

**COLLECTIVE AGREEMENT**

**BETWEEN**

**EAGLEBROOK INC. OF CANADA**

**AND**

**COMMUNICATIONS, ENERGY AND PAPERWORKERS  
UNION OF CANADA (CEP) AND ITS LOCAL 333-31**



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**ARTICLE 1                    GENERAL PURPOSE**

- 1.01    The general purpose of this Agreement is to establish mutually satisfactory relations between the parties, to provide machinery for the prompt and equitable disposition of grievances, to establish and maintain satisfactory working conditions, hours and wages for the employees who are subject to the provisions of this agreement.
- 1.02    The mutual interest of the parties is recognized by this Agreement for the operation of the entire enterprise under methods that will promote to the fullest extent, safety to the employee, economy of operations, quality and quantity of output, cleanliness of the facility and protection of property; and it is recognized by this agreement to be the duty of the parties to this agreement to co-operate fully, individually and collectively for the advancement of these principles.

**ARTICLE 2                    DEFINITION OF THE BARGAINING UNIT**

- 2.01    All employees of Eaglebrook Inc. of Canada working in the city of Brantford save and except managers, persons above the rank of manager, office, sales, clerical and laboratory staff.

**ARTICLE 3                    RECOGNITION))(\***

- 3.01    The Company recognizes the Union as the bargaining agent of all employees constituting the bargaining unit as defined in Article 2, in all matters of wages, hours and other conditions of work and employment.

**ARTICLE 4                    UNION SECURITY**

- 4.01    All employees in the bargaining unit must pay the regular Union dues.
- 4.02    The Company agrees to deduct bi-weekly from each employee an amount equal to the regular Union dues and Initiation fee, when applicable, and agrees that such deductions shall continue during the term of this Agreement. The Union shall advise the Company in writing, the amount of such dues, together with the name and address of the authorized Union official to whom they are to be sent. The Union shall advise the Company, in writing, thirty (30) calendar days in advance of any changes to be implemented.
- 4.03    Such monies, together with a record list of those employees from whom deductions have been made and the amounts deducted from each employee, shall be remitted monthly by cheque payable to the National Union CEP Local 333-31 within fifteen (15) calendar days after the end of the month in which such deductions are made.
- 4.04    Upon written request signed by the Local's Secretary-Treasurer or President, the Company will continue to pay Union Representatives absent from work on a Union Leave of Absence, properly applied for and granted under this Agreement, their regular pay. This request will be submitted as soon as reasonably possible to allow the Company to make any necessary arrangements. The Company will then recover payment for this Union Leave of absence by billing the Local Secretary/Treasurer on a monthly basis.

4.05 CONTRACTING OUT

The Company may contract out work as long as such contracting out does not result in the layoff of an employee in the bargaining unit.

4.06 The Union agrees that no union activity will take place during working hours except as provided in the grievance procedure herein. However, a member can discuss union business during mealtime and breaks on company property.

**ARTICLE 5 NO DISCRIMINATION**

5.01 The provisions of this Agreement shall be applied to all employees without discrimination for reasons of race, creed, colour, age, sex, marital status, nationality, ancestry or place of origin, union membership or union activity as stated in Article 4.06, religion, sexual orientation, physical handicap, pregnancy, or a conviction for which a pardon has been granted.

5.02 The parties also agree that there shall be no sexual harassment of an employee.

**ARTICLE 6 MANAGEMENT RIGHTS**

6.01 Subject only to the express provisions of this Agreement, the Union agrees that the Company has the right to direct its manpower, including the right to hire, promote; to classify new occupations; to amend occupations; to impose demotions, disciplinary sanctions, to suspend or terminate any employee for just cause; to modify the hours of work according to Article 12, to determine or modify the assignments or methods of work; to determine which products are to be handled, worked on or manufactured; to establish or modify rules and regulations which are to be observed by employees, which are not incompatible with this Agreement, and to exercise the management functions unless such exercise is limited by a specific provision of this Agreement.

**ARTICLE 7 NO STRIKE OR LOCK-OUT**

7.01 The Company agrees that there shall be no lock-out of its employees during the life of the Agreement, and the Union agrees that there shall be no strike, slowdown and/or other stoppage or interference with work during the life of this Agreement.

