 Safety Equipment**

- a. Employees must wear the approved personal protective equipment designated for their work assignments.
- b. The Company shall provide an adequate supply of personal protective equipment, as required for specific jobs or tasks. that shall include:

- i. leather faced work gloves
- ii. mono goggles (prep and blast)
- iii. face shields
- iv. ear protection
- v. welding gloves
- vi. non-prescription safety glasses
- vii. welding helmets
- viii. respirators
- ix. knee pads

This equipment is Company property and must be used for Company business only unless otherwise approved.

The OH&S Committee shall review the quality of the personal protective equipment for effectiveness. Any other personal protective equipment required that is not listed above shall be recommended by the OH&S Committee.

- c. The Company recognizes that Employees who work in the yard must do so in severe weather, therefore, the Company agrees to comply with the OH&S Act and Regulations in this regard.

#### 10.09 **Right to Refuse Unsafe Work (section 23 of the Act)**

A worker may refuse to perform any particular act or series of acts at a place of employment where the worker has reasonable grounds to believe that the act or series of acts is unusually dangerous to the worker's health or safety or the health or safety of any other person at the place of employment until

- i. sufficient steps have been taken to satisfy the worker otherwise; or
- ii. the OH&S Committee has investigated the matter and advised the worker otherwise.

- a. A worker who refuses to perform unsafe work shall promptly report the circumstances of his refusal to his Supervisor who shall immediately investigate the refusal with a Union member of the OH&S Committee;
- b. In the event that there was no resolve following the investigation and any steps **taken** to deal with the circumstances that caused the Employee to refuse to perform the unsafe work, then the refusal shall remain in effect until an Occupational Health and Safety Officer has investigated the matter,
- c. The Employee will be found alternative work while the work refusal is in effect
- d. Where a worker has refused to perform an act or series of acts pursuant to section 23, the Employer shall not request or assign another worker to perform that act or series of acts unless that other worker has been advised by the employer, in writing, of:
  - i. the refusal and the reasons for the refusal;
  - ii. the reason or reasons the worker being assigned or requested to do the act or series of acts can, in the Employer's opinion, carry out the act or series of acts in a healthy and safe manner; and
  - iii. the right of the worker to refuse to do the act or series of acts pursuant to section 23.

12.06 Maternity and Parental Leave

The Employer shall provide Maternity and Parental Leave in accordance with the provisions of the *Labour Standards Act* in Saskatchewan provided the Employee meets all requirements and obligations for the granting of such leave pursuant to the Act.

12.07 General Leave

Employees may be granted leaves of absence without pay at the discretion of the Company. All requests must be given to the Company in writing. The Company shall not unreasonably deny a leave of absence and shall respond to the Employee in writing within seven (7) days.

12.08 In the case of an unforeseen emergency involving an employee and/or an employee's immediate family, the Company will make every reasonable effort to accommodate a request for a leave of absence without pay.

## ARTICLE 13

### GRIEVANCE PROCEDURE

13.01 Definition and Recognition of a Grievance

- a. Any complaint, disagreement or difference of opinion between the Parties respecting the interpretation, application, operation or alleged violation of the Collective Agreement, including any dispute with regard to discipline or discharge, shall be considered to be a grievance.
- b. Any such complaint, disagreement or difference of opinion will be recognized as a grievance by following the grievance procedure.

13.02 Grievance Procedure

a. Informal Step:

**As** an informal step, the Employee is encouraged to make an earnest and constructive effort to resolve the grievance directly with the Supervisor to whom he reports. If the Employee so chooses, he can be accompanied by the Shop Steward for the department in which the Employee works.

b. **Step One:**

At this step, notice in writing of the grievance must be filed with the Employee's Supervisor, within fifteen (15) calendar days after the occurrence of the alleged grievance, or of the date on which the Employee first has knowledge of it.

The notice in writing shall briefly but clearly describe the nature of the incident or occurrence which gave rise to the grievance and it shall clearly state the provision of the Agreement which has been violated. To assist the Employee and the process, the Employee shall use the standard form provided for this purpose.



## ARTICLE 11

### GENERAL PROVISIONS

- 11.01** a. The Company agrees to provide one (1) Bulletin **Board** in each building, to be located near the time **clock**, for the exclusive use **of** the Union.
- b. The **Bulletin Board(s)** shall be used for posting of **Union** notices and official papers **pertain**ing to collective bargaining, the Collective Bargaining Agreement and good **labour/management** practices. Notices **will** be posted only by officers of the Union and shall be consistent with the spirit and intent of this Agreement.
- 11.02** a. Any notice required to be **given** to the Company under the terms of this Agreement shall be given **in** writing by registered mail, facsimile, or in person, addressed to the Manager of Human Resources at the Company's registered address in **Annaheim, SK**.
- b. Any notice to be given to the Union under the terms of this Agreement will be given to the Unit President, unless otherwise **specified**. Notice to bargain will be forwarded to the **USWA Regina office** listed in **4.02** (a).
- 11.03** On the request of either Party, **the Parties** shall meet at least once every two **(2)** months until this Agreement **is** terminated for **the** purpose of discussing fundamental business issues that affect the Company and its Employee's and their Union.
- 11.04** Prior to accessing the plant or the operations of the Company, a Union Representative shall first obtain permission from **the** Company by contacting the local Manager of Human Resources in **Annaheim**. Permission shall not be unreasonably withheld. The Union agrees that there will be no **disruption** of normal operations.
- 11.05** The Company **will** make the Agreement available to all Employees electronically or in printed leaflet form upon their request. Upon being hired, **each** new Employee will be given a copy.

