

COLLECTIVE AGREEMENT

BETWEEN

**CUSCO FABRICATORS LLC.
(the “Company”)**

— AND —

**NATIONAL AUTOMOBILE,
AEROSPACE, TRANSPORTATION AND
GENERAL WORKERS UNION OF CANADA
(CAW – CANADA)
AND ITS LOCAL 112
(the “Union”)**

**CAW  TCA
CANADA**

**Effective: October 1, 2012
Expires: September 30, 2015**



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ARTICLE 1 PURPOSE

The parties agree that the general purpose of this Agreement is to establish and maintain a mutually satisfactory relationship between the Company, the employees and the Union, to provide formal procedures for the equitable resolution of grievances and to establish the terms and conditions of employment including wages, hours of work and any other working conditions for employees who are subject to the provisions of this Agreement.

ARTICLE 2 RECOGNITION AND SCOPE

- 2.01 The Company recognizes the National Automobile, Aerospace, Transportation and General Workers Union of Canada (CAW-Canada) and its Local 112, as the exclusive bargaining agent for all employees of CUSCO FABRICATORS INC. in the Regional Municipality of York save and except for supervisors, persons above the rank of supervisors, engineers, draftspersons, quality control, office, clerical and sales staff.
- 2.02 Unless otherwise specified in this Agreement, the word “employee” or “employees” will mean the employees for whom the Union is the bargaining agent as defined in Section 2.01.
- 2.03 The Company will meet with the authorized representatives of the Union for the purpose of resolving disputes which may arise regarding wages, hours of work, or other working conditions.

ARTICLE 3 MANAGEMENT RIGHTS

- 3.01 Subject to the provisions of this Agreement, the Company reserves the right to;

- (a) Hire, promote, transfer, demote or lay off employees and to suspend, discharge or otherwise discipline employees for just cause;
 - (b) To operate and manage its business in all respects in accordance with its commitments and responsibilities;
 - (c) To maintain order and efficiency in its facility;
 - (d) Make, and amend, reasonable rules and policies to be observed by employees. The Union Chairperson will be provided a copy of all Company rules and policies. These rules and policies will be posted and remain posted, on Company information boards. Company rules and policies, or any amendments to them, will become effective five (5) working days after they have been posted in the workplace.
- 3.02 The Company will exercise its rights in a manner that if fair, reasonable and consistent with the Collective Agreement.

ARTICLE 4 UNION SECURITY AND DUES CHECKOFF

- 4.01 All current and any new employees of the Company, will, as a condition of employment, become and remain members of the Union in good standing, as provided in the Constitution and By-laws of the Union. All current employees, who have not already done so, will be required to sign an application for membership and authorization for dues check off and initiation fee. The application form will be supplied by the Union to the Company. The form will be signed and returned to the Local Union Financial Secretary within fourteen (14) days of the execution of this Agreement. In the case of a new employee, the form will be completed and forwarded within one week of the employee's date of hire.

- 4.02 The Company will deduct bi-weekly, from the gross wages of each Union employee, any dues, initiation fees or assessments levied in accordance with the Constitution and By-laws of the Union. The total amount deducted will be equivalent to the uniform, regular monthly dues of the Union. This amount will not be changed during the term of this Agreement, except in order to comply with a change in the Constitution and By-laws of the Union. The Union will provide to the Company written notice of the amount of regular monthly dues.
- 4.03 All dues, initiation fees and assessments deducted will be remitted to the Local Union Financial Secretary within fourteen (14) days of the month following the deductions. The remittance will include a statement listing each employees name and the amount of each deduction. A copy of this statement will also be provided to the Union Chairperson when requested.
- 4.04 The Company will also provide a statement listing those employees who did not have dues deducted and the reason why no deduction took place.
- 4.05 In any instance in which an error occurs in the amount of any deduction of dues from an employee's wages, the Company will adjust it directly with the employee. In the event of any mistake by the Company in the amount of its remittance to the Union, the Company will adjust the amount within seven (7) days of being notified of the error.
- 4.06 The Company will include on an employee's T4 slip, the total amount of dues paid by the employee for the relevant taxation year.
- 4.07 The Union will indemnify the Company against any claim or liability arising out of the application of this Article, except for any claim or liability arising out of an error committed by the Company.