7.02 The words STRIKE AND LOCK-OUT shall have the meaning given these words in the Canada Labour

## **ARTICLE 8                    SENIORITY**

- 8.01 Seniority shall be the total length of service of an employee dating from his first date of employment with the Company. (Eaglebrook and former owners).
- 8.02 An employee who transfers or is re-hired to a position outside the bargaining unit shall be deemed to have forfeited any further claim to seniority in the bargaining unit after a period of one (1) month outside the bargaining unit. Such employee shall continue to pay union dues in accordance with Article 4 for the entire period out of the bargaining unit but not to exceed one (1) month. If the employee returns to the bargaining unit within this period of one (1) month he/she shall retain all seniority that he/she had prior to leaving the bargaining unit including time spent out of the bargaining unit.
- 8.03 A new employee shall be considered a probationary employee until he has been continuously employed by the Company for a period of sixty (60) days worked.
- 8.04 A probationary employee laid off before completion of the probationary period and subsequently re-hired within twelve (12) months shall be given credit for the number of days worked previously towards completion of his/her probationary period as defined in Article 8.03.
- 8.05 The Company retains the right to terminate the employment of a probationary employee who is found by the Company to be unsuitable. Such a termination shall be subject to the grievance and arbitration procedures only on the grounds of discrimination.
- 8.06 If a reduction in work force is necessary, probationary employees in the affected classification shall be laid off first.
- 8.07 If a further reduction is necessary, employees with the least seniority in the affected classification shall be laid off from their present job next.
- 8.08 When an employee is laid off in a classification, he/she may displace an employee with lesser seniority in any lower rated classification.
- 8.09 It is understood and agreed that in the event of a lay-off, an employee who displaces another employee due to the application of Articles 8.06, 8.07, and 8.08 above must be willing and able to perform the work without training, but subject to a familiarization period agreed to by the Company and the Union.
- The employee so affected shall inform the Company in writing that he/she wishes to exercise this right to “bump” within three (3) working days of the lay-off notice, otherwise, such right shall be forfeited.
- 8.10 An employee, other than a probationary employee, who is laid off shall have recall rights for a period of twelve (12) months from the date of his/her lay-off.

- 8.11 The Company shall recall laid-off employees by seniority in the affected classification. Recall shall be made by registered mail at the employee's last address on record with the Company. It shall be the employee's responsibility to supply the Company with his correct and current address and any changes that occur. The Company's obligation to recall under this clause shall be fulfilled if
- a. the employee refuses recall to a position with the same or higher wage than that from which he was laid off;
  - b. the employee fails to respond to his/her recall within seven (7) working days from the date of the mailing of the recall letter by registered mail; or
  - c. the employee's recall letter is returned because he/she failed to file a correct address with the Company.

8.12 While the employee is on a Company authorized Leave of Absence as per Article 19, seniority privileges will accumulate provided that there are no violations of the conditions of the Leave, and that the employee returns as required from said Leave.

8.13 An employee who has been on a Company authorized Leave of Absence as per Article 19 shall return to his/her former position if the position is still available and if he/she is capable of performing the work, otherwise he/she will be offered, in accordance with the application of his/her seniority rights as defined in Articles 8.06, 8.07, 8.08, and 8.09, other available work, which he/she is capable of performing.

8.14 All vacancies in the bargaining unit shall be posted for a period of seven (7) working days on Company and Union notice boards. A copy of all notices of vacancies shall be furnished to the Local President of the Union. Employees shall be entitled within the said seven (7) working days to apply in writing to fill such vacancy. Employees who apply shall keep one copy of their application.

The person who satisfies the requirements of the position shall be the successful applicant. In the event that two or more persons meet all the requirements of the position equally, then the person having the most bargaining unit seniority shall be the successful applicant.

Nothing in this Article shall be construed as limiting the Company from creating positions or deciding not to fill vacancies, nor shall the Company be subject to any other time constraints beyond those as defined above.

8.15 The successful internal applicant shall be considered to be on probation until he/she has worked thirty (30) days on the job. If he/she is not found satisfactory for the job within the period, which may be extended by mutual agreement, he/she shall return to his/her pre-probationary position without loss of seniority, subject to the position being available or the affected employee exercising "bumping" rights as defined in Article 8.09.