## ARTICLE 12

### LEAVES OF ABSENCE

#### **12.01 Paid Leave– Compassionate Leave**

An Employee shall be permitted time off work for **the** purpose of arranging and attending the funeral of a member of his **immediate** family, up to a maximum of five (5) days. The term 'immediate **family**' means a spouse (including common-law spouse), parent, grandparent, child, brother or sister of an Employee or of a spouse.

**For** employees who have completed **their** probation period, if the death was a child **or** spouse, he shall be paid a bereavement allowance equivalent to five (5) scheduled shifts

at this regular hourly rate, not to exceed forty (40) hours. If the death was a parent of the employee or of a spouse, he shall be paid a bereavement allowance equivalent to two (2) scheduled shifts at his regular hourly rate.

The Employee may be requested to provide proof of the death.

The Company may grant additional unpaid bereavement leave if requested by the Employee.

#### **12.02 Jury Duty**

- a. The Company shall pay an Employee who is required for jury service, or who is subpoenaed as a Crown witness in a criminal case, the difference between the amount of regular earnings for the scheduled shift for that day that he would have received from the Company and the amount of pay received from the Court.

In order to qualify for any compensation by the Company under this Article, the Employee shall first present proof of service and the amount of pay received from the court. However, the Company shall not be required to pay for time lapsed during postponement or recess if the Employee could have returned to work at the Court's consent. This paragraph shall not apply to probationary Employees.

- b. An Employee discharged from such duty before the end of his regularly scheduled shift shall contact the Company and advise the Company of his discharge from duty. The Employee may be required to report to his shift upon his discharge from duty.

#### **12.03 Union Leave**

The Company may grant a leave of absence without pay to Employees who have been elected or appointed by the Union to attend Union conventions or schools. The Company will make every reasonable effort to accommodate the Union's request. This leave will be granted provided such absence does not interfere unduly with operations and the duration of the leave does not exceed two (2) weeks. Only four (4) Employees will be granted leave at any one time. The Union must give the Company fourteen (14) days notice in writing.

- 12.04 The Company may grant an unpaid leave of absence to an Employee who is appointed or elected to work for the Union for a period of up to two (2) years. The Company will make every reasonable effort to accommodate the Union's request. Request for such approved leave must be given to the Company in writing and signed by a representative of the International Union. This written request must be given to the Company at least thirty (30) days prior to leave request date. An Employee who obtains such leave of absence shall return to his former job.

Not more than one Employee may be on leave under this section at any one time. The Employee must give the Company a minimum of thirty (30) days' notice in writing of their return to work date. For short-term leaves, the return to work date may be put in the original request to the Company.

- 12.05 The Company may grant an unpaid leave of absence not to exceed three (3) days to an Employee to attend to Union business. The Company will make every reasonable effort to accommodate the Union's request provided that three (3) days' notice will be given to the Company.

Any meeting between the Parties at this step must involve the Employee, Shop Steward and Supervisor.

The Supervisor will make an earnest and constructive effort to answer the grievance in writing within ten (10) calendar days.

c. **Step Two:**

In the event that a resolution of the grievance, satisfactory to the Union and the Company, does not result at Step One, the Shop Steward and the Union Staff Representative shall agree to meet with Management to discuss the grievance within ten (10) calendar days from the date the grievance was referred to **Step Two.**

All answers to Step Two of the grievance procedure shall be in writing, and given within ten (10) calendar days of the Step Two meeting. If the grievance is not resolved, then, at the request of either Party, the grievance may be referred to arbitration.

d. **Step Three – Mediation**

Within seven (7) calendar days following the Step Two answer, by mutual agreement, the Parties may choose Grievance Mediation as the next step to resolve the dispute. The Mediator will be arranged through the Department of Labour.

e. **Step Four – Arbitration:**

Within seven (7) calendar days following the Step Two answer, or within seven (7) calendar days following an unsatisfactory result in Step Three, the Parties will jointly notify one Arbitrator selected from the following list:

1. Ken Norman
2. Bill Campbell

Selection of an Arbitrator for the first arbitration shall be in alphabetical order until an Arbitrator is found. Subsequent arbitration will be done on a rotating basis. If none of the Arbitrators listed above are available, then an appointment shall be made by the Minister of Labour in the Province of SK.

The Arbitrators referred to in this Article do not have the authority to amend, modify, ~~biter~~ or in any way change this Collective Agreement.