ARTICLE 5
INFORMATION TO THE UNION

- 5.01 Every two (2) months, the Company will provide the Local Union, the following information;
- (a) Name, address (including postal code), telephone number(s), classification and wage rate for each employee;
 - (b) Names of employees transferred in or out of the bargaining unit;
 - (c) Names of employees who resigned, retired or were terminated;
 - (d) Names of employees laid off or recalled to work;
- 5.02 If any of this information is immediately required in order to administer the Collective Agreement, the Company will provide the Union Chairperson with this information at his or her request.

ARTICLE 6
BARGAINING UNIT WORK

- 6.01 Persons outside of the bargaining unit will not perform any work normally performed by employees in the bargaining unit except;
- (a) For the purpose of job instruction;
 - (b) In the case of an emergency, where “emergency” is defined as a situation that has a potential to result in harm or endangerment to life or damage to facilities, equipment or loss of materials, or the unnecessary shut-down of equipment or interruption of workflow;
 - (c) For the purpose of determining engineering feasibility of products and/or components;
 - (d) Where there are an insufficient number of employees willing to perform such work;

- 6.02 The Company will not exercise its rights under section 6.01, in a manner that would cause the elimination of a bargaining unit position, reduce the hours of work or pay of an employee, or prevent the recall or hiring of an employee.
- 6.03 The Company will not contract in or contract out any work that is normally performed by the bargaining unit, unless such work contracted in or contracted out has a positive financial impact to the Company performance, or in the event that there is no adequate manufacturing equipment on site or where there is space limitations and a lack of available plant work space; or where the Company has the ability to purchase products from outside where the Company cannot produce the products efficiently within. The Company will meet with the Union Chairperson and the President of Local 112 and/or the CAW National Representative seven (7) days prior to such work being reassigned. The Company's intention would be to maintain its current workforce and avoid any layoff resulting from the contracting in or contracting out of work.

ARTICLE 7
NO STRIKES OR LOCKOUTS

- 7.01 The Company agrees in will not cause or sanction a lockout and the Union agrees it will not counsel or authorize any strike during the lifetime of this agreement.
- Further, the Company and the Union agree to abide by the Ontario Labour Relations Act with respect to strikes and lockouts.

ARTICLE 8
NO DISCRIMINATION OR HARASSMENT

- 8.01 There will be no discrimination, intimidation, interference, restraint, or coercion exercised or practiced by

either the Company or the Union, or by any of their representatives, with respect to any employee because of his or her race, colour, marital status, disability, creed, gender, sexual orientation, national or ethnic origin, religious or political affiliations, or because of his or her membership or activities, in the Union.

- 8.02 The Company and Union will comply with the provisions of the Ontario Human Rights Code and any other applicable legislation.
- 8.03 When the term “spouse” is used in this Agreement, it will include a same-sex spouse and common-law partner of the same or opposite sex.
- 8.04 When the masculine or singular pronoun is used in this Agreement it will include the feminine or plural pronoun where the context applies, and vice-versa.
- 8.05 The Company and the Union are committed to providing a discrimination and harassment free workplace. It is expected that all persons treat each other with respect and courtesy and they must not engage in harassment or discrimination based on prohibited grounds, as described under Part III.0.1 of the Ontario Occupational Health and Safety Act (Violence and Harassment in the Workplace).
- 8.06 An employee has the right to file a complaint with the Human Rights Tribunal of Ontario and to seek redress under the Ontario Human Rights Code.

ARTICLE 9 SENIORITY

- 9.01 Seniority is defined as the length of continuous service with the Company in the bargaining unit and is designed to give employees an equitable measure of security based on their length of continuous service

in the bargaining unit. It will include service with the Company prior to the certification of the Union.

- 9.02 There will be one seniority list which will be maintained on a bargaining unit wide basis, except as otherwise provided in this Agreement.
- 9.03 An employee's name will appear on the seniority list as of his or her date of hire. The list will be revised as required and a copy will be given to the Union Chairperson.
- 9.04 Except as otherwise provided in this agreement, seniority will be the determining factor for layoff, permanent reduction of the work force, recall, job postings, and transfers and for any other purpose as determined by this Agreement, provided that the employees so affected can effectively perform all of the required duties.
- 9.05 Employees will be regarded as probationary employees for the first ninety (90) calendar days of their employment within a twelve (12) month consecutive period. After completion of the probationary period, seniority will be effective from the employee's date of hire.
- 9.06 It is recognized that the probationary period is a period during which the Company has the right to assess an employee and to determine whether the employee is suitable for employment. Therefore, the termination of a probationary employee will be considered for just cause unless the termination was discriminatory, arbitrary or in bad faith.
- 9.07 In the event the Company hires more than one employee on the same date, seniority ranking will be determined by the alphabetical order of the employee's last name at date of hire, with "a" being the most senior. Seniority standing will not change because of a name change.

