

**MAGELLAN AEROSPACE, HALEY
COLLECTIVE AGREEMENT
PRODUCTION & MAINTENANCE
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COLLECTIVE AGREEMENT

BETWEEN:

MAGELLAN AEROSPACE, HALEY

Hereinafter called the "Company"

OF THE FIRST PART

- and -

**UNITED STEEL, Paper and Forestry, Rubber,
Manufacturing, Energy, Allied Industrial and Service Workers
International Union (United Steelworkers) a voluntary non-
incorporated association**

Hereinafter called the "Union"

OF THE SECOND PART

NOW THEREFORE THIS AGREEMENT WITNESSETH that the parties agree
as follows:

ARTICLE 1- PURPOSE

1.01 The general purpose of this agreement is to establish and maintain mutually satisfactory bargaining relations between the parties who are subject to this agreement and to provide for the prompt and equitable disposition of grievances and to establish and maintain satisfactory working conditions, hours of work and wages for all employees who are subject to the provisions of this agreement.

ARTICLE 2 - RECOGNITION

2.01 The Company recognizes the Union as the sole and exclusive bargaining agent for all its employees including probationary employees at its plant at Haley, Ontario, save and except assistant foremen, persons above the rank of assistant foreman, office staff, sales

staff, security guards and students, as certified by the Ontario Labour Relations Board on the 28th day of September, 1951.

ARTICLE 3 - BARGAINING AGENCY

- 3.01 The term "employee" or "employees" wherever used hereinafter in this Agreement shall mean an "employee" or "employees" in the above described Bargaining Unit. Whenever the male gender is used throughout this Agreement, it is agreed that the female gender is to be substituted whenever and wherever applicable.
- 3.02 The Company recognizes the Union as the sole and exclusive bargaining agency for the employees of the Company hereinbefore referred to in respect of rates of pay, hours of work and other working conditions.

ARTICLE 4 - NO DISCRIMINATION

- 4.01 There shall be no discrimination by the Company or the Union or any of its members against any employee by reason of being or not being a member of the Union or any employees' organization or because of ethnic origin, age, sex, religious creed, political belief, or for any other grounds that are included in the OHRC, or performing his lawful Union activities within the terms of this Agreement. It is further agreed that there shall be no intimidation against any employee for any reason whatsoever.
- 4.02 The Union and the Company recognize that harassment is an unlawful employment practice in violation of the Ontario Human Rights Code. Complaints of alleged harassment by a member of the bargaining unit will be handled with all possible confidentiality by a joint committee consisting of the Local President of the Union and the Vice President & General Manager of the company. The Union President or Vice President & General Manager can designate an alternate in their absence.

ARTICLE 5 - MANAGEMENT

- 5.01 Nothing in this Agreement shall be interpreted in any way to limit or interfere with the

Company's right to extend, limit, curtail or cease its operations, when in its sole discretion it may deem it advisable to do so.

- 5.02 Neither shall anything in this Agreement be so construed or interpreted as to deprive the Company of its rights to hire, retire, reprimand, transfer, direct, demote, promote, classify, lay off, suspend or discharge its employees or be the judge of their qualifications. This judgment shall be exercised in a just and reasonable manner.
- 5.03 It shall be the exclusive function of the Company to manage the enterprise, to maintain order, discipline and efficiency, to determine the extent and location of operations, the kinds and locations of machines or equipment to be used, the schedules of operations, to determine the number of employees needed at any time, and to make reasonable rules of procedure and conduct for its employees, provided however that any claim of improper application of any such rule or regulation against an employee shall be subject to the Grievance Procedure of this Collective Agreement. All Company rules affecting employees will be posted on existing bulletin boards, with any new or amended rules becoming effective only after such posting. The Company shall provide the Union with a copy of Company rules prior to the rules being posted.
- 5.04 The above clauses are subject to the terms of this Agreement.
- 5.05 In the event the Company introduces new machinery resulting in the redundancy of employees with seniority, the Company will notify the Union at least sixty (60) days in advance. During that period the parties will meet and make all reasonable effort to relocate displaced employees in accordance with their seniority and qualifications, and will retrain retained employees who are displaced.
- 5.06 A person whose job is not in the Bargaining Unit shall not work on any job which is included in the Bargaining Unit except for the purposes of instructing, investigating or experimenting or in emergencies when no suitably qualified employee in the Bargaining Unit is available. (See Article O)
- 5.07 Employees shall be responsible only to their direct supervisor or department manager with respect to work assignment.

- 5.08 The Company agrees that it will not contract out work normally performed by Members of the Bargaining Unit to the extent that it results in the layoff or displacement of Members of the Bargaining Unit.

ARTICLE 6 – REPRESENTATION

- 6.01 The stewards shall be chosen by the Union and shall be employees of the Company with three (3) months' seniority status, and their number in the aggregate shall not exceed more than one (1) for each twenty-five (25) employees, with a minimum of eight (8) allowed, each Department being represented by the Steward of the Department in which he is employed. One of the eight (8) Stewards may act as Chief Steward and any five (5) of them may act as Grievance Committeemen at any time.
- 6.02 The Company shall be notified in writing by the proper official of the Union of the names of the Stewards and the members of all committees, and of any changes in same before the Company is required to recognize them.
- 6.03 The negotiating committee shall consist of five (5) employees, including the duly elected President and Chief Shop Steward. Employees so authorized to conduct negotiations shall be afforded the necessary time off, and on days of direct negotiations prior to conciliation with the Company without loss of basic pay. The Company also agrees to allow this Committee up to one day without loss of pay for proof reading this Agreement. Following that the Committee will meet with the Company for up to one day, without loss of pay, to finalize the revisions.

In order to deal with issues of special concern, the parties may mutually agree for the attendance of one (1) other union member to a meeting where required to assist the parties.

The Company will publish the collective agreement within thirty (30) days of completing proofreading and will have it published in booklet form as soon as possible. The Company will also provide the Union with a copy of the agreement in electronic (pdf) format.

- 6.04 The Company will allow the Local Union President, or designate, the opportunity to meet with new employees. Such meeting will occur during the employees' initial orientation period at the plant and will be for a maximum period of thirty (30) minutes, at a time scheduled by the Company. Should multiple new employees participate in the same orientation period, one period of thirty (30) minutes shall be scheduled for all of the new employees to meet with the Local Union President at the same time.
- 6.05 With the exception of arbitration hearings, time spent by stewards or members of recognized committees in approved meetings with the Company will be without loss of regular pay or benefits.
- 6.06 Provided there is no significant disruption to operations of the Company, the President (or if there is not a President, the Unit Chairperson) of the Local shall not be required to work on a shift other than the day shift except with his consent. If a President is in a job with twelve hour rotational shifts (i.e. heat treat off days), he shall remain on shift and shall have the opportunity to bid on the first available job for which he would qualify under these job posting provisions. In such instances, in order to facilitate the move to the day shift, preference will be given to the President in filling such job.
- 6.07 The company will allow the Local Union President, or the President's designate, to be released from regular work duties during the last hour of the regularly scheduled day shift on Mondays, Wednesdays and Fridays. It is understood that the Local Union President is expected to attend to his regular work duties at all other times, unless leave is obtained pursuant to the collective agreement.
- 6.08 The Company agrees to arrange shift schedules on days of regular monthly Union meetings to permit Union executive officers to attend such meetings.

ARTICLE 7 - GRIEVANCE PROCEDURE AND ARBITRATION

- 7.01 In order to reduce to a minimum any interference with operations, it is agreed that a committee of Union officers (not exceeding three (3) persons on any one day) will be permitted on request to the Human Resources Manager to meet during the last hour of the

regularly scheduled day shift, without loss of basic pay, to process any matters which might lead to grievances. Such meetings shall not exceed three (3) per week and shall take place on Mondays, Wednesdays and Fridays unless otherwise agreed. It is understood that any meetings between the Union and the Company shall not take place during the time regularly set aside.

When requested by the President and/or Chief Shop Steward and approved by the Director of Human Resources, the grievance committee, including the members who are scheduled to work on the afternoon shift, will be permitted to meet the last hour of the regularly scheduled day shift Monday, Wednesday and Friday and be paid for at their regular hourly rate. At the end of the meeting at 3:30 p.m., these employees will report to their work station to work their full scheduled shift. No overtime will be paid for the full scheduled shift including the one hour meeting time.

When the company has requested to meet with the grievance committee prior to the start of the afternoon shift, the company will pay those employees overtime pay for any hours worked over the regular shift hours.

- 7.02 It is agreed that grievance work will be done in accordance with article 7.01. If it is necessary for a steward or committeeman to take time off during working hours to attend to such work, he will arrange with his foreman to be off at a time which will least interfere with his work and will give the foreman as much advance notice as possible. Stewards or committeemen who are required to leave their departments in an investigation of a grievance shall receive permission from their immediate supervisor before leaving their department, and shall obtain permission of the supervisor of the department they wish to visit before entering the department, and shall report back to their immediate supervisor before returning to work. The supervisor involved shall not withhold permission unreasonably.
- 7.03 If an employee has a grievance as to the interpretation, application or non-application or alleged violation of this Agreement, the matter may be taken up in the following manner, providing it is taken up within ten (10) full working days of the occurrence of the circumstances giving rise to the grievance.

7.04 In order to facilitate the orderly processing of grievances, the Company commits to meet with the grievance committee (as long as there are grievances that need to be heard at the 2nd or 3rd step) at least once per week, preferably on Wednesdays, at a time that doesn't interfere with the scheduled time in Article 7.01.

Upon written request, the grievance committee (three people) will be allowed one extra hour per week paid time to review and investigate grievances.

Grievances dealing with safety and health will be dealt with as a third stage grievance. All other grievances properly arising under this Agreement shall be adjusted and settled as follows:

Step No. 1

The aggrieved employee, in the presence of his or her shop steward shall present his grievance orally to his foreman or supervisor in an attempt to resolve. If a settlement satisfactory to the employee concerned is not reached within two (2) full working days (or any longer period which may be mutually agreed upon), the grievance may be presented as follows at any time within two (2) full working days thereafter.

Step No. 2

The grievance shall be submitted to the Human Resources Manager in writing on a form supplied by the Union and approved by the Company, who shall consider it in the presence of the persons presenting same (including the aggrieved), and the supervisor, and render his decision in writing. Should no settlement be reached within two (2) full working days, the next step in the grievance procedure may be taken at any time within two (2) full working days thereafter.

Step No. 3

The Union Grievance Committee shall meet within five (5) working days with management to consider the grievance. At this stage, they may be accompanied by a representative of the International Organization.

A technical error in the written submission will not cause annulment of the grievance.

7.05 If final settlement of the grievance is not completed within seven (7) working days after

the meeting in Step No. 3, and if the grievance is one which concerns the interpretation or alleged violation of the Agreement, the grievance may be referred by either party to an arbitrator at any time within twenty-one (21) days thereafter.

- 7.06 The party submitting the grievance to arbitration shall, at the time of referral to arbitration, provide the other party with three suggestions for sole arbitrator. The other party may accept one of the suggested names, or suggest alternatives. If there is no agreement on an arbitrator within ten (10) working days from the date the first suggestions are provided to the other party, either party may ask the Ministry of Labour to appoint an arbitrator.
- 7.07 The decisions of the Arbitrator constituted in the above manner shall be binding on both parties.
- 7.08 The Arbitrator shall not have any power to alter or change any of the provisions of this Agreement, or to substitute any new provisions for any existing provisions, nor to give any decision inconsistent with the terms and provisions of this Agreement.
- 7.09 Each of the parties to this Agreement will jointly bear the expenses of the Arbitrator.
- 7.10 No person shall be selected as arbitrator who has been involved in attempts to negotiate or settle the grievance.
- 7.11 Any differences which arise directly between the Union and the Company concerning the interpretation, application or non-application, or violation of this Agreement, instead of following the procedure hereinbefore set out, may be submitted in writing by either of the parties to the other with opportunity to be provided within seven working days for oral discussion between the officers of the Union and the management representatives designated for that purpose by the Company. Failing settlement within seven working days of such first oral discussion, either the Company or the Union may give notice in writing requiring a meeting within seven working days between such management representatives or such other senior officials of the Company as the Company may designate for this purpose and a representative of the International Union of the United

Steelworkers accompanied if he so desires by a Grievance Committee to discuss the matter. The decision of the party to whom the matter was first submitted shall be given within seven working days after such meeting.

7.12 In the event that any difference concerning the interpretation, application or non-application, or violation of this Agreement shall not have been satisfactorily settled under the foregoing provisions, the matter may then, by notice in writing given by one party to the other, within fifteen working days from the giving of the decision of the management representative at Stage Three, or the decision of the Company in the preceding paragraph, be referred to arbitration as hereinafter provided. If no decision be given within seven working days' period allowed above, the notice of arbitration may be given within fifteen working days after the expiry of such seven working day period.