8.16 Seniority lists shall be available to the Union every twelve (12) months and upon changes and hirings or terminations, and shall include the employee's classification, his/her rate and employee number. The Union shall be notified in writing of any change in an employee's classification plus the classification of a newly hired employee.

**ARTICLE 9 NOTICE OF LAY-OFF**

- 9.01 In all lay-offs, other than temporary lay-offs as described in Article 9.02, the Company shall advise the Union and the employees affected by such lay-offs not less than five (5) working days prior to such lay-off, or shall pay such affected employees five (5) working days' pay at the employee's regular hourly rate in lieu of such notice.
- 9.02 Temporary lay-offs resulting from unexpected problems, equipment or power failures, may be made without regard for seniority, provided however that every reasonable effort will be made by the Company to provide work for employees in their own classification or in another classification in the workplace.

**ARTICLE 10 BARGAINING UNIT WORK**

- 10.01 The Company agrees that it will not permit any person not within the bargaining unit to perform the work or operations normally performed by an employee within the bargaining unit, except in response to legitimate business requirements, which may include but are not limited to, training, vacation, absenteeism, leaves of absence, and emergencies. Work performed in such case by a non-bargaining unit employee shall not result in the layoff of a bargaining unit employee.

**ARTICLE 11 CONTINUOUS SERVICE**

- 11.01 Continuity of service shall be considered broken and the seniority and employment of an employee shall terminate if he/she:
- a. resigns;
  - b. is discharged for just cause and is not reinstated through the grievance procedure or arbitration;
  - c. is laid off for a period exceeding his/her recall rights as defined in Article 8;
  - d. is absent from work for more than two (2) working days without providing an explanation which is satisfactory to the Company;
  - e. is absent from work beyond authorized sick leave, vacation or other leaves of absence without providing an explanation which is satisfactory to the Company.

**ARTICLE 12                    HOURS OF WORK**

12.01 Subject to the provisions contained below, the Company may schedule work by classification, according to a:

- a) Standard Shift Schedule, or
- b) Continental Shift Schedule.

The Company shall communicate in writing to the Union at least thirty (30) calendar days in advance of a change between shift schedules.

12.02 Standard Shift Schedule

- a) The work week shall be understood to commence at 12:00 a.m. Monday and end at 11:59 a.m. Sunday. The normal number of hours per day shall be eight (8) hours, over a period of five (5) consecutive days, Monday to Friday.

This statement of weekly hours has no other purpose but to serve as a basis for the calculation of overtime and shall not be interpreted as guaranteeing any minimum whatsoever of hours of work.

- b) The work shifts shall be:

Night Shift:	12:00 a.m. – 8:00 a.m.
Day Shift:	8:00 a.m. – 4:00 p.m.
Afternoon Shift:	4:00 p.m. – 12:00 a.m.

- c) The Company shall allow employees normally employed in a production capacity to select a scheduled shift as described in Article 12.02 b) based on seniority. Once having selected a shift based on seniority, an employee may not change their selection without the agreement of the Company.

The Company shall reserve the right to establish an alternate schedule, either permanently or temporarily, in response to legitimate business requirements, which may include but are not limited to, training, vacation, absenteeism, leaves of absence, unforeseen emergencies, and interpersonal relationship issues.

The Union shall review and make comments to the Company in writing concerning any issues that may result from the alternate schedule.

- d) In classifications not normally involved in production, the Company shall determine the eight (8) consecutive hours each day to be worked in each day consistent with Article 12.02 a) and with the requirements of the Company and subject to choice of shift seniority provisions, where such choice exists. The Company shall provide at least twelve (12) hours notice of any change in shift hours, and shall not schedule any such change such that the period of rest between the end of one shift and the beginning of another shift is less than twelve (12) hours.



- e) Eight (8) hour shifts shall include a paid meal break of 30 minutes. Meal breaks are to be taken on Company property, and shall be scheduled by the employees so as no interruption to the normal operations occurs.
- f) An employee that is required to remain 15 minutes or more beyond the scheduled end of the shift shall receive compensation according to the provisions of overtime.
- g) No employee may be absent from Company premises during their scheduled shift without the permission of the Company.
- h) If an employee presents himself at work at the regular hour when he is to start work and the Company has no work to perform, then the employee shall receive four (4) hours pay at the regular rate, provided that he had not received twelve (12) hours notice not to come to work, or that the lack of work is not attributable to circumstances beyond the control of the Company.