ARTICLE 10 LOSS OF SENIORITY

10.01 Seniority rights will cease and bargaining unit employment will terminate for any of the following reasons:

- If an employee resigns.
- If an employee is discharged for just cause and not re-instated through the grievance procedure.
- If an employee remains away from work without permission for a period of three (3) or more consecutive working days, unless he or she has a satisfactory reason for the absence.
- If an employee fails to report for work in accordance with a notice of recall, or within five (5) working days after the registered mailing date of the notice, unless he or she provides a satisfactory reason for failing to report. Notice will be sent to the last known address on record with the Company.
- If an employee is laid off for a continuous period of:
 - (i) Twelve (12) months for non-probationary employees whose seniority at the time of lay-off was less than one (1) year, or
 - (ii) The number of months equal to the employee's seniority up to a maximum of forty-eight (48) months for employees whose seniority at the time of layoff was one (1) year or greater;
- If an employee accepts a position within the Company, outside of the bargaining unit, for a period exceeding sixty (60) calendar days. No employee will be transferred to a position outside of the bargaining unit without his or her consent.
- If an employee retires.
- If an employee overstays a leave of absence granted by the company without notifying the

Company and without supplying a satisfactory reason for such failure.

- If an employee engages in gainful employment while on a leave of absence from the Company.

10.02 At the time of hire, employees will provide the Company with their address and telephone number(s). Employees must immediately notify the Company of any change to their address or telephone number(s). This information will be submitted on forms supplied by the Company. It shall be the obligation of the employee to provide such information to the Company.

ARTICLE 11 GRIEVANCE AND ARBITRATION PROCEDURE

11.01 The Union and the Company will make reasonable efforts to settle disputes and employee complaints as quickly as possible. A reasonable amount of time may be spent by the members of the Union Committee in order to investigate and participate in grievance matters. The Company will not prevent the Union Committee from properly fulfilling its obligations to investigate and settle grievances.

11.02 A grievance will be defined as any complaint concerning the interpretation, application, administration or alleged violation of the Collective Agreement or employment legislation and will be processed as set out in this article.

11.03 Pre-Step (Verbal):

An employee having a complaint will first take the matter up with his or her supervisor within five (5) working days of the event giving cause to the complaint. The employee, his or her Union representative and the supervisor will meet in order to attempt to settle the complaint before filing a grievance. If a settlement cannot be

reached, the employee, through the Union, may proceed with filing a grievance at Step 1 of the grievance procedure. Such settlement reached at this step will not be binding on either the Company or the Union.

11.04 STEP 1:

Should the parties fail to reach a settlement pursuant to 11.03, the grievance will be in writing, on forms provided by the Union. The grievance will be presented to the Production Manager or his designate within five (5) working days following the answer given at the Pre Step stage. The grievance should state the nature of the grievance and the remedy sought. The grievance should be signed by the employee and/or a Union Representative. The Production Manager or his designate will meet with the Union Representative within three (3) working days following receipt of the written grievance. The grievor may be in attendance at this meeting. The Production Manager or his designate will give a written reply to the Union within five (5) working days following the Step 1 meeting.

11.05 STEP 2:

If the matter is not resolved at Step 1, the Union may present the grievance to the Company President or his designate within five (5) working days of receiving the written decision from the Production Manager or his designate. The Union and the Company will meet within ten (10) working days of the presentation of the grievance at Step 2. The Union Grievance Committee will attend for the Union. In addition the President of Local 112 and the CAW National Representative may attend, as determined by the Union. The President and/or the Production Manager or their designates will attend for the Company. The Company will provide a written decision to the Union Chairperson or designate within ten (10) working days of the meeting.