7.13 Where two or more employees in the same department have complaints which are sufficiently common in nature that they may be conveniently dealt with together, such complaints shall constitute a group grievance and shall be handled as follows:

A group grievance shall be presented at Stage Two by a minimum of two (2) employees, accompanied by the appropriate number of Stewards or Grievance Committeemen.

A grievance affecting the entire department, or the plant as a whole, may be taken up by the Union at Stage Three of the Grievance Procedure. If a satisfactory solution is not reached, the matter may be processed, including arbitration.

Grievances processed under this section shall comply with the time limits set out above.

Time Limits

7.14 Saturdays, Sundays and holidays shall not be counted in determining the time within which any action is to be taken in each of the foregoing stages. Any and all time limits fixed by this Article may, at any time, be extended by agreement in writing between the Company and the Union.

- 7.15 It is understood and agreed that the provisions of Section 7.13 of this Agreement may not be used by the Union to process the grievances of individual employees.
- 7.16 Any employee grievance alleging unjust discipline or discharge may be referred to a single arbitrator as outlined in 7.06. Where an arbitrator determines that a disciplinary penalty or discharge is excessive he or she will have the power to substitute such other penalty for the discipline or discharge as he or she considers just and reasonable in all circumstances.

ARTICLE 8 - NO STRIKES - NO LOCKOUTS

- 8.01 The Company agrees that it will not cause or direct any lockout of its employees and the Union agrees that there will be no strikes or other collective action which will stop or interfere with production.

ARTICLE 9 - DISCHARGE CASES

- 9.01 In the event that an employee be discharged or suspended unjustly from his or her employment after the date of execution of this Agreement, and believes that his discharge or suspension is in violation of the provisions of this Agreement, such discharge, or suspension, shall constitute a matter to be dealt with under the provisions of this Agreement respecting Grievance Procedures. Any such matter may be presented at the Third Stage of the Grievance Procedure within seven (7) days after the date the employee is notified of his discharge or suspension, and not otherwise.
- 9.02 Such special grievance may be settled by confirming the management's action in dismissing the employee or by reinstating the employee with full compensation for time lost or by any other arrangement which is just and equitable in the opinion of the conferring parties or the arbitrator.
- 9.03 When an employee is being disciplined, either orally or in writing, it shall be done in the presence of his Departmental Steward or some other Union official if the Steward is not immediately available in the plant. In the case of discharge or suspension, the employee

will be represented by the Local Union President, Chief Steward, or their designate.

If a suspension is imposed, the suspension will be served immediately upon the receipt of the discipline, unless agreed between the union and the company.

- 9.04 An employee who has been discharged or immediately suspended from his or her job, shall be permitted to discuss such discharge or suspension with his or her shop steward before leaving the plant premises for a period of time not to exceed one hour.
- 9.05 It is agreed that any written warning or reprimand shall not be considered in the assessment of any further discipline after a period of six (6) months. It is agreed that any suspension shall not be considered in the assessment of any further discipline after a period of twelve (12) months.
- 9.06 The parties agree that Last Chance Agreements must be signed by a USW Staff Representative. The Company will afford the employee and the local union reasonable time to consult with a staff representative. If the Company holds the employee out of service pending the signing of the document, any lost time occasioned will be considered to be a disciplinary suspension that will not be reimbursed provided the company can demonstrate just cause for the suspension.
- 9.07 The Company will grant access to any employee subject to discipline, their personnel file maintained by the Human Resources Department. Upon written request by the employee, the Company will determine a mutually agreeable time, within a maximum of 2 weeks following the request, for the employee to consult his file in the presence of the Human Resources Manager.

ARTICLE 10 - SENIORITY

- 10.01 Seniority will be determined by the employee's length of continuous service in the bargaining unit. New employees in the service of the Company who have put in a period of up to three hundred and thirty six (336) hours of actual work, will be considered as probationary, and will have no seniority during this period of up to three hundred and

thirty (336) hours of actual work. The probationary period for trades and crafts, as listed in article 10.04, will be seven hundred and twenty (720) hours of actual work. This period will not include a period of required training prior to being placed on the floor, the maximum duration of which will be five (5) consecutive days following hiring. The Union will be advised in writing of the date of hire and the date the employee is assigned on the floor. At this time they will be considered as regular employees, and their seniority will date from the time they were employed. As per current practice, for same day hires after the ratification date of this agreement, the Company will assign seniority ranking based on numerical order of the last three digits of the employee's SIN. The higher numbers will have the higher seniority. In order to facilitate training and aid in integration, new employees will not be permitted to bid on jobs for a period of six months from their date of hire without the permission of the Company.

- 10.02 In all cases of promotion, demotion, lay off, recall and transfers to higher paid jobs or better jobs with equal pay within the bargaining unit, the following factors shall be considered:
- (a) seniority;
 - (b) skill and ability.

Where the employee possesses the above minimum requirements, seniority shall govern.

- 10.02 (i) The successful candidate will be given a ten (10) day trial for familiarization and the opportunity to demonstrate his skill and ability to perform the job. During this period the Company shall assess the employee's ability to perform and the employee shall determine if he wishes to remain in the job. An employee who bids into that job shall retain the greater of his or her last rate of pay and the learner rate of pay during the familiarization period. If after the trial period the employee is returned to his job, he will be returned to his former job, and all subsequent employees will be returned to their former job(s). The employee's immediate supervisor will complete checklists of the employee's progress and review them with the employee at least three times within the ten day trial and familiarization period. It is understood that the purpose of the review is to discuss with the employee his work performance.
- (ii) The Company may indicate on job postings that the successful applicant will be

assigned to a specific shift. However, the posting must also indicate that the shift assignment could change in accordance with the collective agreement and operational requirements. A successful applicant will not be entitled to exercise seniority under clause 11.02 to work on a day shift where their shift assignment is as indicated on the job posting.

- (iii) When management decides that the work force in any bargaining unit area is to be reduced, the President, or Acting President in the absence of the President, and the Chief Shop Steward, as the case may be, shall, after reduction in forces continues to the point where they would otherwise be laid off, be retained at work provided they can perform the work required. The intent of this provision is to retain in active employment the above mentioned employees for the purpose of maintaining continuity in the administration of the collective agreement in the interest of all employees as long as the work force is maintained.
- (iv) In the event of a reduction in the workforce, senior employees who are entitled to displace employees with less seniority shall give notice of their intention to displace the less senior employee not later than one (1) week after receiving such notice. An employee who fails or refuses to comply with this provision shall be assigned to an open and available position by management.
- (v) Provided there is no significant disruption to operations of the Company, the President (or if there is not a President, the Unit Chairperson) of the Local shall not be required to work on a shift other than the day shift except with his consent. If a President is in a job with twelve hour rotational shifts (i.e. heat treat off days), he shall remain on shift and shall have the opportunity to bid on the first available job for which he would qualify under these job posting provisions. In such instances, in order to facilitate the move to the day shift, preference will be given to the President in filling such job.

10.03 Seniority in Re-hiring

- (a) In the event of a layoff for lack of work, the employees most recently laid off shall be

the first to be recalled, except for trades and crafts or assigned maintenance, as listed below, where the employees must be qualified to perform the available work.

- (b) Any employee who has been laid off but who still retains his seniority and who is notified to return to work by telephone and by registered mail to his last address on record with the Company, will lose his seniority unless he notifies the Company within five working days that he is intending to return to work and unless he returns to work as soon as possible after notification, and in any event within twelve working days after the mailing and other communication of such notice.
- (c) Where there is a need for a job opening within a department for a minimum period of twenty (21) days of actual work, employees who have been bumped out of that job and who are actively employed will be offered the right of recall to the job.
- (d) Recall rights to a job will exist for a period two (2) years from the date which the employee last performed the job in question. Recall rights to a job will be forfeited if the employee is the successful applicant on another permanent job posting.
- (e) The Company will maintain a list of employees who have been bumped and have recall rights to a job, and this list will be updated quarterly.
- (f) In the event of a layoff it is understood the Company will pay out the floater to laid-off employees upon their request.

10.04 Temporary or Emergency Recalls

- (a) Normally the most senior qualified employee will be the first to be recalled by telephone. However, the Company is not bound by this and when circumstances dictate, the Company's selection will be based on the following factors:
 - (1) availability of the employee, and
 - (2) immediate familiarity with the work.
- (b) Where 10.04(a) is applied, such temporary recall shall be for a minimum period of ten working days and may not exceed a period of thirty working days at which time the

recall will be considered permanent and the relevant recall provisions shall apply. The parties agree that the temporary or emergency recall procedure shall not be used in successive periods in order to avoid the application of the permanent recall procedure. The Company commits to inform the employee temporarily recalled as to his/her status five (5) days prior to the expiry of the recall period.

- (c) It is further understood that an employee will not lose his seniority if he refuses a temporary or emergency recall.
- (d) It is further understood that a temporary or emergency recall does not update an employee's seniority status.

NOTE: - The trades or crafts or assigned maintenance shall be any jobs for which are listed:

Casting Welder (light alloys)	Machinist
Electrician	Electronic Repairman
F.P.I. Inspector	Patternmaker
Instrumentation Electrician	Toolmaker
Lab Technician	Waste Water Operator
Layout Inspector	Millwright
Environmental Technician I	
Environmental Technician II	

10.05 The company will post electronically a list showing the plant seniority of each employee. This list will be corrected and brought up to date quarterly. Upon written request, the company will provide the union President or designate with each employee's telephone number and address.

10.06 Loss of Seniority

An employee will lose all seniority and his employment will be deemed terminated if he:

- (a) quits;
- (b) is discharged for just cause and is not reinstated through arbitration or the grievance procedure;
- (c) fails to return to work within twelve working days after notice to return to work has been given;

- (d) is laid off by the Company for a period exceeding twelve months if he has two (2) years or less seniority; or is laid off for a period exceeding forty-eight months if he has more than two (2) years seniority.
- (e) works for some other employer while on leave of absence from his work, except when the Company approves such other employment;
- (f) is absent from work without authorization for more than three consecutive days.
- (g) fails to return to work at the expiry of a leave of absence, without reasonable justification.

10.07 An employee who is transferred to a position outside the bargaining unit who is transferred back to the bargaining unit within sixty days, shall on his return, be credited with the seniority which he held at the time of his exit, plus the time spent outside the bargaining unit. All current staff is deemed to have expired this sixty (60) day period, and therefore retain no seniority.

If the employee returns to the bargaining unit during this period, the Company will make pension contributions on behalf of the employee for the time spent out of the bargaining unit.

10.08 Absence

An employee will not lose any seniority because of absence due to sickness or accident or if given written leave of absence for personal reasons. If an employee finds he is unable to report for work because of sickness or other legitimate reason, he will notify the Company as soon as possible and in any event within one (1) hour after the start of his shift, unless there are extenuating circumstances making it impossible to report within the hour. Such circumstances must be explained to the satisfaction of the Company.

In the event that an employee is counselled in relation to absenteeism, he will be entitled to have a steward present upon request.

10.09 Leave of Absence

- (a) Employees of the Company may be granted leave of absence up to six months or longer without pay, permission to be obtained in writing, and unless employees on such leave of absence report for work on or before the expiration of such absence, their names shall be taken from the seniority list. Leave of absence under this rule will not be granted for the purpose of engaging in work outside the Company service, except in the case of sickness or other exceptional circumstances but may be granted for the purpose of furthering the employee's education or training.

- (b) The Union will give as much notice as possible to the Company of requirements for leave of absence for employees to attend to Union duties and educational seminars. The Company will approve leave of absence for up to three (3) employees at any one time, provided at least five (5) working days' notice is given in writing. Such leave will be limited to a total of eight hundred (800) hours in any calendar year, not including time that the Company is required to pay, that is required for negotiations for the renewal of the collective agreement, arbitration hearings and meetings that the Pension Trustee is required to attend. The Company will also consider requests that are outside of these requirements when feasible.

For leave taken under this clause, the Company will continue to provide the employee with their regular wages, and the Local Union shall reimburse the Company for the cost of the wages (including "rollup" costs – CPP, EI, EHT, and WSIB premiums, and vacation pay percentage) on a monthly basis. (15% as of March 2018)

- (c) Where an employee is a member of the Canadian Armed Forces and is required by proper military authority to be absent from work to attend to essential military duties, he shall be granted leave of absence without loss of seniority.

- (d) The Company shall grant one (1) employee leave of absence of up to three (3) years for full time union business, providing the employee and the Union have requested such leave in writing. Leave of absence under this Article 10.09(d) shall be without pay but without loss of seniority. The Employer shall maintain the payment of benefit premiums

during such leave and the Union shall reimburse the Employer for such costs.

- (e) Within five (5) years of the date an employee would be entitled to normal retirement and upon the employee's written application setting out the commencement and end of a leave, the Company shall grant a one time only leave of absence for up to eighteen (18) consecutive months for pre-retirement planning without pay or benefits and without loss of seniority. An employee who fails to return to active employment upon the expiry of the approved leave shall be deemed to have quit for all purposes. Any employee may continue his benefits for this period by paying the appropriate premiums through the Company at the group rate with the exceptions of weekly indemnity benefits and optional long term disability benefits. The previous year's average monthly benefit cost will be used as the basis for determining the cost to employees of maintaining benefits. The company agrees to credit service for pension purposes for the period of an employee's pre-retirement planning leave.