### 12.03 Continental Shift Schedule

- a) The calendar work week shall be understood to be 7:00 a.m. Sunday to 6:59 a.m. the following Sunday. The works shifts shall be:

Day Shift	7:00 a.m. to 7:00 p.m.
Night Shift	7:00 p.m. to 7:00 a.m.

Any changes to the hours described above shall be mutually agreed to by the Company and the Union.

- b) The Continental Shift Schedule will have scheduled hours of work of up to **and** including 48 hours per calendar week. This statement of weekly hours has no other purpose but to serve as a basis for the calculation of overtime and shall not be interpreted as guaranteeing any minimum whatsoever of hours of work.
- c) The Company shall allow employees normally employed in a production capacity to select a scheduled shift as described in Article 12.03 a) based on seniority. Once having selected a shift based on seniority, an employee may not change their selection without the agreement of the Company.

The Company shall reserve the right to establish an alternate schedule, either permanently or temporarily, in response to legitimate business requirements, which may include but are not limited to, training, vacation, absenteeism, leaves of absence, unforeseen emergencies, and interpersonal relationship issues.

The Union shall review and make comments to the Company in writing concerning any issues that may result from the alternate schedule.

- d) In classifications not normally involved in production, the Company shall determine the twelve (12) consecutive hours each day to be worked in each day consistent with Article 12.03 a) and the requirements of the Company and subject to choice of shift seniority provisions, where such choice exists. The Company shall provide at least twenty-four (24) hours notice of any change in shift hours, and shall not schedule any such change such that the period of rest between the end of one shift and the beginning of another shift is less than twelve (12) hours.
- e) The Company shall prepare a Continental Shift Schedule that provides for:
  - i. 336 days of scheduled production whereby each employee is scheduled to work 168 twelve (12) hour shifts, not including holidays as defined by this Agreement;
  - ii. Periods of two (2), three (3), and four (4) scheduled consecutive workdays followed by the same number of scheduled off days, not including holidays as defined by this Agreement, and plant down days: In no case would an employee be scheduled to work more than four (4) days (48 hours) in any seven (7) day period.
  - iii. Balanced scheduling Concerning days and nights (as applicable) and Saturday and Sunday work, to the degree possible.
- f) The Company shall provide the Continental Shift Schedule to the Union at least thirty (30) days in advance of a change to such schedule as per Article 12.01, or where such a schedule is in practice, at least thirty (30) days in advance of the new calendar year.

The Union shall have seven (7) calendar days to review and make comments to the Company in writing concerning any issues that may result from the schedule.

The Company shall review any proposed changes to the schedule and submit a final schedule to the Union at least twenty-one (21) calendar days prior to implementation.

- g) Twelve (12) hour shifts shall include two paid meal breaks of 30 minutes each. Meal breaks are to be taken on Company property, and shall be scheduled by the employees so as no interruption to the normal operations occurs.
- h) An employee that is required to remain 15 minutes or more beyond the scheduled end of the shift shall receive compensation according to the provisions of overtime.
- i) No employee may be absent from Company premises during their scheduled shift without the permission of the Company.
- j) If an employee presents himself at work at the regular hour when he is to start work and the Company has no work to perform, then the employee shall receive six (6) hours pay at the regular rate, provided that he had not received twelve (12) hours notice not to come to work, or that the lack of work is not attributable to circumstances beyond the control of the Company.