- 11.06 A grievance concerning the suspension or discharge of an employee will start at Step 2 of the grievance procedure. It will be submitted within 10 working days of the date the employee is given written notification of the discipline. The suspension or discharge grievance will be presented in writing to the President.
- 11.07 Policy grievances will start at Step 2 of the grievance procedure. In the case of a policy grievance initiated by the Company, the grievance will be submitted in writing to the Union Chairperson. In the case of a policy grievance initiated by the Union, the grievance will be submitted in writing to the President.
- 11.08 Failing the resolution of a grievance at Step 2 of the grievance procedure, either party may refer the matter to arbitration. The referring party will notify the other party, in writing, within fifteen (15) working days of the Company's written decision at Step 2.
- 11.09 The Company and the Union will attempt to agree on the selection of a sole arbitrator. If the parties are not able to agree on the selection of an arbitrator within ten (10) working days from the receipt of the notice to arbitrate, either party can submit a request to the Minister of Labour for the appointment.
- 11.10 The decision of the arbitrator will be final and binding upon the Company, the Union and the employees who are affected by the decision. The arbitrator will be restricted in his award to the provisions of this Agreement. He or she will not have any jurisdiction or authority to add to, delete from, or otherwise alter or amend any provisions of this Agreement.
- 11.11 The Company and the Union will equally bear the expense and fees of the Arbitrator. Each party will be responsible for expenses associated with witnesses called by that party.

- 11.12 All time limits in the grievance and arbitration procedures may be extended by the written mutual agreement of the Company and Union. Requests for extension by either party will not be unreasonably denied.
- 11.13 Unless the parties agree otherwise in writing, the withdrawal or settlement of a grievance will not operate as a precedent or a prior practice for any subsequent situation.
- 11.14 At each step of the grievance procedure (except the verbal step), the Company will provide written responses which will include detailed reasons for the decision.

ARTICLE 12 HOURS OF WORK

- 12.01 The Company, based on its production needs, will schedule employees to be assigned to either of the work schedules as set out in (i) or (ii) below:

(i) Five Day Work Week –

The normal work week shall be thirty-nine (39) hours to be worked, comprised of four (4) shifts of eight (8) hours each, and one (1) shift of seven (7) hours, Monday to Friday, with the following start and end of shift times:

- Monday through Thursday: 7:00 a.m. – 3:30 p.m. (inclusive of a thirty (30) minute unpaid lunch break)
- Friday: 7:00 a.m. – 2:30 p.m. (inclusive of a thirty (30) minute unpaid lunch break)

OR

(ii) Seven Day Work Week –

The normal work week shall be forty (40) hours to be worked, comprised of four (4) shifts of ten

(10) hours each Monday to Thursday or thirty-six (36) hours to be worked, comprised of three (3) shifts of twelve (12) hours each Friday, Saturday and Sunday. The weekend shift (Friday to Sunday) will be paid forty (40) hours for thirty-six (36) hours worked (an employee must work the full thirty-six (36) hours in order to be paid the excess hours). The shifts shall have the following start and end of shift times:

- Monday through Thursday: 7:00 a.m. – 5:30 p.m. (inclusive of a thirty (30) minute unpaid lunch break)
- Friday through Sunday: 7:00 a.m. – 7:30 p.m. (inclusive of one (1) thirty (30) minute unpaid lunch break and one (1) twenty (20) minute paid lunch break)

The company agrees to give all shifts at least two weeks' notice of any change to their scheduled hours of work.

12.02 In the event that the Company schedules a Seven Day Work Week as set out in section 12.01(ii) above, it is agreed and understood by the parties that current bargaining unit employees at the time of ratification, shall have two (2) opportunities to opt out of the 3X12 hour shift. First, within 30 days of volunteering for the shift and then again after the completion of six (6) full months on the shift. The employee shall give the company two (2) weeks notice prior to vacating the shift after the completion of six (6) full months. In the event that an adequate number of current employees do not agree to work the weekend shift (Friday to Sunday), the Company may, in its sole discretion, decide to hire up to thirty (30) new employees to fill such vacancies. Any additional hires in excess of thirty will be by mutual consent between the Company and the Union.