Once an Arbitrator has been selected or appointed, the Arbitrator shall convene a hearing, consider the submission of the Parties, and render his decision which shall be final and binding upon the Parties.

Each Party shall bear the costs of their representatives, and half the cost of the Arbitrator and any off-site facilities, if required.

f. **Time Limits:**

Saturdays, Sundays and Statutory Holidays shall be excluded in determining the time within which any step is to be taken under the foregoing provisions of this Article.

Any and all time limits fixed by this Article may be extended by mutual agreement between the Company and Union.

If a grievance is not advanced through the Steps of the Grievance Procedure within the specified time limits, the grievance shall be deemed to be abandoned and all rights of recourse to the Grievance Procedure shall be at an end. The abandonment of a grievance under this Article shall not prejudice future cases of a similar nature.

**13.03 Union and Company Policy or Group Grievance**

The Union or the Company may file a policy or group grievance.

## **ARTICLE 14**

### **HEALTH AND WELFARE**

**14.01** The Company agrees to continue providing the group benefits, and the cost sharing of those benefits, which were in effect on the date of signing of this Agreement. Benefits available to Employees and eligibility for coverage shall be as set forth in the respective contracts between the Company and the carrier.

**14.02** Employees are eligible to participate in the Company pension program after 3 months, provided the Employee has completed the probationary period. If the Employee **contributes 2%** of their earnings, the Company will contribute a matching 2%. After completing five (5) years of employment, if the Employee contributes 3% of their earnings, the Company will contribute a matching 3%.

Beginning May 1, 2005, after completing ten (10) years of employment, if the Employee contributes **4%** of their earnings, the Company will contribute a matching 4%.

**14.03 Incentive Plan – see attachment**

**14.04 Safety Allowance**

**\$150** will be available annually (on a calendar year basis), toward the purchase of safety wear (CSA approved safety boots, prescription safety glasses, welding sleeves or jackets, coveralls, etc.) to Employees who are required to wear the equipment (Janitors and courier driver exempt). To qualify, an Employee must have been with the Company **for** at least six (**6**) months. Receipts required.

**14.05 Yard Clothing Allowance**

**\$150 will** be available annually (on a calendar year basis), toward the purchase of protective clothing. To qualify, an Employee must have been with the Company for at least six (**6**) months. Positions that qualify: Equipment Operators, Inventory, Yard Personnel, Parts Coordinators, Shipper/Receiver, and Transport Operator. Receipts required.

**14.06 Floater Day**

Employees who have successfully completed their probation period will have one paid floating day to be used at the Employees' discretion to minimize wages lost for missing one **shift** (either eight (8) or ten (10) hours) due to sickness, family emergency, or as an

extra vacation day (seven (7) days notice required when used as a vacation day) For: time Employees' floater pay will be pro-rated based on their regularly scheduled hours

In the calendar year that an Employee reaches his second anniversary of employment and in each calendar year up to and including the year of his seventh year of employment, the Employee will have one additional floater day (maximum of two each calendar year). In the calendar year that an Employee reaches his eighth anniversary of employment and in each calendar year thereafter, the Employee will have one additional floater day (maximum of three each calendar year)

If not used by the end of the year, the Company will pay the Employee eight (8) hours pay at yearend for each unused floater. If an Employee quits before using the floater(s) the Company will pro-rate the money to be paid the Employee based on a maximum of eight (8) hours. At the start of a layoff, an Employee may request the floater(s) to be paid out on their final pay.

#### 14.07 **Retroactive Pay**

All Employees as of the date of ratification will be eligible for retroactive pay for all hours paid from January 1, 2004 to April 30 2004. The amount of pay will be equal to 2% of the Employee's basic wage times the number of hours paid during that time

This amount will be paid in May 2004.

## ARTICLE 15

### **SHOP STEWARDS**

- 15.01 The Union is entitled to appoint or elect from among the Employees four (4) Shop Stewards and four (4) altercates.
- 15.02 The Company agrees to recognize the appointed or elected Shop Stewards, provided that the Union has first advised the Company by notifying the Manager of Human Resources in writing, of the names of the Employees so appointed or elected. The Union agrees to advise the Company in writing of any changes made from time to time, within one (1) week of the change.
- 15.03
- a. The Shop Steward's first obligation is the fulfillment of his responsibilities as an Employee of the Company. During working hours, the Shop Steward is not entitled to engage in Union activity, other than as is necessary to deal with grievances or with disciplinary meetings at which the Shop Steward's presence is required.
  - b. If a Shop Steward is required to leave the Shop Steward's job or department in connection with a grievance or a disciplinary meeting the Shop Steward shall first secure permission from the Shop Steward's Supervisor before leaving the job or department. Such permission shall be granted as promptly as possible.
  - c. The necessary time spent by Shop Stewards during their regular working hours in dealing with grievances and disciplinary meetings shall be considered to be time worked.

15.04 The Shop Steward shall not be discriminated against or disciplined solely for the proper performance of his duties on behalf of the Union.