10.10 Seniority shall be maintained and accumulated during:

1. Absence due to layoff, sickness or accident;
2. Authorized leave of absence.

10.11 Any leave of absence permit must be in writing and signed by an authorized Company official, with a copy to the Union.

10.12 (a) Job vacancies occurring within the Bargaining Group Classifications will be posted for a period not exceeding seven (7) days. This procedure is presently Company policy, and will continue for the duration of this Agreement. Any employee off work due to illness, injury, or approved leave of absence, will be provided with a form, upon request, allowing him to express an interest in selective job postings which may occur during their absence, subject to the obligation in article 10.12(f) that the employee return to work within thirty (30) days of the closing date of the posting. Should such a posting become available, the Company will contact the employee by phone allowing him the opportunity to apply for the selective postings indicated on the form submitted by the employee, and arising after the Company's

receipt of the form. Within a reasonable time after posting a job vacancy, the Company will follow the steps below:

1. Post the name of the successful applicant, and will make every reasonable effort to effect the assignment within 10 days following posting of the successful applicant
 2. Where it is not possible to effect the assignment within 10 days the Company will inform the employee and the Chief Shop Steward of same.
 3. Successful applicants on a job posting will be paid the applicable rate of the awarded job even if not immediately assigned, unless the awarded job is a lower-rated job, in which case they will retain the rate of their current job until assigned to the awarded job.
 4. The time towards completion of learner periods for successful applicants will start right away, even if not assigned to the awarded job.
 5. If the assignment is not effected within 30 working days, then the Plant Manager will be involved.
 6. If no applicant is successful, a notice to this effect will be posted.
 7. In the event of a cancellation of a job posting, notice to this effect will be posted. If a posted job is not filled within a period of 45 days, the posting shall be deemed cancelled. If the open position is filled within the 45 day period, either by way of a new hire or a bump, the name of the employee filling the open position will be posted on the bulletin board. The Union will be notified in writing.
 8. A further posting will be made if a future need arises for the previously cancelled posting.
- (b) When a job vacancy has been permanently filled the company will immediately notify the Chief Shop Steward of the job that has been filled and the name of the person who has selected to fill it.
- (c) Any employee who has successfully bid under this Article shall not be entitled to bid on a posted job
- on the same or lower classification, for six (6) months; or

- on a higher classification, for three (3) months from the date of his successful bid, or as provided in (d) below. In the event the company waives the above restrictions the union shall be informed of the reasons. In the event an employee has bid on multiple posted jobs and is the successful senior applicant on more than one, he shall be awarded the job with the highest job class unless the employee advises otherwise at the time the job applications are submitted on the approved form.

- (d) If an employee is sent back to his job within the ten (10) day period provided for in article 10.02(i), he will be entitled to apply for another job and the restrictions on posting will not apply, provided he does not grieve being sent back to his job.
- (e) When a temporary job vacancy occurs, it shall be clearly posted as temporary, posted and filled using the procedures outlined in paragraph (a) above. Temporary job vacancies shall apply when there is need for a job opening within a department for a minimum period of twenty one (21) days or more of actual work to a maximum of twelve (12) months. An employee who has accepted a job under this paragraph shall retain his existing job of record during the period the job is filled.
- (f) Employees on a leave of absence will not be allowed to apply for any job postings unless their scheduled return to work will be within thirty (30) days of the closing date of the posting.
- (g) If an employee returns to his previously held job of record within a period of 2 years, he will be placed at the learner period previously attained in that job. If the employee returns to the job after two years, he will be assessed as to what learner period is appropriate. The assessment will be based on the workers experience in the same or related job, as well as information from checklists of the employees' progress in the job.
- (h) New employees hired and or successful applicants, placed into the below listed jobs may post into another position after a period of 5 years' service in such job.

- Waste Water Operator
- Environmental Technician I
- Environmental Technician II
- Patternmaker
- Millwright
- Electrician
- Electronic Repairman
- Toolmaker
- Machinist
- Instrumentation Electrician
- Casting Welder

Effective for new employees or successful applicants after the date of ratification in 2018, employees who obtain the position of Inspector Fluorescent Penetrant may not post into another position until 2 years' of service in such job.

- 10.13 It is agreed that employees who are to be laid off shall receive five (5) days' notice of layoff or pay in lieu thereof.

ARTICLE 11 - HOURS OF WORK

- 11.01 The following paragraphs and sections are intended to define the normal hours of work and shall not be construed as a guarantee of hours of work per day or per week or of days of work per week.

- 11.02 The standard work week shall consist of forty hours, made up of five (5) eight (8) hour days from Monday to Friday inclusive, or four (4) ten (10) hour days (afternoon shift only) from Monday to Thursday inclusive. However, if operating conditions warrant it, other schedules may be established. The Company will explore all options (including, for example, a third shift from Monday to Friday) prior to implementing shifts that involve weekend work. The Company will discuss the changes with the Labour Management Committee and will consider any viable alternatives put forward. The normal hours will include one-half hour for a meal break.

Where the company decides to schedule multiple shifts, employees may request to go on a straight afternoon shift. The Company may indicate on a job posting that the position

will be assigned to a straight afternoon shift. In such cases the Company may, in consultation with the union, adjust the shift rotation schedules. Employees with the most seniority in a job classification may exercise their preference to work on a day shift, provided that:

- (i) They have the necessary qualifications or certification; and
- (ii) They have 15 or more years of service with the Company

- (a) In determining the number of jobs within a given job classification on a shift for which senior employees may exercise their preference to work on a day shift, the allocated head count in the classification will be as per the table below:

1-3 = 0
4-5 = 1
6-9 = 2
10-13=3
14-17=4
18-21=5
22-25=6
26-29=7
30-33=8
34-37 = 9
38-41 = 10

- (b) As the figure determined in accordance with article 11.02 and paragraph (a) above may vary over time, the Company will calculate the number of eligible jobs quarterly, near the beginning of the months January, April, July and October. The calculation may be reviewed at different times following a significant change in the allocated head count, for example, in the event of a layoff. The Company will notify the Union of the number of jobs available for the exercise of shift preference following each calculation, and shall then consult with those employees eligible to exercise their shift preference to determine if they wish to exercise their preference. Any exercise of shift preference must be confirmed within one week of the Company advising the Union of the number of jobs available for the exercise of shift preference, except that eligible employees returning to work from an authorized leave of absence may exercise their shift preference at the time returning to work.
- (c) An employee accommodated by the Company to work on steady day shift due to medical

reasons will be included in the number who may exercise their preference to work on a day shift. Such an accommodation may take place at any time, and shall immediately supersede the exercise of shift preference by any other employee.

- (d) Where a senior employee who is entitled to exercise his preference to work on a day shift, pursuant to the second paragraph of article 11.02, declines to do so, the Company agrees to allow the next most senior eligible employee to exercise his preference to work on a day shift, subject to the maximum of 25% of employees based on allocated head count in accordance with the calculation set above.

11.03 A wash-up period of five minutes will be allowed immediately before the meal break and finishing time. There will be two ten-minute rest periods - one in the morning and one in the afternoon. The work force may be split into two or more groups to avoid overcrowding of the refreshment facilities.

11.04 Employees are expected to be at their work station ready to work at the commencement of their shift.

ARTICLE 12 – OVERTIME

12.01(a) Time and one half will be paid for all work done in excess of eight (8) hours in any one day, or all work done in excess of ten (10) hours in any one day where an employee is working a ten (10) hour shift. Employees required to work Saturdays and/or Sundays as part of their regular work week shall not be paid overtime for regular work done on such days. They shall, however, be assigned two (2) consecutive days off per week and shall be paid overtime for work performed on such days off as follows:

- (i) Time worked on a first assigned day off shall be paid for at the rate of time and one-half for the first eight (8) hours, and double time thereafter;
- (ii) Time worked on the second assigned day off shall be paid for at the rate of double time.

12.01(b) Employees regularly scheduled to work twelve (12) hour shifts in heat treat shall be

paid time and one half for all work performed in excess of the employees regularly scheduled shift. Employees regularly scheduled to work twelve (12) hour shifts in heat treat shall be paid time and one half for all work performed in excess of the employees regularly scheduled work week or after forty (40) hours, as the case may be. Time and one half will be paid for all hours of work performed on Saturday and double time will be paid for all hours of work performed on Sunday, provided that Saturday and/or Sunday is not part of the employees normally scheduled work week. No employee shall be entitled to overtime premium more than once for the same hours worked.

12.02(a) The Company agrees, so far as possible, to avoid scheduling overtime work on the day of the Union's regular monthly membership meeting. Overtime is on a voluntary basis and the opportunity to share overtime will be equally available to all those employees normally performing the work and subject to (b) below. If there are insufficient employees normally performing the work who accept the overtime, the overtime will next be offered in the following order:

- (i) to the employee(s) who have re-call rights to the job in question;
- (ii) to other employees who have expressed interest and who have the skill and ability to perform the required work without orientation. Employees who wish to express their interest must sign their name to an overtime sign-up sheet, which will be placed in each department, indicating their availability to work any additional overtime.

12.02(b) The parties recognize the importance of meeting customer delivery requirements on a timely basis and that, from time to time, voluntary overtime may not be sufficient to meet those needs. As such, provided the Company first makes every reasonable effort, including utilizing some or all volunteers from outside the department, to have overtime performed on a voluntary basis in accordance with 12.02(a) above, the Company shall schedule additional overtime subject to the following limitations:

- (i) The Company will continue its practice of avoiding, so far as possible, scheduling overtime on Statutory Holiday weekends. If overtime is scheduled

on a long weekend, the company will hold a meeting with senior management and the union to review such schedule.

- (ii) Overtime may only be scheduled on Saturdays, and no more than one Saturday per employee per month (or, for employees whose regular work schedule includes Saturdays, overtime may be scheduled on a day that would normally be the employee's day off, and on no more than one such normally scheduled day off per employee per month);
- (iii) Overtime shall not exceed 5 hours in duration without the consent of the employee;
- (iv) If an employee has accumulated overtime in excess of twenty (20) hours in the immediately preceding four (4) weeks, or 5 hours of overtime in the current week, he will not be subject to scheduled overtime;
- (v) Employees on vacation shall not be subject to the above; and
- (vi) Employees shall be scheduled for additional overtime starting with the most junior employees, and proceeding on the basis of reverse seniority, in a natural rotation.
- (vii) An employee who is working the afternoon shift on Friday will not be scheduled to work overtime on Saturday of the same week.
- (viii) Where an employee accepts voluntary overtime that is available, the employee will be allowed to work a minimum of two (2) hours provided that sufficient work exists for those two (2) hours.
- (ix) On or before the first working day of the month or prior to any shutdown, employees will be informed which Saturday they may be scheduled to work in that month. Employees will be informed by Thursday at 3:00 p.m. of the week in question, at the latest, if overtime is required. The provisions of Article 15 will apply to scheduled overtime. Should Article 15 be invoked, that employee will be exempt from scheduled overtime the following month.

- (x) In the event it is shown that an employee was improperly scheduled and worked the overtime, that employee will be exempt from scheduled overtime the following month.

All overtime in excess of 48 hours in one week is strictly voluntary.

The Company will maintain records of employees who have been requested and refused to work voluntary overtime and these records will be available to the appropriate union officials.

- 12.02(c) Employees who have worked overtime on a voluntary basis and who wish to bank time in lieu of pay shall be entitled to take one and one-half hours off for each hour of overtime worked.

Subject to the provisions herein, the Company will administer the banking of overtime in accordance with the terms of the Ontario Employment Standards Act, 2000. All overtime in excess of 48 hours in one week is strictly voluntary. Banking of overtime is further subject to the following:

- (i) The maximum accumulated banked hours at any time shall be twenty-four(24);
- (ii) Three days of banked overtime will be permitted to be used as pay for the Short Term Disability waiting period;
- (iii) Banked overtime may be used for a single sick day it being understood that the Company may require medical evidence satisfactory to the Company to substantiate such a request where:
 - i. The employee has a pattern of absenteeism; or
 - ii. The company has grounds to suspect that the employee may be abusing sick leave.
- (iv) Banked overtime may be used for medical appointments, provided the request to used banked overtime for that purpose is made at least one week prior to the scheduled appointment or, where it is impossible for the employee to make the request at least one week in advance, with as much

notice as possible, and in any event, the employee shall provide evidence satisfactory to the Company that he did attend a medical appointment on the day for which banked overtime is granted;

- (v) All unused banked overtime shall be paid out at the end of each quarter (i.e. each March 31st, June 30th, September 30th and December 31st), unless an employee requests prior to the end of the quarter that he does not wish his banked overtime to be paid out that quarter

12.03 The Company agrees to pay supper allowance of \$5.00 to all employees who work two (2) hours or more daily overtime, except that no allowance shall be paid when the Company provides a meal during the overtime worked. Employees must receive forty-eight (48) hours notice of change of shift unless mutually agreed on by the Company and the employee. The Company shall furnish transportation home if necessary only if less than one (1) day's advance notice of overtime opportunity is given, except with supervisor's approval.