## ARTICLE 13 OVERTIME

- 13.01 Overtime shall be offered first to employees who normally work that shift, and who normally perform the type of work required. The overtime is voluntary; however, in the event that there are not sufficient volunteers, the Company may require that the work be performed by qualified employees having the least seniority.
- 13.02 Scheduled overtime shall be offered and posted at least 72 hours prior to the first scheduled shift.
- 13.03 An employee shall be paid at the regular rate of pay increased by  $\frac{1}{2}$  for any work in excess of the normal number of hours of daily work.
- 13.04 Standard Shift Schedule
- a) An employee shall be paid at the rate of one and a half ( $1\frac{1}{2}$ ) times his regular rate of pay for the first eight (8) hours that he is required to work in excess of his/her normal scheduled hours for that week, and an employee shall be paid at the rate of two (2) times his regular pay for all hours that he is required to work in excess of eight (8) hours overtime already worked in that week. There shall be no pyramiding of overtime premiums with any other premium in this Agreement, and an employee shall never receive more than one and a half (1%) times his regular rate of pay, or two (2) times his regular rate of pay, as the case may be, except as may be specifically provided in this Agreement
  - b) For each period of four (4) hours of non-scheduled overtime, an employee shall receive a meal allowance of \$6.50.
- 13.05 Continental Shift Schedule
- a) An employee shall be paid at the rate of one and a half (1%) times his regular rate of pay for the first twelve (12) hours that he is required to work in excess of forty (40) hours actually worked or his/her normal scheduled hours for that week, whichever is less, and an employee shall be paid at the rate of two (2) times his regular pay for all hours that he is required to work in excess of twelve (12) hours overtime already worked in that week. There shall be no pyramiding of overtime premiums with any other premium in this Agreement, and an employee shall never receive more than one and a half (1%) times his regular rate of **pay**, or two (2) times his regular rate of pay, as the case may be, except as may be specifically provided in this Agreement
  - b) For each period of five (5) hours of non-scheduled overtime, an employee shall receive a meal allowance of \$6.50.

**ARTICLE 14 PAID HOLIDAYS**

14.01 An employee shall receive eight (8) hours of pay at his regular rate, whether he works or not on the following holidays.

New Year's Day	Civic Holiday	Thanksgiving Day	Boxing Day
Good Friday	Canada Day	Remembrance Day	
Victoria Day	Labour Day	Christmas Day	

14.02 Should any of the holidays enumerated in Article 14.01 above fall on a Saturday or Sunday, where that Saturday or Sunday was not scheduled as a workday, the Monday following shall be observed unless there is mutual agreement of the parties to move it to any other day.

14.03 Subject to Article 14.02 above, with the exception of Christmas, New Year's Day, and Good Friday, any holidays enumerated in Article 14.01 above not falling on a Monday, shall be moved to the closest Monday unless there is mutual agreement of the parties to move it to any other day.

14.04 If the employee works on any of the above mentioned holidays, he is entitled to his normal rate of pay and in addition he shall be paid at the rate of one and a half (1%) times his regular rate of pay for all hours worked on the holiday.

14.05 If he is not entitled to the above pay, he will be paid at the rate of one and a half (1%) times his regular rate for all hours worked on the holiday. Should any holiday change by virtue of legislation or if there is a mutual agreement between the parties, any of the holidays can be substituted with another day, in which case the other day so substituted shall be considered to be the holiday for the purposes of this Article.

14.06 An employee shall not be entitled to holiday pay for any of the following:

- a. if he is absent without permission on his regularly scheduled day, either preceding or immediately following the holiday;
- b. if the day in question occurs while he is on an authorized leave of absence or on a lay-off which has already lasted for fifteen (15) calendar days or more; or
- c. if he has not been employed by the Company at least thirty (30) consecutive calendar days when the holiday occurs.

**ARTICLE 15 PAID VACATION**

15.01 (a) The vacation year is January 1 to December 31 and vacation entitlement will be based on service accrued as of January 1 of the vacation year. Employees may, no later than May 1 in each year, submit their preferences in writing to the Company. Vacations shall be scheduled by the Company in accordance with its requirements, it being understood that where possible, the Company will attempt to accommodate the wishes of employees. Seniority shall prevail where there is a conflict.

15.01 (b) Vacation pay will be granted as follows:

Length of Service	Standard Shift	Continental Shift
Less than one (1) year	4% of earnings	4% of earnings
One (1) to five (5) years	80 hours	84 hours
Six (6) to ten (10) years	120 hours	120 hours
Eleven (11) years to 24 years	160 hours	168 hours
25 years and over	200 hours	204 hours

In the event that shift changes are made during the accrual year, the amount of vacation to be subsequently granted shall be prorated based on the distribution of scheduled hours between the shift arrangements.

15.02 Employees entitled to vacations are to receive their vacations, as vacation pay will not be granted in lieu of vacation, and vacations must be taken in the vacation year in which the vacation is due.

**ARTICLE 16 BEREAVEMENT LEAVE**

16.01 In the event of death in the “immediate family” of the employee, and for the purpose of attending the funeral and/or other related duties, the employee shall not suffer any loss of pay for a maximum of 3 working days absence at their regular rate of pay.