15.05 Grievance Chairperson

- a. The elected Steward Body may elect from its ranks a person to be the Grievance Chairperson.
- b. The Grievance Chairperson shall be recognized by the Company as the official spokesperson on behalf of the Union.
- c. The Grievance Chairperson shall be involved in the adjustment or resolution of grievances which progress beyond the first step of the grievance procedure.

## ARTICLE 16

### DISCIPLINE AND DISCHARGE OF EMPLOYEES

16.01 If an Employee is disciplined the following standards shall be applied:

- a. During the probation period specified in this Agreement, an Employee may be terminated if the Company has concluded that the Employee is unsuitable for status as a permanent Employee.
- b. Employees who have successfully completed their probation period can only be disciplined or discharged for just and reasonable cause.

In the event that an Employee is disciplined or discharged for any reason, the Shop Steward or representative will be notified and will be present at any meeting the Company has with the Employee.

16.02 An Employee disciplined or discharged for any cause will be notified in writing of the reasons for the discipline or discharge at the time of the discipline or, at the earliest possible date thereafter.

In the case of discipline, the notice will state what is required to correct the behavior and what will be the consequences of repeating the same behavior. A copy of the reasons for discipline will be given to the Shop Steward.

16.03 All documented warnings or records of discipline shall be deemed void twelve (12) months from the last recorded discipline incident of a similar nature.

## ARTICLE 17

### HUMANITY FUND

For the purpose of international aid and development, the Company agrees to deduct on a bi-weekly basis the amount of (not less than \$0.01) per hour from the wages of all Employees in the bargaining unit for **all** hours worked to a maximum of forty (40) straight time hours per week, and on **a bi-weekly** basis, to pay the amount so deducted to the "Humanity Fund" and to forward such payment to:

United Steelworkers of America  
National Office  
234 Eglinton Avenue E., 7<sup>th</sup> Floor  
Toronto, Ontario  
M4P 1K7

and to advise in writing both the Humanity Fund at the aforementioned address and the Local Union that such payment has been made, the amount of such payment and the names of all Employees in the bargaining unit on whose behalf such payment has been made.

The first Humanity Fund deduction as aforesaid shall be the fifth (5th) week following the ratification of this Agreement.

It is understood and agreed that participation by any Employee in the bargaining unit in the program of deductions set forth above may be discontinued by any Employee in the bargaining unit after the receipt by the Company and the Local Union of that Employee's written statement of his desire to discontinue such deductions from his pay which may be received during the four (4) weeks following ratification of the Agreement or at any time thereafter.

It is agreed that the total for each Employee's yearly deduction will be entered in Box 46 (Charitable Contribution) of the Revenue Canada T4 slip for the year it has been deducted. For this purpose, the payroll department will note the following Charitable Donation number for the "Humanity Fund": R119172278RR0001.

## ARTICLE 18

### HUMAN RIGHTS PROVISIONS

#### 18.01 Discrimination under the Saskatchewan Human Rights Code

The Company, the Employees; and the Union will promote a work environment that is free from discrimination and where all Employees are treated with respect and dignity.

Discrimination refers to any of the prohibited grounds contained in *The Saskatchewan Human Rights Code*. Employees have the right to employment without discrimination because of race, creed, religion, color, sex, sexual orientation, family status, marital status, disability, age, nationality, ancestry, place of origin, or receipt of public assistance. Political beliefs, or membership or activity in the Union.

#### 18.02 Harassment

In accordance with *The Occupational Health and Safety Act (7993)*, harassment is strictly prohibited.

Harassment is defined as any objectionable conduct, comment, or display directed at a worker on any of the prohibited grounds contained in *The Saskatchewan Human Rights Code*, and stated in Article 18.01 above, and also including the prohibited grounds of physical size or weight.

Prohibited conduct may be verbal, non-verbal, physical, deliberate or unintended, unsolicited or unwelcome, as determined by a reasonable person. It may be one incident or a series of incidents depending on the context.

- a. Protection against harassment extends to incidents occurring at or away from the workplace, and during or outside working hours, provided the acts are committed within the course of the employment relationship.
- b. Harassment does not include actions occasioned through exercising in *good faith* the Company's Managerial/Supervisory rights and responsibilities.

The provisions for seeking just remedy and restitution in an alleged case of harassment, as described below in this Article, **do** not preclude an Employee from filing a complaint under *The Saskatchewan Human Rights Code*; however, an Employee shall not be entitled to duplication of process. If a complaint is filed under the *Code*, then that Employee will not be entitled to the complaint process in Clauses 18.04 and 18.05 of this Article. In either event, a complaint of harassment or sexual harassment shall not form the basis of a grievance.

### 18.03 Sexual Harassment

The Company, its Employees, and the Union recognize and respect the right of Employees to work in an environment free from sexual harassment. The Company, its Employees, and the Union shall take such actions as are necessary respecting an Employee engaging in sexual harassment in the workplace.