12.04 In the event that an employee agrees to work voluntary overtime and fails to report to work overtime as scheduled, it will be considered an absentee occurrence subject to discipline procedures.

ARTICLE 13 - STATUTORY HOLIDAYS

13.01 The following twelve (12) statutory holidays are considered paid holidays for those employees who have completed more than thirty (30) continuous calendar days in the employ of the Company:

New Year's Day	Thanksgiving Day
Good Friday	Day before Christmas Day
Victoria Day	Christmas Day
July 1st	Boxing Day
Labour Day	Day before New Year's Day
Armistice Day	Floater Day

If any of the above holidays falls on a Saturday or a Sunday, they will be recognized and

paid for either on the Friday or Monday, after consultation with the Union and two (2) weeks' notice. An employee shall make a written request to the Company at least two (2) weeks in advance of the day to be taken as his Floater holiday and shall be subject to the agreement of the Company.

13.02 The amount paid to the employee, including employees regularly scheduled on twelve (12) hour shifts, will be equivalent to a full work period of eight (8) hours at his normal hourly rate, provided he works his last scheduled shift prior to and his next scheduled shift after such holiday, unless he provides evidence satisfactory to the Company that the failure to work the requisite shifts was for reasonable cause. In order to qualify for payment of a holiday, the employee must have performed work for the Company within the two (2) calendar weeks prior to or within the two (2) calendar weeks following the holiday, save that employees on sick leave or absent due to an injury or occupational disease which the employee is receiving benefits from the WSIB, will receive payment for any holidays if they return to work within nine (9) months of the holidays.

13.03 It is understood that an employee required to work during any of the above holidays will, in addition to his holiday pay, be paid at time and one-half his hourly rate. An employee required to work during the day before Christmas, Christmas, and Boxing Day, will in addition to his holiday pay, be paid at double his hourly rate; and if required to work on any of the remaining holidays will, in addition to his holiday pay, be paid at time and one-half his hourly rate. Employees required to work during any of the above holidays will be given the opportunity to take a day off in lieu rather than receiving the holiday pay. The holiday pay will be paid on the lieu day.

ARTICLE 14 - CALL-OUT TIME

14.01 An employee called out for emergency work shall be entitled to be paid for four hours at his applicable hourly rate, regardless of time worked, or to the pay to which he is otherwise entitled under the overtime provisions of Article 12 in respect of the time worked on such call out, whichever is the greater. Call out time shall be considered overtime worked for the purposes of determining opportunities to share overtime under Article 12.02.

ARTICLE 15 - REPORTING ALLOWANCE

- 15.01 If an employee reports to work for their regularly scheduled shift without having been previously notified not to report, he shall be given at least four (4) hours pay at his normal rate. This shall not apply to an employee, who is returning to work, after an absence without leave, or who, if on leave, failed to report for work on his regular work period immediately following the termination of his authorized leave of absence, or, if work is not available, for any cause beyond the control of the Company.
- 15.02 It is the employee's responsibility to keep the Company informed of an up-to-date telephone number at which he can be reached.

ARTICLE 16 - SAFETY AND HEALTH

- 16.01(a) The management shall continue to make reasonable provision for the safety and health of the employees during the hours of their employment. Protective devices and other equipment necessary to safeguard employees from injury shall be supplied by the management.
- (b) Rubber boots and raincoats will be issued to employees if required to work outside on a temporary basis. The Company shall place three (3) appropriate snowmobile type suits in an appropriate accessible place. The coats and boots are to be returned to stores at the time of completion of specific tasks.
- (c) The Company will supply each employee with seniority up to \$175.00 for the purchase of one pair of safety footwear once per contract year. It is agreed that the melt room, maintenance, chipping room, wheelabrator, walk in sandblaster, CNC employees, and environmental technician/waste water operator will receive up to \$175.00 twice per contract year for the purchase of two pairs of safety footwear. It is further agreed the Company will provide specialized footwear for the pour areas (i.e. gator type) as necessary. There will be no top up in regards to boot allowance.

(d)The Company agrees to pay 100% of the cost of safety prescription glasses every twenty-four (24) months of this collective agreement, and it is agreed that the Company reserves the right to designate where such glasses will be purchased along with limiting the choice of glasses to a minimum of three (3) selections. The Company shall limit the payment for glasses purchased at other than the designated location to a maximum of \$250.00. The employee shall submit proof of payment to the Company prior to any reimbursement made. Union and the Company agree to co-operate in maintaining the observance of all health and safety rules. The Company will pay the replacement cost for prescription safety glasses which are destroyed or significantly damaged at work through no fault of the employee.

There is a new letter of agreement: "All employees currently provided with work clothing by the company will be supplied such clothing on a rental basis at no cost to the employee and which will be maintained by the rental supplier."

16.02 The Company will ensure that employees who are exposed to, or are likely to be exposed to hazardous materials in the workplace will receive training and certification as required by the Act.

The JHSC shall be notified of any health and safety related testing and shall be provided with results from such testing.

A bargaining unit member of the JHSC will be permitted to be present throughout any testing.

16.03 The present Safety Committee established to deal with matters of safety and health within the plant will be continued during the life-time of this Agreement.

It is agreed that the Committee shall meet once a month during working hours without loss of basic pay to the members of the Committee. It is further agreed an agenda will be prepared and circulated in advance of the meeting. The purpose of this meeting will be to inspect the physical condition of the work place and discuss issues relative to Safety & Health. The minutes of the meeting will be circulated prior to the next monthly meeting. In all matters relating to health and safety both members of the Union's Health & Safety

Committee may be present during any investigative proceedings. The Company and the Union agree that the functions of the Safety Committee and the Safety Representative will also conform to the Occupational Health and Safety Act of Ontario as to the obligations and responsibilities. The parties will co-operate to carry out their responsibilities under the Act.

An employee may refuse to work or do particular work where he has reason to believe that:

1. Any equipment, machine, device or thing he is to use or operate is likely to endanger himself or another employee.
2. The physical condition of the work place or the part thereof in which he works or is to work is likely to endanger himself; or
3. Any equipment, machine, device or thing he is to use or operate or the physical condition of the work place or the part thereof in which he works or is to work is likely to endanger himself or another employee.

(a) If as set down in the above clause, an employee refuses to work or do particular work, he shall promptly report the circumstances of his refusal to his supervisor, who shall forthwith investigate the report with representatives of the Health and Safety Committee.

(b) Following investigation and any steps taken to deal with the circumstances that caused the employee to refuse to work or do particular work, if the employee continues to have reasonable grounds to believe that carrying out the work would endanger himself or another employee, then an inspector representing the Ministry of Labour shall investigate the refusal to work and shall give his decision in writing as soon as possible.

(c) The employee may be found alternative work until such time the job has been made safe or determined to be safe to work on.

Pending the investigation and decision of the Inspector, no bargaining unit employee shall be assigned to use or operate the equipment, machine, device or thing or to work in the work place part thereof which is being investigated until the job in question has been deemed safe to operate by the Health and Safety Committee.

No disciplinary action shall be taken against any employee by reason of the fact that he has exercised the right conferred upon him under the Act respecting the occupational health and safety of employees.

- 16.04 Employees who are injured on Company premises and are sent home or to a doctor, or to the hospital, by the Company because of such injury shall receive pay at their normal rate for the balance of the shift on which the injury occurred and for all days lost due to injury up to the day WSIB kicks in. Where an employee is injured during the performance of overtime work he shall be entitled to be paid the wages he would have earned for the day or shift on which the injury occurred, as though the injury had not occurred.
- 16.05 If the employee is requested by the Company or the Company's insurer, to produce a certificate or other medical documentation or to submit to a medical examination by a medical practitioner, the cost of same will be borne by the Company. It is understood that an employee because of injury or illness, may no longer be able to perform the duty of their job and may be compelled to transfer to different duties.
- 16.06 The Company recognizes its duty to accommodate employees with a disability, consistent with the provisions of the OHRC. An employee who requires accommodation may request that assistance of the Union President or his designate. If the proposed accommodation measures being considered by the company could affect the bargaining unit, then the union will be consulted.

ARTICLE 17 - BULLETIN BOARDS

- 17.01 The Company will provide two locked bulletin boards (one in the canteen and one in another area to be designated by the parties) for the exclusive posting of union notices. One key shall be kept by the Union President and one by the Company's Manager of Human Resources. Any notices which the Union wishes to post on the bulletin board shall be approved by the Company prior to posting.
- 17.02 In view of this method of informing employees, the Union or employees shall not otherwise post, distribute or leave any kind of literature within the Company's property.

ARTICLE 18 - WAGES

18.01 The S.E.S. ("Simple Effective Solution") Manual for Production and Maintenance job Descriptions and Classifications is incorporated into this Agreement and its provisions shall apply as if set forth in full herein. Whenever there are issues that need discussion under Appendix J paragraph 3.01 or 3.02 a meeting will be held within a reasonable period of time.

During the lifetime of this collective agreement, the Company agrees to pay, and the Union agrees to accept, the wages as outlined in Appendix B in accordance with the Standard Wage Scale.

18.02 Effective March 16, 2018 a shift differential of fifty-five cents (\$0.55) per hour to be paid for all hours worked on a regularly scheduled second shift, and a shift differential of fifty-five cents (\$0.55) per hour will be paid for all hours worked on a regularly scheduled third shift. Effective March 16, 2019 a shift differential of fifty-five cents (\$0.55) per hour to be paid for all hours worked on a regularly scheduled second shift and a shift differential of fifty-five cents (\$0.55) per hour will be paid for all hours worked on a regularly scheduled third shift. For the purposes of payment of shift differential, if a shift starts four (4) hours or more after the regular shift starting time the whole shift shall be considered to be the following shift.

18.03 A premium of fifty cents (50¢) per hour will be paid for all hours worked on a Saturday shift which is part of the employee's regular work week, and a premium of one dollar (\$1.00) per hour will be paid for all hours worked on a Sunday shift which is part of the employee's regular work week.

18.04(a) An employee on continuous shift schedules who was called in on overtime on his second consecutive scheduled day off shall be entitled to twice his regular hourly rate for each hour worked.

(b) All wages due and owing to an employee shall be paid by an employer on the regular pay day of the employee as established by the practice of the employer.

18.05 Each employee job shall be described and classified and a rate of pay applied to each

employee in accordance with the provisions in this Agreement.

* Stipulation with respect to certified trades: The parties agree that with respect to certified trades, the wage rates set out in the Standard Wage Scale are minimums, and that the Company may increase their rates if it determines such increase necessary to respond to market conditions, provided the Company notifies the Union before implementing the increase and gives the same increase to all members of the classification receiving the increase.

STANDARD WAGE SCALE

Effective on March 16, 2018, and continuing until March 15, 2019, the Standard Wage Scale rate for Job Group 1 for the Production and Maintenance employees shall be \$18.43 per hour and all job groups above Job Group 1 shall remain at equal increments of \$0.28 per hour establishing a Standard Wage Scale as follows:

Job Group	Wage	Job Group	Wage
1	18.43	16	22.63
2	18.71	17	22.91
3	18.99	18	23.19
4	19.27	19	23.47
5	19.55	20	23.75
6	19.83	21	24.03
7	20.11	22	24.31
8	20.39	23	24.59
9	20.67	24	24.87
10	20.95	25	25.15
11	21.23	26	25.43
12	21.51	27	25.71
13	21.79	28	25.99
14	22.07	29	26.27
15	22.35	30	26.55

18.06 Effective on March 16, 2019, and continuing until March 15, 2020, the Standard Wage Scale rate for Job Group 1 for the Production and Maintenance employees shall be \$18.83 per hour and all job groups above Job Group 1 shall remain at equal increments of \$0.28 per hour establishing a Standard Wage Scale as follows:

Job Group	Wage	Job Group	Wage
1	18.83	16	23.03
2	19.11	17	23.31

3	19.39	18	23.59
4	19.67	19	23.87
5	19.95	20	24.15
6	20.23	21	24.43
7	20.51	22	24.71
8	20.79	23	24.99
9	21.07	24	25.27
10	21.35	25	25.55
11	21.63	26	25.83
12	21.91	27	26.11
13	22.19	28	26.39
14	22.47	29	26.67
15	22.75	30	26.95

18.07 Effective on March 16, 2020, and continuing until March 15, 2021, the Standard Wage Scale rate for Job Group 1 for the Production and Maintenance employees shall be \$19.23 per hour and all job groups above Job Group 1 shall remain at equal increments of \$0.28 per hour establishing a Standard Wage Scale as follows:

Job Group	Wage	Job Group	Wage
1	19.23	16	23.43
2	19.51	17	23.71
3	19.79	18	23.99
4	20.07	19	24.27
5	20.35	20	24.55
6	20.63	21	24.83
7	20.91	22	25.11
8	21.19	23	25.39
9	21.47	24	25.67
10	21.75	25	25.95
11	22.03	26	26.23
12	22.31	27	26.51
13	22.59	28	26.79
14	22.87	29	27.07
15	23.15	30	27.35

18.08 Effective on the dates specified above all employees shall have their rates of pay adjusted as follows:

- (a) If the employee is not receiving an out-of-line differential prior to the dates specified above, the rate of pay of such employee shall be adjusted to conform to the Standard Wage Scale Rate for that employee's job as provided.