- 12.03 (a) Lunch breaks for the **Five Day Work Week** will be thirty (30) minutes unpaid and one (1) ten (10) minute paid break in the morning and both shall be scheduled by the Company.
- (b) Lunch breaks for the **Seven Day Work Week** will be:
- (i) a thirty (30) minute unpaid lunch break and two (2) ten (10) minute paid breaks, one in the morning, one in the afternoon (to be scheduled by the Company) for employees on the Monday to Thursday shift,
 - (ii) one (1) thirty (30) minute unpaid lunch break, one (1) twenty (20) minute paid lunch (both to be scheduled by the Company), as well as one (1) ten (10) minute paid break for employees on the Friday to Sunday shift.
- (c) Where overtime occurs in conjunction with regularly scheduled shift, employees shall be allowed a ten (10) minute paid rest period at the normal quitting time, if two (2) hours or more of overtime work is scheduled.
- 12.04 Nothing in this agreement shall be so construed to mean a guarantee of hours of work per day or per week, or of days of work per week.
- 12.05 In respect of the Seven Day Work Week, and except as otherwise provided in this Agreement, it is understood that employees on the weekend shift portion of the Seven Day Work Week (Friday to Sunday) or those employees on the Monday to Thursday portion of the shift, shall have the same rights and entitlements, and be subject to the same terms and conditions, under this Agreement, as the Five Day Work Week shift. It is further understood that other aspects of Article 12 are subject to the terms and conditions of all relevant articles of the collective agreement.

ARTICLE 13 REPORTING FOR WORK PAY

- 13.01 Employees reporting for work as usual, unless notified on the previous day not to report, and for whom no work at his/her regular job is available, shall be offered at least four (4) hours employment in other work at the employee's current rate of wages, or, at the company's option will be paid for four (4) hours pay in lieu of work. This provision shall not apply if the failure to provide work is caused by fire, flood, power failure or other like causes beyond the control of the company.

ARTICLE 14 CALL BACK PAY

- 14.01 An employee who has left the Company property and is then called and reports to work outside his/her normal scheduled hours of work, will receive (no matter what period of time is actually worked) no less than the equivalent of four (4) hours pay at the applicable hourly rate.

ARTICLE 15 OVERTIME

- 15.01 Overtime pay will be provided at one and one half (1.5) times the employee's regular hourly rate for all hours worked in excess of forty (40) hours in a work week.
- 15.02 Notwithstanding sub-section 15.01, employees working the weekend (Friday to Sunday) shift (as part of the **Seven Day Work Week** under section 12.01(ii)), overtime will be provided at one and one half (1.5) times their regular hourly rate for all hours worked in excess of thirty-six (36) hours in a week.
- 15.03 Where a statutory holiday falls within an employee's regular work week, the Company will include statu-

tory hours as part of the total regular work hours for the week in determining any overtime entitlement.

- 15.04 In the event of urgent or emergency overtime work for which no qualified employee will volunteer, the Union agrees to cooperate with the Company in providing sufficient qualified workers to perform such work. In all cases, where overtime is worked, the Company agrees to equalize such work among the employees usually performing such work, as set out under Article 16. A list of overtime worked will be posted and maintained in the department or area respecting each overtime work group.
- 15.05 Unless specifically provided for in this Agreement, there shall be no duplication or pyramiding in computing premium pay and/or overtime pay, and the same hours shall not be used twice in computing premium pay and/or overtime pay under any provisions of this Agreement.
- 15.06 The Company and the Union agree that all hours spent, by members of the bargaining unit, negotiating a collective agreement between the parties shall be deemed hours worked for purposes of Sub-section 15.01.

ARTICLE 16 OVERTIME GUIDELINES

- 16.01 Consistent with Article 15, overtime is to be equalized among employees in each department and amongst employees within the same Job Classification who have the skill, ability and qualifications to effectively perform such overtime work. The differential in total overtime hours worked or refused in each job classification shall be kept to a maximum thirty (30) hours. However, the Union may bring any particular problem regarding inequitable distribution among employees to the attention of the Production Manager, or his designate, and

the parties will endeavor to find a satisfactory solution in an expedient and equitable manner.

- 16.02 The company will endeavor to provide employees with as much advance notice as is practical of the required overtime.
- 16.03 Overtime hours are to be cumulative commencing with the signing of the Collective Agreement, and zeroed out at the completion of each contract year of the said agreement.
- 16.04 All overtime hours are to be marked on a posted overtime list by job classification whether worked or refused (if refused, mark with an R). The hours are to be marked as a running total and updated on a weekly basis. Statutory holidays will be recorded as one and a half (1.5) times hours worked/refused to reflect the difference in overtime bonus.
- 16.05 For weekends, overtime will be offered to employees without regard to the shift worked during the previous week.
- 16.06 In the following circumstances, an employee will be given the average overtime hours worked/refused by the employees in that job classification during the absence:
- (i) an employee returns from a group insurance claim (STD);
 - (ii) an employee returns from a workers compensation claim;
 - (iii) an employee returns from an approved leave of absence;
 - (iv) an employee is transferred into a new job classification;
 - (v) an employee is transferred into a new department;
 - (vi) an union representative is on union business for three (3) days or More;

- (vii) an employee is on disciplinary suspension for any reason.