Sexual harassment is a form of prohibited discrimination under the *Code*, as described above in Article 18.01. It is defined as engaging in a course of vexatious comment or conduct of a sexual nature that may detrimentally affect the work environment or lead to adverse job related consequences for the harassee, and is known or ought reasonably to be known to be unwelcome. Sexual harassment includes, but is not limited to:

- e. A person in authority asking an employee for sexual favors in return for being hired or receiving promotions or other employment benefits;
- e. Sexual advances with actual or implied work related consequences;
- Unwelcome remarks, questions, jokes or innuendo of a sexual nature, including sexist comments or sexual invitations;
- Verbal abuse, intimidation, or threats of a sexual nature;
- Leering, staring or making sexual gestures;
- Display of pornographic or other sexual materials;
- Offensive pictures, graffiti, cartoons or sayings;
- Unwanted physical contact such as touching, patting, pinching, hugging; and,
- Physical assault of a sexual nature.

This definition of sexual harassment is not meant to inhibit interactions or relationships based on mutual consent or normal social contact between Employees.

### 18.04 Complaint Procedures

In the case of a complaint of either harassment or sexual harassment, the following shall apply:

- a. An Employee who wishes to pursue a concern arising from an alleged harassment may submit a complaint in writing within thirty (30) days of the latest alleged occurrence, through the designated Union Representative, directly to the Human Resource Manager. Complaints of this nature shall be treated in strict confidence by both the Union and the Company.



- b. An Alleged Offender shall be given notice of the substance of such a complaint under this Article and shall be entitled to attend, participate in, and be represented at any hearing under this Article.
- c. The Human Resource Manager and the Union Representative shall investigate the complaint and shall submit a joint report to the Plant Manager, in writing, within fifteen (15) days of receipt of the complaint. The Plant Manager; shall, within ten (10) days of receipt of the report, give such directives as may be necessary to resolve the issue.
- d. The Plant Manager may take interim measures to separate the Employees concerned if deemed necessary, pending determination and resolution of the complaint.
- e. In cases where harassment may result in the transfer of an Employee, every effort will be made to relocate the Alleged Offender; except that the Harassee may be transferred with his written consent.
- f. Where the Complainant, the Alleged Offender, and the Union are satisfied with the Plant Manager's decision, the procedure shall be at an end and not subject to further proceedings or the grievance procedure.

**18.05 Meditation/Arbitration process**

Where either the Complainant, the Alleged Offender, or the Union are not satisfied with the Plant Manager's response, the complaint will, within thirty (30) days, be put before a mutually agreed upon Mediator/Arbitrator who specializes in cases of harassment or sexual harassment.

The Mediator/Arbitrator shall have the right to:

- a. dismiss the complaint;
- b. determine the appropriate level of corrective action or discipline to be applied to the Offender; and,
- c. make further recommendations as are necessary to provide a final and conclusive settlement of the complaint.

**18.06** An Alleged Offender under this Article shall not be entitled to grieve disciplinary action taken by the Company which is consistent with the decision of the Mediator/Arbitrator.

**ARTICLE 19**

**DUTY TO ACCOMMODATE**

The Company and the Union recognize that there exists a duty to accommodate Employees with disabilities. Therefore, the Parties agree to meet and discuss the situation of any Employee with a disability to explore what steps may reasonably be taken in the workplace to accommodate the Employee's disability. These steps will be implemented provided it does not cause undue hardship to the Company.

## ARTICLE 20

### **DURATION OF AGREEMENT**

This Agreement shall become effective on May 1, 2004 and shall remain in full force and effect **up** to and including April 30, 2006. Either Party may request the negotiation of a new Agreement **by** giving written notice to the other Party during the four **(4)** months preceding its expiration. The provisions **of** this Agreement shall remain in effect during such negotiations.

## **TRANSFERS BETWEEN THE ANNAHEIM / HUMBOLDT AND MOOSE JAW BRANCHES**

For the purposes of the Collective Bargaining Agreement, Humboldt and Anaheim will be considered the same bargaining unit.

Any Employee requesting a transfer between branches must submit their request in writing to the Human Resource Department. All transfer requests will remain valid for two (2) months time. After the two (2) months time the Employee is required to submit another request if they are still interested in a transfer.

While a transfer request is pending, all job openings within the bargaining unit will be posted at each site. If there are no internal bids on an open position, the transfer request will be considered provided the Employee has the minimum skills and ability for the opening.

If the Employee accepts the transfer, all benefits and vacation entitlements will continue uninterrupted. However, in this situation, seniority would be lost for the purposes of layoff, recall, bumping rights, and promotions as per Article 9. The date the Employee begins the position, once the transfer is complete, will be the new date of seniority.

If the Employee transfers into a different classification, they will be on a trial period for thirty (30) calendar days, with a minimum of one hundred thirty (130) hours actually worked. During this trial period, the Employee must demonstrate that he can satisfy the requirements of the job. Should the Employee be unable to satisfy the requirements of the job during the trial period, or should he decide during the trial period that he does not want to continue in the job, then the Employee will be returned to his former job. In such cases, the Company shall have the right to require all Employees who previously changed job positions to accommodate the Employee's trial period, to move back into the job they occupied prior to the trial period.