(b) If the employee is receiving an out-of-line differential prior to the dates specified above, the rate of pay of such employee shall be increased by the amount by which the rate for Job Group 1 has been increased, as provided and the following shall govern:

(i) if the employee's new rate resulting from such increase is greater than the standard hourly rate for the job, as provided above, the amount by which such employee's new rate is greater than the rate provided shall become such employee's new out-of-line differential which shall replace the former out-of-line differential and shall apply in accordance with the provisions of this agreement.

(ii) if the employee's new rate resulting from such increase is equal to or less than the Standard Wage Scale rate for the job, as provided above, the rate of pay of such employee shall be adjusted to conform to the Standard Wage Scale rate for the job, as provided for above, and the former out-of-line differential shall be terminated.

18.09 As of the date the Standard Hourly Wage Scale becomes effective, the Standard Wage Scale rate for each job group shall be the Standard Wage Scale rate for all jobs classified within such a job group and shall so continue for the duration of the Standard Wage Scale and shall be applied to any employee in accordance with the provisions of this agreement.

18.10 Each standard wage scale rate established above shall be:

- (a) The established rate of pay for all hours paid for a non-incentive job; and
- (b) The established base rate and minimum guaranteed rate of pay under any incentive applied to the job in accordance with the provisions of this Article.

18.11 Except as otherwise provided by this Agreement, the established rate of pay for each Production and Maintenance job, shall apply to any employee during such time as the employee is required to perform such job.

OUT-OF-LINE DIFFERENTIALS

18.12 The Company shall furnish to the Union a list, agreed to by the Company and the Union, of employees who are to be paid "out-of-line differentials". Such a list shall contain the following information:

- (a) Names of incumbents who will receive "out-of-line differentials".
- (b) Job classifications of the incumbents.
- (c) The amount of such out-of-line differentials.
- (d) The effective date of such out-of-line differentials.

18.13 If an employee with an out-of-line differential is transferred or assigned to a job having a higher Standard Wage Scale rate, then the differential shall be reduced by the amount of the increase in the standard wage scale rate.

18.14 If, as a result of a layoff and the exercise of seniority rights, an employee with an out-of-line differential is moved to a job having a lower Standard Wage Scale rate, then the out-of-line differential shall be cancelled.

18.15 If such employee referred to in Sections 18.13 and 18.14 shall be returned to the job for which the out-of-line differential was established, the out-of-line differential shall be reinstated except as it may have been reduced or eliminated by other means.

18.16 When an employee would, in accordance with the terms of this Agreement, be entitled to receive their regular rate, they shall also receive any out-of-line differential to which they are entitled.

18.17 In addition to the means herein provided, increases in the increment between job groups shall be used to reduce or eliminate out-of-line differentials.

18.18 Except for the application of the out-of-line differentials as called for herein, the terms of this Agreement governing transfers shall apply.

TEMPORARY TRANSFERS

18.19 Any employee temporarily transferred from their regular job for the convenience of the

Company shall be paid the standard wage scale rate of the job to which they have been transferred, provided such rate is not less than that of their regular job. If the rate of the job to which they have been temporarily transferred, but not a result of a lay-off, is less than the rate of their regular job, they shall be paid the rate of their regular job during the period of such temporary transfer.

A transfer will be considered temporary for a period of up to twenty (20) days of actual work on the job transferred to. Whenever possible in the application of this clause, seniority will be given preference provided it does not interfere with the efficient operations of the plant. Where an employee is temporarily transferred from a job in which he has not completed the learner period, it is agreed that the time spent on the job to which the employee is temporarily transferred will count as time worked on his original job for the purpose of pay rate progression only.

INCENTIVES

18.20 Should the Company desire to establish an incentive system to cover any jobs, the following shall govern:

- (a) The Standard Wage Scale rates for the respective jobs shall be the base rates and minimum guaranteed rates for such incentives; and
- (b) The Company shall first discuss with and explain to the Union the development of any incentive plan and reach mutual agreement with the Union regarding such incentive plan before it is installed. (See Appendix A)

GENERAL

18.21 Any mathematical or clerical errors made in the preparation, establishment or application of job descriptions, classifications or Standard Wage Scale rates shall be corrected to conform to the provisions of this Agreement.

18.22 The Company and the Union shall designate in writing to each other their committee members for handling job descriptions and classifications. It is agreed that there shall be not more than six (6) committee members in the aggregate from the Production and

Maintenance unit. Additionally, and included in such designation, there shall be a referee from the Company and a referee from the Union.

18.23(a) Learner rates will be applied to the jobs listed in Appendix B. Jobs may be added to or deleted from the list by mutual agreement between the Company and the Union. Each learner rate period shall have a maximum duration of 520 hours and the difference in rate of pay between learner periods shall be two (2) job classes. Trade * jobs will not have learner periods. Craft ** jobs shall have learner periods.

(b) Learner jobs are not independently described and classified as such, but a schedule of learner period classifications is applied as set forth in Appendix C of the collective agreement.

18.24 The Utility persons are multi-skilled employees who will be assigned in their section and shift to perform various jobs and tasks, when required due to short term production surges, vacations, illnesses, accidents, and other leaves of employees. They will be utilized in a fashion to allow for efficient workload allocation.

The Utility jobs will be filled by using the posting procedure in Article 10. The successful applicant selection will be as follows:

- Current job of record at top rate within a department for which the Utility job is posted (i.e. Foundry, Processing)
- Extensive knowledge of other jobs within the department including a review of the employee's previous 5 year job history
- Seniority

18.25 Utility persons will be assigned as needed, in accordance with Article 18.24. They will normally be assigned to a specific shift, but may be required to change shifts from time to time to meet manpower requirements. The provisions of Article 11.02 (shift preference) do not apply to the utility position.

There will be at least one (1) utility person on each shift in the Foundry and Processing sections, and more may be posted at the discretion of the Company.

In order to develop utility persons so they are competent and able to perform a variety of tasks, utility persons will be trained as soon as possible on a minimum of 3 jobs. The training will normally consist of two weeks on each of the jobs for which training is required.

For greater clarity, the parties agree that the intent of this Article 18.25 is to provide:

- i. For working days 1 to 7, a Utility worker will be assigned to perform the work;
- ii. For days 8 to 20, the temporary transfer provisions will be followed; and
- iii. For days 21 to 60, the job posting provisions of the collective agreement will apply.

18.26 Utility persons will be paid, at a minimum, the rate of pay of the job of record they held at the time they were awarded the utility job, or the rate of the Foundry Utility or Process Utility position whichever they are fulfilling. They will progress through the progression steps (learner periods) outlined in Appendix C. Upon determining the successful applicant, an assessment as to what learner period starting point is appropriate will be completed. The assessment will be based on previously held jobs of record within the last 5 years, as well as information from checklists of the employee's progress from those jobs.

ARTICLE 19 – VACATIONS

19.01 Vacation requests for full weeks' vacation will be processed and approved on the basis of seniority through the "Vacation Time off Request Form" currently in use, prior to consideration of requests for single days of vacation.

The company will create and issue a separate "Vacation Time off Request Form" for single days' vacation. These requests will be approved on the basis of seniority. "On the basis of seniority" will apply to requests submitted before the deadline for requests for each vacation year. Requests received after the due date for a given vacation year will be processed with reference to the general limitations in the collective agreement.

Employees with less than one year's continuous service shall be granted vacations in

accordance with the Employment Standards Act of Ontario.

Employees with one (1) year's continuous service will be granted two (2) weeks' vacation with pay. Employees who have five (5) or more, but less than nine (9) years of continuous service will be granted three (3) weeks' vacation with pay. Employees who have had nine (9) or more years continuous service but less than fifteen (15) will be granted four (4) weeks' vacation with pay. Employees who have had fifteen (15) or more years of continuous service will be granted five (5) weeks' vacation with pay.

June 30th in any year is the date to be used in determining the length of service of any employee for the purpose of establishing the amount of vacation with pay to be granted. The payment for two (2) weeks' vacation will be based on 4%, for three (3) weeks' vacation on 6%, for four (4) weeks' vacation on 8%, for five (5) weeks' vacation on 10%, and for six (6) weeks' vacation on 12% respectively of such employee's total earnings in the twelve-month period immediately preceding June 30th.

If a paid holiday falls within an employee's approved vacation period, the employee will be allowed an extra day off with pay at a time convenient to the employee and to the Company, providing the employee otherwise qualifies for payment for the holiday.

It is agreed that the annual vacation shutdown, where business conditions permit, will be the last week of July and the first week of August. If the Company deems it necessary to change the timing of the vacation period, the length of the shutdown period, or to cancel the shutdown period the Union will be notified prior to the posting of the annual vacation sign-up sheet.

Employees who have twenty (20) or more years of continuous service on or after ratification of this Agreement shall be entitled to one (1) additional day's vacation for each year of service in excess of twenty (20) years to a maximum of five (5) days.

- 19.02 Employees entitled to vacation with pay must take their vacation during the vacation year. The vacation year will be considered to be from July 1st of one year to June 30th of the following year.

- 19.03 In the case of absence of an employee through illness or accident for a period of more than one (1) month, with presentation of suitable evidence that he was unfit for work during the period of such absence, he will be credited with the current percentage of his wages for that period towards his vacation pay for the current year only.
- 19.04 Employees entitled to vacation will be allotted available vacation periods on the basis of seniority. Requests for vacation must be submitted as follows:
- a) One week notice for a single day request (maximum of one day in the week); and
 - b) Two week notice for all other requests.

It is understood that where there is a summer shutdown contemplated in Article 19.01, available vacation will be utilized first during such shutdown period and any remaining vacation will be allotted thereafter. If there is no summer shutdown the Company will permit each employee to schedule at least one week's vacation during the period from June 30 to Labour Day weekend, subject to operational requirements. It is further agreed that a vacation bonus of \$100.00 will be paid to each employee for each full calendar week ("full calendar week" includes a week in which four days of vacation plus a stat day or floater is taken) of vacation taken between January 1st and April 30th in the vacation year.

Where an employee successfully applies for a position in another department after his vacation schedule has been approved by the Company, the employee's vacation schedule is subject to change. However, when the employee provides evidence of a pre-booked arrangement for his scheduled vacation, the Company will consider same."

The Company will allow 10% of employees in a department (rounded to the nearest integer) on vacation at any one time. Employees in a department means the allocated headcount in the department for vacation booked during the booking period; and the actual number of employees at work for vacation that is booked at a later date.

- 19.05 Where an employee suffers a bona fide illness during his vacation, the diagnosis and terms of which is clearly verified in writing by a medical practitioner, the employee shall be permitted to reschedule vacation provided that the rescheduling shall be subject to not

more than ten percent (10%, as per Article 19.04) of the employees in the department being scheduled for vacation at any one time, in accordance with Company policy.

If an employee cancels a full week of vacation, the Company will post the available vacation week in the department for a period of five (5) working days to allow for an expression of interest from the other employees in the department. Selection will be made by seniority. If the cancellation occurs less than 2 weeks before the commencement of the vacation period, the Company will offer the vacation to the senior employee who had requested that week during the vacation selection period, provided the employee comes forward within two (2) days.

- 19.06 Employees having twenty-five (25) or more years' service shall be entitled to one vacation bonus comprising two (2) weeks vacation. This bonus has a one-time application and applies retroactively to twenty-five (25) years of service and may be taken at the employee's discretion immediately, or in the future, or the employee may elect to receive the corresponding two weeks vacation bonus pay upon retirement.

ARTICLE 20 - DUES CHECKOFF

- 20.01 The Company shall deduct Union dues including, where applicable, fees and assessments, on a weekly basis, from the wages of each employee covered by this agreement. The amount of dues shall be in accordance with the Union's Constitution.

All dues, fees and assessments shall be remitted to the Union forthwith and in any event no later than 15 (fifteen) days following the last day of the month in which the remittance was deducted. The remittance shall be sent to the International Secretary Treasurer of the United Steelworkers of America, P.O. Box 9043, Commerce Court Postal Station, Toronto, Ontario M5K 1K1 in such form as shall be mutually agreed upon between the Union and the Company.

The remittance shall be accompanied by a list of the names of employees and amount so deducted for each employee, in form mutually agreed to by the Company and the Union.

The Company, when preparing T-4 slips for the employees, will enter the amount of union dues paid to the employees for the previous year.