When an employee is absent as per above he/she shall be given the weekly average of overtime hours worked/refused by the crew during the time off. This is calculated by dividing the total overtime hours worked/refused in the job classification (weekly basis) by employees in that classification, divided by the total number of employees within that particular overtime list or job classification.

- 16.07 Employees on vacation will not have their overtime adjusted whatsoever.
- 16.08 New hires will be given the average of the overtime hours offered on completion of their probationary period. A probationary employee will only be offered overtime after all other employees in his/her job classification within his/her overtime scheduling group have been asked. Students performing work in that classification may only be offered overtime after the probationary employees.
- 16.09 When a particular job requires overtime work, the company shall first ask the employee/s working on the particular job. Any additional overtime shall be offered to employees working in the required classification with total hour equalization and seniority as factors when requesting volunteers.
- 16.10 Overtime is voluntary, unless the company cannot secure enough volunteers to perform the work. In this situation, the union agrees to co-operate and work with the company in providing sufficient qualified employees to perform the required work.
- 16.11 Employees from other job classifications with the required skills and qualifications should not be asked to work until all employees in the department where the overtime assignment exists have been given the oppor-

- tunity to work or refuse. Any such overtime shall be recorded on the employee's department list.
- 16.12 Due to their required job duties and responsibilities, team leaders are exempt for the overtime guidelines.
- 16.13 Forklift operator and general laborer will be asked to work overtime provided there is at least four (4) hours of their work to be performed. If there is insufficient work then employees who are already working the overtime and are qualified and have the skills and abilities will be directed to perform the task. If no qualified employees (ie: forklift operation) are working the overtime then the forklift operator or general laborer, depending on the type of work required, will be required to work.
- 16.14 Afternoon and week end shifts will have their own overtime lists.
- 16.15 If an employee is absent for two (2) days or less due to sickness or is on offsite training such as first aid or safety training missed overtime will not be adjusted.

ARTICLE 17 LAYOFF, RECALL AND BUMPING

- 17.01 The term "layoff" will be defined as a reduction in the workforce which arises from a reduction or shortage of work or from the permanent elimination of a position.
- 17.02 A "temporary layoff" will be defined as any layoff of seven (7) consecutive days or less. The Company will provide employees and the Union with as much notice as is reasonably practical of a temporary layoff.
- 17.03 Temporary layoffs will be carried out on a departmental basis. The Company will first identify the department that will be the subject of a temporary layoff. The Company will then layoff employees from the department in the following order:

- (i) Employees who volunteer to take the layoff, followed by
 - (ii) Probationary employees, followed by
 - (iii) Employees, in reverse order of seniority, starting with the most junior employee, provided that the remaining employees possess the skill and ability to effectively perform the available work.
- 17.04 At the conclusion of a temporary layoff, all employees will return to the job and shift they were assigned at the time the layoff took effect.
- 17.05 A “permanent layoff” will be defined as any layoff in excess of seven (7) consecutive days. The Company will provide affected employees and the Union at least seven (7) calendar days notice, prior to the effective date of the permanent layoff. The notice will be in writing.
- 17.06 Permanent layoffs will be carried out on a bargaining unit wide basis. In the event of a permanent layoff the Company will layoff employees from the bargaining unit in the following order:
- (i) Probationary employees will be laid off first, followed by
 - (ii) Employees, in reverse order of seniority, starting with the most junior employee, provided that the remaining employees possess the skill and ability to effectively perform the available work.
- 17.07 An employee who is displaced as the result of a permanent layoff will have the right to bump a more junior employee in the following order, subject to the more senior employee having the skill and ability to effectively perform the available work:
- (i) Same classification and on the same shift.
 - (ii) Same department and on the same shift.
 - (iii) Another department and on the same shift.
 - (iv) Steps 1 through 3 again but on another shift.