All personal transfer costs (i.e. relocation, travel, real estate fees) are the responsibility of the Employee.

### **WORKING IN HUMBOLDT**

*This document is intended to provide guidelines when employees are required to work in Humboldt.*

#### **Temporary Work**

When workers are required on a temporary basis in Humboldt, the Company will look for volunteers from **Anaheim** who possess the required skills and abilities.

1. When work for 7 calendar days or less is required in Humboldt, the Company reserves the right to appoint workers and will either provide transportation from Anaheim for the Employee or pay mileage allowance to cover out-of-pocket expenses. Travel time will be considered work time.
2. When the work is for a period of 8 to 30 calendar days, the Company will **look** for a suitable volunteer. Time spent traveling between the Employee's home and the Humboldt plant will not be considered work time and a mileage allowance will not be paid.

#### **Permanent Work in Humboldt**

Once **the need** for permanent positions in Humboldt has been established, all permanent positions in Humboldt or Anaheim will be posted in both Humboldt and Anaheim.

## SCHEDULE A

\*\*Effective as of May 1, 2004\*\*

### JOB CLASSIFICATIONS, POSITIONS and WAGE SCALES

| Classification             | Top Rate for Positions:   | May 1, 2004 | May 1, 2005 |
|----------------------------|---|-------------|-------------|
| Support Level 1            | Janitor 1   | \$7.50      | \$7.65      |
| Support Level 2            | Janitor 2, Retail Parts Ass't,<br>Courier Driver                                    | \$9.19      | \$9.37      |
| Support Level 3            | Senior Janitor  | \$10.80     | \$11.02     |
| Trainee/Casual             |   | \$8.04      | \$8.20      |
| Production Level 1         |   | \$9.65      | \$9.84      |
| Production 2A              |   | \$11.25     | \$11.48     |
| Production Level 2B        | Prepper, Transport Operator,<br>Shipper/Receiver, Parts Coordinator                 | \$12.96     | \$13.22     |
| Production Level 3         | Finisher, Riveter Crew Chief,<br>Sandblaster, Equipment Operator<br>Tool Crib Clerk | \$14.46     | \$14.75     |
| Production Level 4         | Metal Fabricator, CNC Plasma Operator<br>Finisher (limited # required)              | \$15.26     | \$15.56     |
| Weld, Paint, Susp Level 1  |   | \$10.18     | \$10.38     |
| Weld, Paint, Susp Level 2A |   | \$11.52     | \$11.75     |
| Weld, Paint, Susp Level 2B | Paint Kitchen   | \$13.87     | \$14.15     |
| Weld, Paint, Susp Level 3  | Welder, Painter, Suspension Technician  | \$15.26     | \$15.56     |
| Maintenance Level 1        | Maintenance Technician 1  | \$12.86     | \$13.12     |
| Maintenance Level 2        | Maintenance Technician 2  | \$14.46     | \$14.75     |
| Maintenance Level 3        | Maintenance Technician 3<br>Paint Trainer   | \$16.61     | \$16.94     |
| Repair Bay A               | Repair Bay Technician A   | \$15.53     | \$15.85     |
| Repair Bay B               | Repair Bay Technician B   | \$17.15     | \$17.49     |
| Robotic Weld Technician    | Robotic Weld Tech < 3 months  | \$14.96     | \$14.96     |
|                            | 3 to 6 months   | \$15.76     | \$15.76     |
|                            | 6 to 9 months   | \$16.81     | \$16.81     |
|                            | > 9 months  | \$17.87     | \$17.87     |

1. Experience Premiums:
  - > after 5 years - \$.30 per hour
  - > after 10 years - an additional \$.30 per hour

All Employees' current experience premiums will be red circled. Further increases in experience premiums will be based on the calculation shown above.

2. Crew Chief premium will be \$1.26 for **all** Crew Chiefs.
3. Night **Shift** premium will be \$0.50 per hour
4. Qualified Level 2 Production and Level 2 Weld Employees will be **paid** at Production Level 2A and Welding Level 2A rates for the first eighteen (18) months of employment with the Company. After eighteen (18) months, the Employee will be paid at the Level 2B rate. Sandblasters will be paid at the Level 2B rate after twelve (12) months.