16.02 “Immediate family” shall be defined as spouse, children, parents, grandparents, grandchildren, brother, sister, in-laws (father, mother, brother, sister).

16.03 Regular employees requiring such time off will receive their current rate of pay as follows:

Spouse/Child/Parent	3 days
Brother/Sister/Grandparent	2 days
Father-/Mother-/Brother-/Sister-In Law	1 day

16.04 The employee’s entitlement to absence with pay as set out in 16.01 will not be prejudiced should:

- a. the death occur during an employee’s paid vacation (Article 15);
- b. a paid holiday occur (Article 14) while the employee is on bereavement leave.

**ARTICLE 17                    JURY DUTY**

- 17.01 Employees required to report for jury duty shall not suffer any loss of pay, provided they were scheduled to work while serving on jury duty.
- 17.02 Employees summoned to appear as a witness shall not suffer any loss in pay, provided they are appearing on behalf or in the interest of the Company, and provided they were scheduled to work during their appearance.

**ARTICLE 18                    BENEFITS**

- 18.01 The employees shall benefit from the same marginal benefits (pension plan, profit sharing, group insurance, sick days, and other benefits) as those offered to other employees of the Company.
- 18.02 Group Insurance

It is understood that the Company's sole obligation is to pay the premiums with respect to any insurance plan and the Company shall not be liable to provide any of the benefits under such plans.

With respect to the premium payable for insurance, it is understood that the employees will assume 15% of the premium payable, and this up to a maximum of seven hundred and fifty dollars (\$750.00) per calendar year. This will be reviewed with each renewal of the Collective Agreement.

It is understood that the Company undertakes to respect, insofar as possible, the provisions of Group Insurance Plan and that it has the firm intention of maintaining for the benefit of all of its employees, including the employees covered by the collective agreement, a complete Group Insurance Plan which includes, among other things; a plan to reimburse dental care, medication, and health care costs; life insurance; sick time, short term and long term disability; all of which are more fully described in the Employee's Handbook.

- 18.03 In the event that the Government of Canada or the Province of Ontario should enact legislation, which affects the benefits of the Plan, the parties hereto shall meet to discuss any required changes in the Plan. Such meeting shall take place no later than thirty (30) calendar days subsequent to the enactment of the legislation.

**ARTICLE 19 LEAVE OF ABSENCE**

- 19.01 The Company will grant Leave of Absence without pay to any employee at its discretion and any person who is absent with such permission shall continue to accumulate seniority.
- 19.02 Application for a leave of absence shall be submitted in writing at least one (1) week in advance of the date of the requested leave and shall specify the reason for the request. When a Leave of Absence is approved, such approval shall be in writing.
- 19.03 Family Compassionate Leave

The Company shall abide by legislation that grants leave for family emergencies and compassionate reasons. The Company shall allow an employee to extend the legislated leave period through the use of vacation time or banked time, according to the Articles governing each contained in this Agreement.

**ARTICLE 20 MATERNITY LEAVE, PATERNITY AND ADOPTION LEAVES**

- 20.01 The Company and the Union acknowledge applicable legislation governing these areas and will abide by such legislation as is applicable and in force.

**ARTICLE 21 BULLETIN BOARDS**

- 21.01 The Company will provide a bulletin board for the use of the Union. Once a notice is posted and there are any management concerns, management will approach the steward who will remove the posting immediately until the issue is resolved to the satisfaction of both parties. Both the Company and the Union shall act responsibly on this article.

**ARTICLE 22 HEALTH AND SAFETY**

- 22.01 The Company agrees to be bound by all applicable Health and Safety & WSIB legislation.
- 22.02 The Company agrees that it will continue to provide without cost to the employees such special equipment and clothing that the Company considers necessary or that is prescribed through application of Article 22.01. The Company agrees to pay up to \$150 per occurrence for safety boots, and \$200 per occurrence for safety glasses provided the employee receives prior approval and submits a receipt containing the date and amount of each expense.