- 20.02 Payroll deductions will continue for the duration of the contract unless by mutual agreement this Collective Agreement is sooner terminated. If the parties should agree to extend the Collective Agreement beyond its normal term, the check-off arrangement will also be extended unless altered by mutual consent.
- 20.03 No person shall be required, as a condition of employment, to become or remain a member of any union or other employees' organization and no statement or representations to the contrary shall be made.
- 20.04 No employee shall solicit members, collect monies or engage in any Union activity during his working hours, or on Company time, save as expressly provided by this Agreement, nor shall any employee or Union official solicit members, collect monies, or engage in any Union activity on Company premises in such manner, place or time as to interfere with other employees during the working hours of the latter, save as expressly provided by this Agreement, nor shall the Union or any of its members hold meetings at any time on the Company premises except as permitted by the Company, the place for such meetings to be designated by the Company.
- 20.05 In the event of a plant closure, consideration shall be given to an employee's application to a vacant position, at another location of the Company, for which the employee is qualified, and subject to any condition precedent, by law, including immigration laws.

ARTICLE 21 - EMPLOYEE BENEFITS

- 21.01 Subject to the provisions of this section, the Company agrees to pay one hundred percent (100%) of the premium cost of the following benefit plans for employees as follows:
- (a) Short-term disability (STD), on a 1-1-4-52 basis to sixty percent (60%) of regular wages per week effective from date which the insurer has approved payment of benefits.

- (b) An insured long-term disability (LTD) plan, for which the Company will contract with a carrier and pay the necessary premiums, with the following terms:
 - (i) Employees become eligible for LTD benefits after exhausting the 52 weeks of STD benefits under clause (a) above;
 - (ii) The LTD benefit will be \$1,500 per month;
 - (iii) The standard definition of disability will apply: two years "own occupation" and "any occupation" thereafter, until recovery or age 65, whichever comes first.
- (c) The plan includes optional major medical benefits which includes a pay direct drug card.
- (d) Group Life and Accidental Death and Dismemberment Insurance - \$50,000.00.
- (e) Basic Dental Plan (one year drag): Maintain 1 (one) year gap from current O.D.A. Schedule in each year of agreement.
- (f) A health care spending account plan of \$250.00 for each twelve month period from July 1 to June 30.

*Lifetime maximum for health care benefits is eliminated, effective upon ratification.

- 21.02 The Company and the Union agree that the carriers of these plans may be changed, provided identical coverage is obtained. The company will provide employees with updated benefit handbooks.
- 21.03 Because of the delay for employees who are entitled to weekly indemnity and Workers' Compensation payments, the Company will make arrangements at the request of the employee to provide advance payments on a weekly basis for an amount equal to his entitlement under the Insurance Plan. See form letter attached as Appendix G to this Agreement.
- 21.04 If the Company is able to effect any savings in premium cost without decreasing the benefits such savings shall accrue to the Company.

21.05 The monthly multiplier shall be \$40.00 for current and back service to 1979 until March 15, 2012. Effective March 16, 2012 the monthly multiplier shall be \$38.00 for current service up to and including June 30, 2012.

Effective July 1, 2012, the current Haley Industries plan will be frozen and the Company will begin contributions to the Steelworkers Pension Plan (SPP) as per Appendix L. For the sake of greater clarity, "frozen" means that:

- (a) no new members may join or participate in the plan; and
- (b) for all members participating in the plan as of June 30, 2012, service will cease to accrue.

There shall be no reduction in pension for retirement if the employee has attained the age of 64. For such employees, employee benefits of major medical and dental shall be continued to normal retirement age of 65.

21.06 Employees on long-term disability who are absent from work shall cease to be eligible for the benefits listed in Article 21.01 (c) to (f), and shall cease to accrue service for pension purposes, when they have been disabled from their own occupation for two years as determined by the LTD carrier. (Total 3 years – 1 year STD plus 2 years LTD own occupation).

21.07 The company will continue its participation in the Employee Assistance program provided through Steelworkers Lifeline, based on the current cost of \$10.00 per employee per year.

ARTICLE 22 - BEREAVEMENT PAY

22.01 In the case of a death in the immediate family of an employee, the Company shall grant three (3) days leave of absence with pay to compensate for time lost in normal working days. "Immediate family" shall be meant to include mother-in-law, father-in-law, sister, brother, daughter-in-law, son-in-law and grandchildren.

22.02 In the case of a death of a grandmother, grandfather, brother-in-law or sister-in-law the

Company shall grant bereavement leave of one (1) day with pay.

- 22.03 In the case of the death of an employee's mother, father, step mother, step father, spouse or child, the Company shall grant five (5) days leave of absence with pay to compensate for time lost in normal working days.

Step relatives shall be treated the same as natural relatives for the purpose of this Article. However no more than two allowances shall be paid for any combination of mother, father, step-father and step-mother.

ARTICLE 23 - JURY DUTY

- 23.01 The Company will pay the difference between normal pay and the pay received for jury duty or being subpoenaed as a Crown witness, for all working time lost.

ARTICLE 24 - TERMINATION

- 24.01 This Agreement shall become effective on the 16th day of March 2018, and shall remain in full force and effect until the 15th day of March, 2021.
- 24.02 Either party may on ten (10) calendar days notice require the other party to enter into negotiations for the renewal of this Agreement within the period of three (3) months prior to the expiry date, and both parties shall thereupon enter into such negotiations in good faith and make every reasonable effort to secure such renewal

DATED THIS 14th day of May, 2018

MAGELLAN AEROSPACE, HALEY

Y. Rochon

J. McIntyre

C. Cowan

UNITED STEELWORKERS and its
Local Union 4820

M. Byers

N. Farrell

P. Vander Ploeg

L. Godin

J. McMaster

D. Lipton

Yve Podes
11 Sept 2018

Leonard A. Wood
- Michael Byers
Dated 11 Sept 2018
Michael Byers
Pete 2018

APPENDIX A

United Steelworkers,
Local 4820

LETTER OF INTENT - INCENTIVES

The Company will meet and negotiate with Union officials of Local 4820 prior to the installation of any Incentive Plan for hourly rated employees.

Each standard hourly rate established under Appendix C shall be the established hourly base rate and minimum guaranteed rate of pay under any incentive applied to the job.

This clause will not limit the scope or type of any Incentive Plan which may be instated in the future.

The Employer will institute a Bonus Plan on 90% of budgeted PBIT (Profit before interest and taxes) being achieved, which would result in a 1% lump sum payment to employees in the manner presented to the 2018 Negotiations Committee.

APPENDIX B

JOB TITLE	JOB CLASS	RATE		
		MARCH 16/18	MARCH 16/19	MARCH 16/20
Instrumentation Electrician	24	24.87	25.27	25.67
Patternmaker	24	24.87	25.27	25.67
Environmental Tech II	23	24.59	24.99	25.39
Electronic Repairman	23	24.59	24.99	25.39
Millwright (Propane)	22	24.31	24.71	25.11
Toolmaker	22	24.31	24.71	25.11
Layout Inspector	21	24.03	24.43	24.83
Millwright	21	24.03	24.43	24.83
Electrician	20	23.75	24.15	24.55
Environmental Tech I	20	23.75	24.15	24.55
Foundry Utility Person	20	23.75	24.15	24.55
Casting Welder	19	23.47	23.87	24.27
Foundry Process Technician	19	23.47	23.87	24.27
Large Casting Cell Operator	19	23.47	23.87	24.27
Process Technician	19	23.47	23.87	24.27
Process Utility Person	19	23.47	23.87	24.27
Melter Pourer	18	23.19	23.59	23.99
Dry Sand Assembler	17	22.91	23.31	23.71
Inspector Flourescent Penetrant	17	22.91	23.31	23.71
Dimensional Check Inspector	17	22.91	23.31	23.71
Foundry Auxiliary Services	16	22.63	23.03	23.43
Laboratory Technician	16	22.63	23.03	23.43
Precision Fettler	16	22.63	23.03	23.43
Visual Inspector	16	22.63	23.03	23.43
Radiographer Helper	16	22.63	23.03	23.43
Saw Operator	15	22.35	22.75	23.15
Heat Treat Attendant (Day-shift)	15	22.35	22.75	23.15
Heat Treat Attendant (Off-shift)	15	22.35	22.75	23.15
Truck Driver	15	22.35	22.75	23.15
Warehouse Coordinator	15	22.35	22.75	23.15
Automatic Machinist CNC	15	22.35	22.75	23.15
Boroscope Inspector	15	22.35	22.75	23.15
Router Operator	14	22.07	22.47	22.87
Mechanical Repairman Helper	14	22.07	22.47	22.87
Shipper Receiver	14	22.07	22.47	22.87
Core Storeman	13	21.79	22.19	22.59
Coremaker Machine Operator	13	21.79	22.19	22.59
Fettler	13	21.79	22.19	22.59
Landfill Operator	13	21.79	22.19	22.59
Process Auxiliary Service	12	21.51	21.91	22.31
X - Ray Machine Operator	12	21.51	21.91	22.31
Core Blower Machine Operator	11	21.23	21.63	22.03
Material Handler (Castings)	11	21.23	21.63	22.03
Casting Dipper & Washer	11	21.23	21.63	22.03
Core Finisher	10	20.95	21.35	21.75
Dark Room Attendant	8	20.39	20.79	21.19
Pattern & Corebox Clean	8	20.39	20.79	20.07

**LEARNER PERIOD
(520 HOURS MAXIMUM)**

JOB DESCRIPTION	LEARNER PERIODS
Automatic Machinist CNC	3
Boroscope Inspector	3
Casting Dipper & Washer	0
Casting Welder	3
Core Blower Machine Operator	1
Core Finisher	1
Core Storemen	2
Core Stores Helper	0
Coremaker Machine Operator	3
Dark Room Attendant	0
Dimensional Check Inspector	3
Dry Sand Assembler	4
Electrician	**
Electronic Repairman	**
Environmental Tech I	5
Environmental Tech II	5
Fettler	1
Foundry Auxiliary Serviceman	2
Foundry On-Line Inspector	3
Foundry Process Technician	4
Foundry Utility Person	5
Heat Treat Attendant (Days)	2
Heat Treat Attendant (Off-Shift)	1
Inspector Fluorescent Pentrant	3
Instrumentation Electrician	**
Laboratory Technician	3
Landfill Operator	3
Large Casting Cell Operator	4
Layout Inspector	4
Machinist	**
Material Handler (Castings)	0
Mechanical Repairman Helper	1
Melter-Pourer	2
Millwright	**
Millwright (Propane)	**
Pattern Corebox Cleaner	0
Patternmaker	**
Precision Fettler	2

Process Auxiliary Service	2
Process Technician	4
Process Utility Person	5
Radiographer's Helper	3
Router-Operator	2
Saw Operator	1
Shipper /Receiver	3
Storemen	3
Toolmaker	**
Truck Driver	1
Visual Inspector	3
Warehouse Co-ordinator	2
X-Ray Machine Operator	2

* Government Approved Apprentice Program

** Certified Level II Liquid Penetrant Testing Inspector. All Level II Inspectors will be provided with the opportunity to write and pass the Level III exam, if requested by the employee.

APPENDIX D

ATTENDANT HEAT TREATMENT (OFF SHIFT)

Whereas in the course of negotiations for a renewal collective agreement for the Production and Maintenance unit, the parties hereto agree that during the life of the renewal collective agreement, the application and interpretation of the agreement, as it applies to Attendant Heat Treatment (Off Shift), shall be governed by the following Approvals from the Ministry of Labour: and the corresponding joint Applications to the Ministry by the parties hereto:

1. Approval under Section 22 of the Employment Standards Act, dated September 6, 1991, regarding eating periods.
2. Permit to Work Excess Hours under Section 20(1) of the Employment Standards Act, dated September 6, 1991: Permit 11977.
3. Approval for Averaging Hours, dated September 6, 1991, Approval Number 2949.

The Company and the Union have agreed that an additional thirty cents (\$.30) per hour for all hours will be paid to employees employed as Attendant Heat Treatment Off shift. This additional premium is to compensate these employees for the fact that their regular scheduled shift, at present, necessitates their working Saturday and Sunday.

In the event that the attendant Heat Treatment Off Shift are no longer required to work Saturday and Sunday, which would be a change in the present scheduled shifts so that Saturday and Sunday are no longer part of their regular work week, then the additional thirty cents (\$.30) per hour will be discontinued.