**At the time of hiring a new Employee, the Company will review and verify all relevant training and work experience and will reduce this eligibility period by using one of the following:**

- a. Formal training and work experience in the same line of work – the Company will reduce the Level **2B** waiting period by one month for each month of formal training and experience.
  - b. New employees who lack relevant experience will be hired at a Level **2A** rate if they have five or more years of work experience with exposure to production-related issues such as safe work procedures, small tool use, equipment assembly and safe equipment operation. In this case, they will be credited with 10% of their work experience toward Level **2B** wage rates, up to a maximum reduction of twelve months. (Sandblasters will be eligible for a maximum reduction of six months due to a shorter Level **2B** qualifying period.)
5. Repair Bay Employees will be paid at Repair Bay **A** rate for at least the first year in the department, and thereafter may advance to Level **B**, provided they have the skills and abilities to perform the work required of a Level **B** Repair Bay person.
  6. An Employee **who** voluntarily accepts a new **job** will be paid according to his current qualifications for the new position, If the Employee was previously in a Level 1 position, he will start in the new position at Level 1. If the Employee was previously in a Level 2 position or higher and does not meet all Level 2 requirements for the new position, the Employee will start at the Level **2A** rate for that position, and remain at the **2A** rate until the Employee meets all Level 2 requirements.

## Doepker Industries Incentive Plan

April 16, 2004

### **Introduction**

Doepker Industries is introducing an Incentive Plan for all in-scope Employees. A monthly incentive pool will be established and shared in an equitable manner among all in-scope Employees. All Employees who have passed the probation period will benefit from the plan regardless of their position. Incentive payments will be disbursed on a monthly basis.

There will be one pool established for all eligible employees, based on total units produced by Doepker Industries in Annaheim and Moose Jaw.

### **Contributions to the Incentive Pool**

The plan is based on \$125 for each unit produced being allocated into the incentive pool each month from May 1, 2004 to April 30, 2005. An additional \$25 (\$150 total) will be added for each unit produced from May 1, 2005 to April 30, 2006.

### **Incentive Pool Distribution**

The pool will be allocated to qualifying employees on the following basis:

1. Each full-time employee who worked the whole month (after completing probation) would earn a full share of the pool for the month.
2. Part-time employees and those on a leave of absence would earn a pro-rated share of the pool in proportion to their hours worked in the month.

Payment will be made on approximately the 15<sup>th</sup> day of each month, subject to the completion of relevant production and payroll records. Incentive payments include vacation pay and represent the gross total amount paid. Incentive payments will not be included in pension calculations.

### **Monthly Qualification Criteria:**

- a. Employee must not have more than one unscheduled occurrence of absence during the month.
- b. Employee who is clearly the cause of a recordable N/C within the month will not qualify.
- c. Employee who is clearly the cause of an accident will not qualify.
- d. Employee must be employed with the Company at month end to be eligible for any payment for that month.

### **Review Process**

An employee who is disqualified for an incentive payment in any month may request a review of the circumstances surrounding the disqualification. A sum equal to the employee's potential payment will be set aside to be either: a. Paid to the employee if the disqualification is reversed, or, b. To be added to the next monthly pool.

Definitions:

1. One unscheduled occurrence of absence – one incident of being absent or one late incident (Illness lasting 2 consecutive days will be considered one absence.)
2. Recordable Non-conformance (N/C) – one estimated to require 1 hour or more of rework or costing \$50 or more for additional materials to correct.
3. Accident – any injury requiring a WCB claim
4. Unit – each trailer with its own identifying serial number. I.e. – a Super B is 2 units. a single farm bulker or Converter is 1 unit

Term

This program becomes effective May 1<sup>st</sup>, 2004 and will remain in effect for the duration of the Collective Agreement.

Sample Incentive Pool Calculations

#1 - Monthly Units Produced – 80 and \$125 per Unit

Incentive Pool:  $80 \times \$125 = \$10,000$

Qualifying Employees - 180 active full time  
- 10 Part time (1/2 time)  
Full Time Equivalent - 185

Payment amount -  $\$10,000/185 = \$54.05$

Full time employees each receive \$54.05

Part-time (half-time) employees receive \$27.03

**Incentive equivalent to a 2.29% wage increase.**

(Based on current weighted-average monthly earnings - \$2359.07 ( $\$13.61 \times 173.3$  hours per month.)

#2 - Monthly Units Produced – 100 and \$125 per Unit

Incentive Pool:  $100 \times \$125 = \$12,500$

Qualifying Employees - 180 active full time  
- 10 Part time (1/2 time)  
Full Time Equivalent - 185

Full time employees each receive \$67.57

Part-time (half-time) employees receive \$33.78

**Incentive equivalent to a 2.86% wage increase.**

#3 - Monthly Units Produced – 80 and \$150 per Unit

Incentive Pool:  $80 \times \$150 = \$12,000$

Qualifying Employees - 180 active full time  
- 10 Part time (1/2 time)  
FullTime Equivalents - 185

Payment amount -  $\$12,000/185 = \$64.86$

Full time employees each receive \$64.86

Part-time (half-time) employees receive \$32.43

**Incentive equivalent to a 2.75% wage increase.**

#4 - Monthly Units Produced – 100 and \$150 per Unit

Incentive Pool:  $100 \times \$150 = \$15,000$

Qualifying Employees - 180 active full time  
- 10 Part time (1/2 time)  
FullTime Equivalents - 185

Payment amount -  $\$15,000/185 = \$81.08$

Full time employees each receive \$81.08

Part-time (half-time) employees receive \$40.54

**Incentive equivalent to a 3.44% wage increase.**



Letter *of* Understanding

Between: **Doepker Industries Ltd. (the Company)**

and

**The United Steelworkers of America (the Union)  
Local Union #5917**

**RE: Shift Preference Based on Seniority**

The Company and the Union agree to the following:

An employee who works in a position requiring rotating shift work, and having completed at least one year of employment may formally request a shift preference. The Company will give due consideration to each employee's request by attempting to match all formal requests within each job classification based on seniority. In the event a request cannot be accommodated, the Company will respond to the employee in writing specifying the reason the request will not be accommodated.