**ARTICLE 23                    UNION REPRESENTATIVE**

- 23.01    The Union agrees to furnish the Company with a list of names of employees who have been elected or appointed Union Officers and Stewards authorized to represent the Union, and the Union will keep this list up to date.
- 23.02    Stewards, members of committees and Union Officers will be required to perform their regular duties and will not leave or otherwise interrupt their regular duties to attend to Union business without first informing the Operations Manager or his/her designated representative. Permission to attend to legitimate Union Business will not be denied.
- 23.03    When the Steward leaves his/her work to attend to Union business his/her pay will be at the normal hourly rate of pay.
- 23.04    The Union may elect or appoint not more than one steward to assist employees in the preparation and presentation of grievances. The number of additional stewards required will be determined by mutual agreement between the parties.
- 23.05    The Company shall pay one (1) member of the negotiating committee straight time pay for the time spent in negotiations to a maximum of eight (8) hours per day to the point of Conciliation.
- 23.06    The Company will not unreasonably withhold permission to any authorized representative of the Union for admission to the Company premises during working hours, provided that reasonable notice is given to the Company.

**ARTICLE 24                    COMPANY REPRESENTATION**

- 24.01    The Company agrees to furnish the Union with a list of names of management personnel with whom the Union may have transactions in the administration of this Agreement, and will keep this list up to date.



## ARTICLE 25                    GRIEVANCE PROCEDURE

- 25.01 It is the mutual desire of the parties hereto that complaints and grievances of the employees shall be adjusted as quickly as possible.
- 25.02 It is generally understood that an employee having a complaint shall first give a manager an opportunity of adjusting the condition causing the complaint before lodging a formal grievance. The employee may request the assistance of his/her Steward when taking up a complaint with a manager.
- 25.03 A grievance is defined as alleged violation or misinterpretation of the Collective Agreement. Employees' grievances shall be settled in the following manner.

(a)     STEP 1

The grievance must be submitted in writing within ten (10) working days from the occurrence or from his/her knowledge of the occurrence giving rise to the grievance. The manager will meet with the grievor accompanied by his/her steward and render his answer to the steward within **(5)** working days of such meeting.

(b)     STEP2

If the Manager fails to give his/her answer to the grievance within the time limits set forth in Step 1, or if the answer is unsatisfactory, the Steward may, within five (5) working days, take the grievance to the next level of management. Management will give their answer to the Steward within five (5) working days of the meeting. A National Representative may be present at this step.

- 25.04 A grievance over the dismissal or suspension of an employee may be taken up at Step 2 of the Grievance Procedure, omitting Step 1.
- 25.05 A grievance of a general nature or a dispute over an alleged Violation of the Agreement may be initiated by the Union or the Company at Step 2 of the Grievance Procedure omitting Step 1.
- 25.06 Failure of the Union to adhere to the time limits prescribed above shall mean that the grievance is deemed to be abandoned. Failure by the Company to adhere to the time limits prescribed above will enable the Union to immediately refer the grievance to the next step in the grievance procedure.
- 25.07 The time limits in Article 25 may be extended by mutual agreement in writing.

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## **ARTICLE 27**

## **DISCHARGE AND SUSPENSION CASES**

- 27.01 A Union Representative shall be informed by the Company of the discharge of an employee at the time of discharge if available, or if not available, as soon as possible thereafter.
- 27.02 An employee shall not be discharged or suspended without just cause. He/she may **ask** for and shall receive from the Company the reasons for his/her dismissal or suspension.
- 27.03 A claim by an employee or the Union that he/she has been unjustly discharged or suspended from his/her employment shall be treated as a grievance if a written statement of such grievance is lodged with the Company within five (5) working days after the employee is informed of the discharge or suspension.
- 27.04 All preliminary steps of the Grievance Procedure prior to Step 2 will be omitted in discharge or suspension cases.
- 27.05 Any discharge or suspension grievance may be settled by an arrangement, which, in the opinion of the parties, or an Arbitration Board, is just and equitable.
- 27.06 All limits specified herein may be extended by the mutual consent of both parties in writing.
- 27.07 The Company will consider written warnings, and suspensions, against an employee as cleared from his/her record after a twenty-four (24) month period from the date of issuance.
- 27.08 When an employee is being disciplined verbally copies of the written confirmation will be given to the Union and the employee. Every effort will be made to do so in the presence of a steward. The unavailability of a steward shall not render the discipline void.
- 27.09 The employee shall be entitled to review his/her discipline file once a year upon written request.
- 27.10 Should the union steward warrant discipline, the Company shall contact the local president and have him/her at the discipline meeting. The unavailability of the local president shall not render the discipline void.