APPENDIX E

COST OF LIVING (C.O.L.A)

- (i) Following the release by Statistics Canada of the Consumer Price Index (Base 1971=100) for June 15, 2012 the Company shall compare such index figure with the Consumer Price Index for March 15, 2012. A Cost of Living Allowance of one cent for each full .28 point by which the June 15, 2012 index is higher than the March 15, 2012 index will be paid in lump sum the first pay period of the month following the release of figures which is July 2012. Further adjustments will be made at three (3) month intervals.
- (ii) An increase calculated in accordance with (i) above shall trigger only when the formula generates an increase in excess of \$.47 per hour in each year respectively. (E.g. if formula generates \$0.52, then \$.05 per hour would be paid commencing the month following the month in which the formula generates the increase. Increases are to be reviewed monthly and folded in quarterly as calculated in (i) above, where applicable.) The amount shall be capped at \$1.02. During the term of this agreement, the amount of excess so calculated will not be paid. It is agreed the formula will be maintained for the purpose of establishing future base line values.
- (iii) The adjustments will be calculated on the basis of the normally scheduled straight time hours and overtime hours worked and will not form part of the employees pay for any other purpose and will not be used in the calculation of any other pay, overtime premium, allowance or benefit. It is agreed that the cost of living accumulated, if any, in each year of the agreement will be folded into the base pay effective March 16, 2015 subject to the limitations established in (ii) above.

TOOL INSURANCE

Where employees are required to provide tools of their trade and keep an up to date list of such tools on file with their foreman, the Company agrees to provide adequate Company insurance to protect said employees against financial loss resulting from fire, explosion, theft or breakage, provided the tools are kept in a secure place during non-working hours and negligence on the part of the employee is not a factor.

* Qualified trades employees who are required to provide their own tools are eligible for an annual tool allowance of up to \$300.00 each year during the life of this Agreement. The allowance will be provided as a reimbursement of tool expenses incurred, upon presentation of satisfactory proof of purchase.

**REQUEST FOR ADVANCE ON PAYMENT OF WEEKLY INDEMNITY OR
WORKERS' COMPENSATION AND EMPLOYEE AUTHORIZATION TO
DEDUCT FROM EARNINGS OR OTHER CREDITS**

Please advance \$ _____ against indemnity or compensation due me for the period _____ to _____ . In consideration of the advance, I hereby authorize and direct the Insurance Company or Workers' Compensation Board, as the case may be, to direct the proceeds of my entitlement, payable to Magellan Aerospace, Haley. The Company agrees to pay me any amount received as my entitlement that is in excess of any advance paid to me by the Company.

In the event that the Company makes an advance to me and no entitlement is approved, or in the event that the Insurance Company or the Workers' Compensation Board refuse to honour my direction, and entitlement is paid to me, I hereby agree to reimburse the Company immediately for such advance(s) made to me. In the event I am unable to repay the advance for any reason, I hereby authorize the Company to deduct the amount advanced from my earnings or other credits payable to me.

Signed:
Magellan Aerospace, Haley

Clock No:

Witness:

Date:

BUMPING PROCEDURE

1. An employee may choose to displace an employee whose job is in the same or a lower classification as his current job; an employee may displace an employee whose job is in a higher classification only where: (a) the job into which he seeks to displace was, at one time, the employee's job of record at top rate; or (b) the employee has been temporarily transferred into that job within the most recent two (2) years and the employee has completed the required learner periods of the job and was at top rate.
2. Except for skilled trades and apprentices, the Company will give notice of layoff starting with the least senior employee and working up the seniority list.
3. An employee only has the right to bump in the event of layoff or redundancy. An employee does not have the right to elect to remain on layoff when recalled.
4. In the event of unique or special circumstances that may arise during this procedure, the parties agree to meet and endeavour to resolve such circumstances by mutual agreement.

TRAINING/TESTING

If passing a test is required to qualify for a particular position, all such tests shall be conducted in a manner that will provide a fair evaluation of all applicants. It is further agreed that all such tests shall be based on the requirements of the position which is being posted and shall not be in contravention with any other relevant term of the collective agreement. The requirement of a test shall be noted on the posting for a job requiring the successful completion of testing. The employee shall be provided with information and material uniformly available to all candidates no less than two weeks prior to testing. Candidates will be entitled to review and discuss their test result with the examiner and a union representative delegated by the Union.

Should it be determined that an employee has not met minimum standards required to be successful, the employee shall be provided with information and material uniformly available to fairly enable the employee to meet the standards required for the position.

Such information shall be given upon request of the employee, and such employee will be allowed to re-write the test within 30 days of receiving such information. An employee is limited (1) rewrite in a four (4) month period. The successful re-write of a test shall not qualify an employee for a job posting already awarded to a successful bidder. Employees who posted out of the position requiring testing are exempt from the requirement for testing if they posted out of the said position within the previous six (6) months of their application to a vacancy.

JOB EVALUATION MANUAL**PREAMBLE**

The contents herein are titled "SES Manual" for (Haley Industries Limited) and the United Steelworkers, Local Union #4820 for Job Descriptions, Classifications and Wage Administration, herein after called "the Manual".

The Manual is a supplement to the Collective Bargaining Agreement currently in effect between Haley Industries Limited, hereinafter called "the Company" and the United Steelworkers, Local Union #4820, hereinafter called "the Union".

ARTICLE I - PURPOSE

1.01 This manual is designed to assist the Company and the Union to:

- (a) Establish and maintain an equitable gender-neutral wage structure.
- (b) Establish and maintain detailed job descriptions and classifications
- (c) Establish a procedure to maintain a gender-neutral compensation system that reflects changes in job requirements and working conditions.

ARTICLE II - DEFINITIONS

2.01 Definitions of terms used in this manual are as follows:

- (a) "Basic Agreement" - Collective Bargaining Agreement between the Company and the Union relating to wages and other terms and conditions of employment.
- (b) "Employee" or "Employees" - all Production and Maintenance employees of the Company in Local Union #4820 that the Union is the bargaining agent for as provided in the Basic Collective Bargaining Agreement.
- (c) "Job" - an assignment of a number of duties to an employee. More than one employee may have the same job.
- (d) "Job Content" - the requirements of a job as to skill, effort, responsibilities and working conditions.
- (e) "Job Description" - the official record of a job noting: Purpose of the Job, Qualifications for the Job, Materials, Equipment and/or Product used as well as

Specific Duties and Responsibilities.

(f) "Classification Record" - the Job Content Analysis and evaluation of job requirements considering skill, effort, responsibilities and working conditions using either;

A Full Factor System of 17 Factors.

SKILL:

SK1: Previous Training and/or Education.
 SK2: On-the-job Experience and Training.
 SK3: Interaction with Others.
 SK4: Movement Skills.
 SK5: Decision Making.

RESPONSIBILITIES:

RE1: Responsibility for Information.
 RE2: Responsibility for Materials, Equipment and/or Product.
 RE3: Responsibility for Safety of Others.
 RE4: Financial Responsibilities.
 RE5: Manage or Direct Others.

EFFORT:

EF1: Movement and Concentration.
 EF2: Lifting, Carrying or Repetitive Motion.

WORKING CONDITIONS:

WO1: Temperature, Noise and other Environmental Conditions.
 WO2: Hazards.
 WO3: Nature of Job Monitoring.
 WO4: Work Interruptions and Distractions.
 WO5: Social Disruption required by Work Scheduling.

(g) "Trade Job" - Due to the nature of work performed in construction, production, rehabilitation of facilities, and in repair and maintenance, the job content requirements of trade jobs vary from time to time. The description of a trade job reflects the scope of duties a fully qualified trade's person may be called upon to perform. The classification is therefore required to reflect the job content requirements of a fully qualified trades person and applies to any of the following jobs:

Patternmaker	Instrumentation Electrician	Machinist
F.P.I. Inspector	Electronic Repairman	Toolmaker
Layout Inspector	Casting Welder (light alloys)	Millwright
Waste Water Operator	Lab Technician	

(h) "Group Leader" - a job that has combined responsibility for directing a group of employees as well as performing some of the same work as the group.

"Direction" includes:

- i) Planning work to be performed by group.
- ii) Determining on-the-job working procedures.
- iii) Arranging for necessary supplies, tools or equipment.
- iv) Assigning or instructing members of the group; and
- v) Inspecting, co-ordinating or recording work performed by group.

"Direction" does NOT include:

- i) Hiring, promoting, demoting, suspending or discharging members of the group.
- ii) Representing the Company in employee grievances.
- iii) Determining schedules or hours, days or weeks of when members of the group shall work; and
- iv) Performing other general supervisory or management functions.

(j) "Trainee Job" - a job established to provide training to eligible employees as set forth in the Basic Collective Bargaining Agreement. Trainee jobs are not independently described and classified.

(k) "Apprentice Job" - a job established for an apprentice in a work assignment to a given trade to qualify as a trades person in that trade. Apprentice jobs are not independently described and classified. A training period schedule and classification guide is set out in this manual, or as otherwise agreed by the parties.

(l) "Instructor Job" - a job established to train other employees or persons.

(m) "Standard Wage Scale" - a scale of rates established for job groups. Once jobs are described and classified, they are assigned to a job group within the Standard Wage Scale.

(n) "Out-of-line Differential" - prior to the application of SES, the amount an employee's pay exceeds the amount set out in the Standard Wage Scale.

ARTICLE III - JOB DESCRIPTIONS AND CLASSIFICATION

3.01 Accurate evaluations, comparisons and grouping of jobs is dependent on the collection and maintenance of accurate and up-to-date information about job requirements when the job is performed at a normal pace. Therefore, job descriptions are used not only to record current requirements but they also provide a base from which to judge changes in requirements or conditions.

Job descriptions note:

- (a) Job Title.
- (b) Location of job.
- (c) Date of Description.
- (d) Purpose of the Job.
- (e) Qualifications for the Job.
- (f) Materials, Equipment and/or Product used.
- (g) Specific Duties and Responsibilities.

3.02 DESCRIPTIONS

- (a) The Company shall prepare proposed job description as provided for in the A.S.E.S.@ software and in accordance with the requirements of this manual.
- (b) The Company job evaluation representatives and the Union Job Evaluation Committee shall review the proposed job descriptions and attempt to reach agreement. The Union Job Evaluation Committee shall have reasonable opportunity to conduct on-the-job reviews of job descriptions with workers involved in the jobs. The Company and Union Committee members shall each retain a copy of the agreed to job descriptions.

3.03 CLASSIFICATIONS

Following agreement on job descriptions:

- (a) The Company shall prepare a proposed job classification as provided for in the A.S.E.S= software and in accordance with the requirements of this manual.
- (b) The Company and Union Job Evaluation Committee members shall review the job classifications and attempt to reach agreement. The Company and the Union Committee members shall each retain a copy of the agreed to classifications.
- (c) Jobs are to be placed at the appropriate level in each factor considering the requirements of each job.

3.04 GENERAL

- (a) If the Company and Union Job Evaluation Committee members fail to reach agreement on a job description, classification or assignment of employees, the matter will be referred to the referees specified in the Collective Bargaining Agreement and the following shall apply.
 - (i) The two referees shall meet within sixty (60) days of the date the matter was referred to them and they shall attempt to finalize the description, classification or assignment of employees. Agreement between the two referees shall be final and binding. If the referees are unable to agree, they shall each issue a written report setting out the issues in dispute and their position on each issue. If one of the referees fails to issue a report, then the report of the other referee shall be binding on the parties, unless the

failure by that referee to issue a report was due to his or her incapacity, in which case another referee will be appointed.

(ii) If the referees cannot reach agreement, the Union shall within thirty (30) days of the referees report notify the company of its intention to submit the matter to an arbitrator under the appropriate provision of the grievance procedure provided for in the current collective agreement. The arbitrator shall hear any evidence presented from the referees referred to above. The arbitrator will decide each issue in dispute by selecting the position of either the Company referee or the union referee.

(b) Agreement on descriptions and classifications shall be indicated by signatures of designated representatives of the Company and Union.

ARTICLE IV - APPLICATION

4.01 The following shall apply in the application of job descriptions and classifications:

(a) It is the "job" that is under consideration, not the individuals in the job.

(b) Jobs shall be classified without regard to existing job rates.

4.02 Job descriptions and classifications of jobs, determined in accordance with the foregoing Articles, apply to assign each job to its appropriate Job Group within the Standard Wage Scale. The Collective Bargaining Agreement currently in effect establishes the Standard Wage Scale and governs the application of rates to employees.

4.03 The Standard Wage Scale of rates begins with Job Group 1. The Wage Scale then progresses upward from Job Group to Job Group by equal increments.

4.04 Application of wage rates shall not result in a reduction for any employee who is currently receiving more pay than what is provided for in the Standard Wage Scale, "out-of-line differentials" will be established for such employees. In addition to other means that may be provided for in the Collective Bargaining Agreement, increases in the increment between job groups shall be used to reduce or eliminate out-of-line differentials.

4.05 The job descriptions and classifications of each job shall be consistent with and conform to the job descriptions and classification of jobs already agreed to, and also with the appropriate "benchmark" job descriptions and classifications.

ARTICLE V - MAINTENANCE

5.01 Maintaining up-to-date and accurate job descriptions and classification records ensures continuation of an equitable gender-neutral wage structure. As job requirements and conditions change, so must job descriptions and classifications. Failure to maintain job descriptions and classifications will cause injustice to the employees, the Company or both.