Requests will be considered for 4-month terms, to begin January 1<sup>st</sup>, May 1<sup>st</sup> and September 1<sup>st</sup> of each year. Employees will be required to submit a completed Shift Preference Request form to HR by December 1<sup>st</sup>, April 1<sup>st</sup> and August 1<sup>st</sup> for the following 4-month period, and will be required to submit a new request each period if they wish. Employees who work on a shift rotation and who do not submit a request in this manner will remain on rotation.

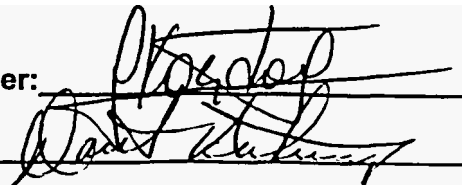
The Company will inform the Employee of the outcome of his/her request at least two weeks prior to the start of the term.

As business requirements change, the Company reserves the right to review these accommodations and the employee may be required to resume the standard shift rotation, in which case the standard shift change notice period will apply.

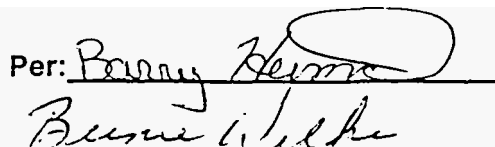
This letter *of* understanding is effective until the end of the term of the Agreement.

Dated at ANN ARBOR, MI this 14 day of MAY, 2004.

**Doepker Industries Ltd.**

Per: 

**United Steelworkers of  
America**

Per: 

**Letter of Understanding**

**Between: Doepker Industries Ltd. (the Company)**

**and**

**The United Steelworkers of America (the Union)  
Local Union #5917**

**RE: Floating Days for Employees with 20 Years of Service**

The Company and the Union agree to the following:

Effective May 1, 2005, Employees with 20 years of service will be eligible for two additional paid floating days. In the one-year period from May 1, 2005 to April 30, 2006, each eligible Employee will have two (2) additional floater days.

These floating days are to be used in the manner described in Article 14.06.

This is a one-time benefit that is offered in the second year of this Contract only.

This letter of understanding is effective until the end of the term of the Agreement.

Dated at Ann Arbor, SK this 14 day of May, 2004.

**Doepker Industries Ltd.**

Per: [Signature]  
[Signature]

**United Steelworkers of  
America**

Per: [Signature]  
[Signature]

Letter of Understanding

Between: Doepker Industries Ltd. (the Company)

and

The United Steelworkers of America (the Union)  
Local Union #5917

RE: CNC Plasma Cutter Operators

Effective May 1, 2004, the CNC Plasma Operator position will be reclassified in the Production Level 4 Wage Scale. The wages of the two CNC Plasma Operators, Richard Glaser and Russ Classen will be red-circled at their current (2003) rates.

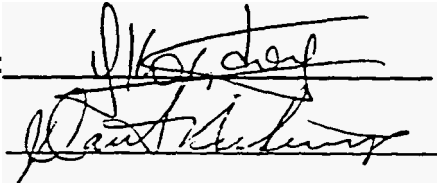
Lump sum payments of \$500 will be made to each of them on May 1, 2004 and May 1, 2005.

Dated at ANNAPOLIS, MD this 14 day of MAY, 2004.

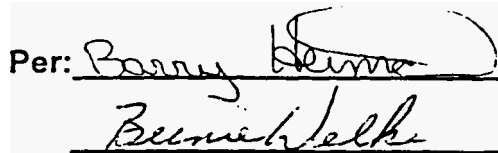
Doepker Industries Ltd.

United Steelworkers of  
America

Per:

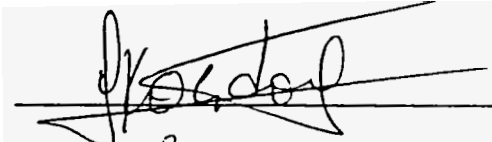
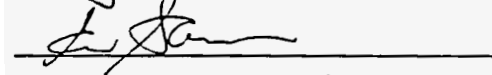
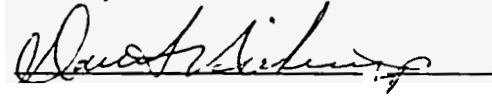


Per:



Signed this 14 day of May, 2004, in the Village of Assiniboia, in the Province of Saskatchewan, on behalf of:

**Doepker Industries Ltd.**

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**United Steelworkers of America  
Local 5917**