**ARTICLE 28            BANK TIME**

- 28.01 The Company shall permit an employee to bank up to and including twenty (24) hours pay per pay period, in lieu of pay for overtime work, provided that the total number of hours in the bank does not exceed forty-eight (48) hours.
- 28.02 The Company shall include in the final pay period of the fiscal year ending March 31 the amount of pay equivalent to the remaining banked hours, such that there is no carryover of banked hours to the next fiscal year beginning April 1.
- 28.03 An employee may use any or all of his/her bank hours for the purpose of
  - a) Increasing the amount of pay in any given pay period, provided that this intention is provided to the Company in writing seven (7) calendar days prior to the normal pay day;
  - b) Vacation as per Article 15, provided that the vacation is not taken so as to cause the Company to incur overtime as the result of the absence; and
  - c) Family Compassionate Leave as per Article 19.
- 28.04 The Company shall apply banked time hours sufficient to meet the requirement in situations where:
  - a) an employee has received lay-off notice as per Article 9;
  - b) the Company has invoked Article 12.02 h) or 12.03 j); or
  - c) an employee's sick time allowance is insufficient to offset sick time taken.

**ARTICLE 29            TRAINING**

- 29.01 Pay for First Aid courses

The Company shall pay for First Aid, Workplace Hazardous Materials Identification System (WHMIS), Transportation of Dangerous Goods (TDG), and any other courses that are required by regulation or that the Company decides are beneficial to its operations.

The Company shall pay for an employee's time to take any such course, according to the provisions of Articles 12 and 13.

- 29.02 Pay for Job Related courses

As per Section 4.6 – Employee Tuition Program in “Eaglebrook’s Policy Manual”.

**ARTICLE 30            WAGES**

30.01 Wages and classifications will be set out in Appendix "A" hereto.

**ARTICLE 31            TERM \***

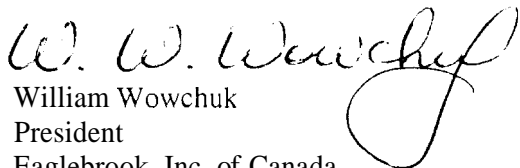
The term of this Agreement shall be from February 10, 2004 to March 31, 2006.

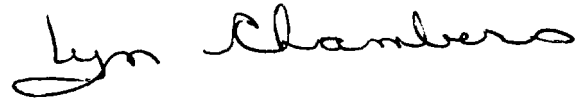
Following the completion of this term, the Agreement shall remain binding for a period of one (1) year unless either party gives to the other written notice of their intention to terminate or amend the Agreement. Such notice will be given at least thirty (30) calendar days but not more than ninety (90) calendar days prior to the expiry of this Agreement.

SIGNED at Toronto, Ontario, this 17 day of February, 2004

For the Company

For the Union

  
William Wowchuk  
President  
Eaglebrook, Inc. of Canada

  
Lyn Chambers  
National Representative  
CEP Ontario Region

**APPENDIX "A"**

**Wages**

classification	Hourly Rate		
	Current	February 10, 2004 – March 31, 2005	April 1, 2005 – March 31, 2006
Shipper/Receiver	\$20.78	\$21.25	\$21.73
Operator	\$20.78	\$21.25	\$21.73
Maintenance Technician	\$20.78	\$23.12	\$23.64
Lead Hand	\$23.76	\$24.28	\$24.83
Supervisor	To be negotiated if filled.		

**Shift Premium**

Days	8:00 AM to 3:59 PM	No Shift Premium.
Afternoons	4:00 PM to 11:59 PM	\$0.75/hr.
Midnights	12:00 AM to 8:00 AM	\$0.85/hr.

\$0.85/hr for nights on 12-hour shifts.

This shift premium shall not apply to any overtime hours worked.

**Pay Periods**

The Company shall pay each employee every two weeks as per the schedule established by the Company, representing twenty-six (26) pays in a fifty-two (52) week period approximating the calendar year.

Each pay shall include description of and remuneration for the actual hours worked, overtime, and banked time; remuneration for sick time and vacation time properly applied for and taken; and taxable benefits; subject to statutory reductions with respect to the Income Tax Act, Employment Insurance Act, Canada Pension Plan Act, and reduction by that amount payable as described in Articles 4.02 and 18.