5.02 Agreed-to job descriptions and classifications currently in effect and any that may

subsequently be agreed to, shall stay in effect unless:

- (a) Job content changes to the extent of one full job group, or more;
- (b) The job is terminated; or
- (c) The job description or classification is changed by mutual agreement of the Company and Union.

5.03 Whenever the Company establishes a new job or changes the requirements of an existing job to the extent of one full job group or more, upwards or downwards, a new job description and classification for the new or changed job shall be prepared as follows:

- (a) The Company will develop a job description and classification of the job in accordance with the provisions of Article III.
- (b) The job description and classification will be proposed to the Union for approval in accordance with the provisions of Article III.
- (c) The job will be assigned to a Job Group and the rate as set out in the Standard Wage Scale shall be effective as of the date the new job was established or on the date the requirements for an existing job were changed.

5.04 If the Company and Union cannot agree on the job description and/or classification, the following apply:

- (a) The Company shall complete the job description and classification and assign the job to a Job Group. The wage rate shall be effective as set forth in Section 5.03(c).
- (b) The Union shall then proceed to referees and arbitration as outlined in Article III of this Manual.

5.05 If the Union alleges that the Company has established a new job or changed the requirements of an existing job to the extent of one full job group or more and has failed to submit a job description or classification, it shall notify the Company in writing of such allegations. The Company and Union Job Evaluation Committee shall meet within thirty (30) days of receipt of such notice to discuss the matter. Following this meeting, the Company shall have fifteen (15) days to respond, in writing, to the Union's allegations. If the Union is unsatisfied with the response, it will refer the matter to the referees as outlined in Article III. Any change in Job Group resulting from such an allegation shall become effective in accordance with Article 5.03, provided that retroactivity shall not apply for more than six (6) months prior to the date the Union notifies the Company of the allegations.

5.06 When the Company changes the job requirements by less than one full Job Group, an amendment notice shall be prepared. This amendment, as provided for in the S.E.S. software, assists the Company and the Union to ensure that all job descriptions and classifications are up-to-date. An amendment notice shall be prepared as follows:

- (a) The Company shall prepare an amendment notice and submit it to the Union for approval in accordance with the provisions of Article III.
- (b) When, and if, job content changes of less than a full Job Group accumulate to a total of one Job Group or more, the job shall be re-described and reclassified in accordance with the provision of Article III. The new job rate will take effect as

of the date of the most recent change in job content.

(c) If the change results in a lower classification, any incumbents of such jobs shall receive an "out-of-line differential" equal to the difference between the rate for the job before the change and the rate thereafter.

- 5.07 When the Company terminates a job, an amendment notice shall be prepared noting cancellation of the job description and classification. This notice will include a statement of causes or reasons for termination. This amendment notice will be submitted to the Union as set out in Article III.
- 5.08 The S.E.S. Software used by the parties herein shall not be changed, amended or upgraded without the written mutual consent of the Company and the Union.

GROUP LEADERS

The designation of group leader does not change an employee's classification or job or record. The Company shall determine the number of group leader designations. A group leader may advise the Company at any time that he no longer wishes to be so designated, following which he shall not be permitted to reapply for any group leader position for a period of six months. In recognition of the additional duties required, an increase in hourly rate equal to 2 job classes will be added to the job of record of the group leader.

STEELWORKERS MEMBER'S PENSION

Effective March 16, 2018, the Company shall contribute a fixed amount of \$210.00 per month to the Steelworkers Members' Pension Benefit Plan ("Plan") on behalf of each employee. Effective March 16, 2019 the Company shall contribute a fixed amount of \$215.00 per month to the Steelworkers Members' Pension Benefit Plan ("Plan") on behalf of each employee. Effective March 16, 2020 the Company shall contribute a fixed amount of \$220.00 per month to the Steelworkers Members' Pension Benefit Plan ("Plan") on behalf of each employee.

Pension contributions will be made for employees who are in receipt of benefits from the WSIB, or under the disability insurance plans in accordance with Article 21, and/or maternity/parental or other leave protected by the ESA. In case of layoff, contributions will be made to the end of the month in which the employees is laid off.

Pension contributions are not payable for employees who are in their probationary period.

The Union agrees that other than making its contributions to the Plan as set out in this article, the Company shall not be obliged to contribute towards the cost of benefits provided by the Plan, nor be responsible for providing any such benefits. The Company agrees that the obligation to make contributions shall include reasonable interest, if the Company has failed in making its contributions.

The Union and Company acknowledge and agree that under applicable current pension legislation and/or regulations, the Company has no requirement to fund any deficit in the Plan, but is required to contribute only that amount as required by the collective agreement in force between the parties.

The contributions for each month shall be remitted to the Plan by the Company within fifteen (15) days after the end of the calendar month.

The Company agrees to provide to the Plan, on a timely basis, the specific information which the Administrator may reasonably require in order to properly record and process pension contributions and pension benefits, including the information required pursuant to the Pension Benefits Act and Income Tax Act.

The Company agrees to provide the Plan Administrator with timely notification of new hires, terminations, and retirements.

For further clarity, the information required for each employee is as follows:

1. To be Provided and Commencement of Participation for each Employee

- Date of Hire
- Date of Birth
- Date of Birth Contribution
- Address

- Social Insurance Number
2. To be Provided with each Remittance of Contributions for each Plan Participant
 - Name
 - Social Insurance Number
 - Amount of Remittance
 - Total Earnings
 3. To be Provided Initially and on a Status Change
 - Full Address as Provided to the Employer
 - Commencement Date of Employment (MMDDYY)
 - Termination Date of Employment (MMDDYY)
 - Retirement Date
 - Date of Death
 - Gender
 4. To be Provided Once Per Year After Year End – Summary Data in electronic format
 - Name
 - Social Insurance Number
 - Total Amount Remitted for Year
 - Total Earnings for Year

The Company agrees to enter into a Participation Agreement a copy of which is attached in the form attached hereto, and which shall be consistent with the terms of the Collective Agreement.

The Company agrees that an employee who may be appointed by the Union to be a Trustee or alternate Trustee of the Plan shall be entitled to a reasonable time to attend up to four meetings of the Plan in a calendar year during work hours and shall receive pay and be credited with seniority notwithstanding his or her absence from work for that purpose.

APPENDIX M**HUMANITY FUND**

The Company agrees to deduct and remit on an annual basis, on the first pay period following the anniversary date of the collective agreement the sum of \$20.80 from the wages of all employees in the bargaining unit, and within two (2) weeks remit the amount so deducted to the Humanity Fund, National Office, 234 Eglinton Avenue, E., Toronto, Ontario M4P 1K7. The Company shall advise in writing both the Humanity Fund at the above 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.

APPENDIX N**EDUCATION FUND**

The Employer will pay \$1,000 per year to the USW Education Fund. Cheques are to be payable to: USW Ottawa Service Fund and mailed to the Ottawa office, immediately following the anniversary date of the collective agreement each year.

SUPPLEMENT TO ARTICLE 5.06

1. Notwithstanding the wording of Article 5.06 of the collective agreement, the parties confirm their understanding that the following circumstances shall not be considered to be contrary to Article 5.06 of the collective agreement:
 - (a) Either a Certified Level II or a Certified Level III supervisor or manager, but not both at the same time, may perform up to 30 minutes of work per week per bargaining unit employee in performing an over inspection of the work previously performed by Inspectors Fluorescent Penetrant. It is understood that such over inspection will be performed in the presence of the Fluorescent Penetrant Employee;
 - (b) New non-union staff employees may perform bargaining unit work as part of the training and orientation for their job duties, provided that their total time performing bargaining unit work shall not exceed 80 hours of work;
 - (c) Non-union staff employees may perform bargaining unit work when no suitably qualified bargaining unit employees are available to perform the work, provided the Company has first:
 - i. Offered overtime in accordance with article 12.02(a) of the collective agreement;
 - ii. Exhausted potential temporary transfers of available and suitably qualified employees from other departments;
 - iii. Offered the work opportunity to employees who normally perform the required work but who are on vacation or leave at that time if those employees have informed the Company in writing prior to the start of their vacation or leave of their availability for work opportunities; and
 - iv. Obtained approval of the Department Manager or, in their absence, the Director of Operations.
2. The Company will meet with the Union when non-union staff perform work pursuant to paragraph 1 (c) above;
 - a) Whenever possible, before staff perform the work; and
 - b) When a prior meeting is not possible, then a meeting will take place as soon as possible thereafter.
3. If the Company does not offer overtime pursuant to paragraph 1(c)(i) above, the Company will offer the next available overtime opportunity to the affected employees.
4. Consistent with Article 12.02 of the collective agreement, the Company will maintain records of employees who have been offered overtime pursuant to paragraph 1(c)(i)

above, and who have refused. These records will be made available to the appropriate Union officials. Article 12.04 of the collective agreement will also apply to overtime offered pursuant to paragraph 1 (c)(i) above.

5. The Company will maintain records of bargaining unit work performed by non-union staff members. Hours worked by non-union staff in excess of those offered to employees as overtime pursuant to paragraph 1(c)(i) above, if not otherwise exempted pursuant to the collective agreement or this appendix, will be recorded as excess hours and subject to redress according to Article 3 above.
6. The Company will provide to the Union copies of documents setting out customer requirements for inspection work under paragraph 1(a) above.

LABOUR MANAGEMENT COMMITTEE

1. The Employer and the Union recognize the value of open and effective communications in maintaining a constructive labour-management relationship. To this end, a Labour Management Committee will provide a regular opportunity to discuss ongoing issues and problems and a chance to resolve these problems to the benefit of both parties. The Employer and the Union hope that their efforts in this initiative will help to build a better line of communication and a more harmonious workplace for everyone.
2. The committee will be comprised of the President of the Union, or his designate and one (1) representative for the Union, to be appointed by the union and two (2) representatives for the Employer, inclusive of the General Manager or designate, to be appointed by the Employer. Either party may invite other persons to attend if the agenda warrants it and the parties have agreed to this attendance.
3. The General Manager or designate and the President of the Union or designate will meet prior to the committee meeting to exchange proposed agenda items for that meeting. The Employer will arrange to integrate the two lists and have a single agenda typed and distributed to committee members three (3) days prior to the meeting. Emergency items arising after the agenda is prepared may be entertained on the agreement of the parties at the outset of the meeting. Business arising from the minutes of the previous meeting will be handled as a first item on each meeting's agenda.
4. The committee will meet quarterly or at such other times as may be agreed. The Employer agrees to hold the meetings during normal working hours and will pay employee's regular wages at straight time.
5. Following the committee meetings the parties will agree to the minutes which will then be typed by the Employer and a copy of same will be made available to each of the committee members.
6. The parties agree that any item which is within the mandate of another committee will not be an appropriate agenda item.

APPENDIX Q**MENTAL HEALTH IN THE WORKPLACE**

The parties recognize that mental health issues may be a cause of disability. Voluntary standards for the promotion of good mental health in the workplace have been produced by the Canadian Standards Association and endorsed by Health Canada. The Employer has been made aware of these standards.

The Employer agrees that appropriate measures to address such standards are a suitable topic for dialogue held under the Labour Management Committee.

The Employer recognizes that the return to work of an employee who has been disabled due to mental health issues is, in general, a desirable goal.

APPENDIX R**DOMESTIC VIOLENCE AFFECTING THE WORKPLACE**

The parties agreed that domestic violence is not necessarily a private matter and may have significant impact on the workplace.

The Employer agrees that appropriate measures to address domestic violence affecting the workplace are a suitable topic for dialogue held under the Labour Management Committee.

Subject to the particular circumstances under consideration, the Company may grant a leave of absence without pay pursuant to Article 10.09 (a) of the Collective Agreement, to employees who are victims of domestic violence, for any necessary time to attend to relocation, making arrangements for the care of children, legal appointments, and other necessary time that is related to the domestic violence. The Employer may require reasonable evidence of such need.

The Employer shall ensure the appropriate measures are put in place, as required under the *Employment Standards Act, 2000*, to protect workers from domestic violence situations in the workplace.

APPENDIX SHARASSMENT TRAINING

The company will provide harassment training within 6 months of ratification. Such training will be mandatory for all employees and supervisors, and will consist of group instruction.

APPENDIX TGRIEVANCE COMMITTEE TIME

When requested by the President and/or Chief Shop Steward and approved by the Director of Human Resources, the grievance committee, including members who are scheduled to work on the afternoon shift, will be permitted to meet the last hour of the regularly scheduled day shift Monday, Wednesday and Friday and be paid for at their regular hourly rate. At the end of the meeting at 3:30 p.m. these employees will report to their work station to work their full scheduled shift. No overtime will be paid for the full scheduled shift including the one hour meeting time.

When the Company has requested to meet with the grievance committee prior to the start of the afternoon shift, the Company will pay those employees overtime pay for any hours worked over the regular shift hours.

APPENDIX UBENEFITS

During the life of this agreement, the parties agree to meet through the Labour Management Committee to review the benefits. The Company agrees to provide all necessary information to the Committee. Each party may have consultants attend these meetings as required.