- 17.08 An employee who is displaced to a lower wage rated classification will maintain the wage rate of his or her previous classification for a period of ten (10) working days. If an employee is displaced to a higher wage rate classification, he or she will receive the higher wage rate immediately upon transfer.
- 17.09 If a position is permanently eliminated by the Company, and then within 30 calendar days it is reinstated, the position will be offered to the employee who occupied that position at the time it was eliminated, provided the employee is not on layoff. If the employee accepts, then those other employees who were subsequently bumped as a result of the job elimination will also be given the option to return to their previous position. In the event that an employee's previous position is no longer available (e.g. reduced or eliminated) the employee will remain in his or her current position, subject to the provisions of this Agreement. If the job is eliminated and returns after 30 calendar days, the job will be posted under Article 18.
- 17.10 For temporary and permanent layoffs, the Company will recall employees in the reverse order of the layoff, provided they maintain their seniority rights per Article 10, sub-section 10.01.
- 17.11 The Company will provide the Union Chairperson with a list of those employees who will be laid off. The Company will also provide a list of employees who will be recalled from layoff.
- 17.12 Employee benefits will continue until the end of the month following the month in which the employee was laid off.

ARTICLE 18 JOB VACANCIES AND TRANSFERS

- 18.01 Vacancies anticipated to last for twenty-one (21) calendar days or less shall not be deemed to be vacant for

the purposes of this Article and shall not be posted. The Company will fill temporary vacancies of twenty-one (21) calendar days or less by assigning the position at its discretion to an employee who is qualified and has the skills and ability to perform the job and who is available to perform such temporary assignment.

- 18.02 All vacancies in excess of twenty-one (21) calendar days (including any new positions), whether temporary or permanent, will be posted on the Company information board for a period of seven (7) calendar days (the “notice of vacancy period”). The posted notice of vacancy will include the following information:
- (a) Department
 - (b) Shift
 - (c) Classification
 - (d) Rate of pay
 - (e) Qualifications
 - (f) General description of job duties
- 18.03 An employee wishing to apply for a posted job will do so by filling out a job application form and returning it to his or her Production Manager. This form will be provided by the Company. A copy of the completed form will be given to the employee. The form must be completed and returned, by the employee, during the notice of vacancy period.
- 18.04 The Union Chairperson or his or her designate may apply for a job vacancy on behalf of an absent employee. This can only occur with the written consent of the absent employee.
- 18.05 If an employee applies for more than one job posting at the same time, he or she must identify the order of preference. Postings by the employee to other vacancies will be cancelled by his or her successful applicant status.
- 18.06 The Company will select the most senior applicant provided that he or she has the skill and ability to effectively

perform the required work. The Company will transfer the successful applicant to the position within ten (10) working days, or longer as may be agreed to between the parties. The Company will post a notice on the Company information board identifying the successful applicant within five (5) working days of the completion of the notice of vacancy period. The Company will provide the Union Chairperson with a list identifying the names of all employees who applied for the posted job.

- 18.07 An employee who is declared a successful applicant for a job posting will receive a ten (10) working day training and evaluation period, to determine his or her ability to effectively perform the required work of his or her new job. If during this period, the employee is not retained in the job by the Company, or if the employee voluntarily elects to give up his or her rights to the job, the employee will be returned to his or her former job. The employee will not be able to apply for the same job for six (6) months. Any other employee affected will be returned to his or her previous job on a similar basis. The original vacancy will be filled by selecting the next most senior applicant who has the skill and ability to effectively perform the required work.
- 18.08 An employee successfully transferred through the job posting procedure will not be eligible to make application for another job vacancy for a period of six (6) months from the date of transfer. This will not apply if, during the six (6) month period, the employee is displaced from the posted position as a result of a reduction in the workforce, or if the acceptance was for a temporary vacancy.

ARTICLE 19 UNION REPRESENTATION

- 19.01 The Company recognizes the right of the Union to elect or otherwise appoint the following Union Representa-

tives. The allocation and jurisdiction of these representatives will be the responsibility of CAW Local 112. These representatives must be seniority employees of the Company.

Two (2) Committee Representatives, one of which will be referred to as the Union Chairperson.

- 19.02 The Union Chairperson and the Committee Representative together will form the Union Committee. The Union Committee will also function as the grievance and negotiating committee. In addition, each member of the Union Committee will be granted leave of absences (without pay) for the purpose of preparing for negotiations as requested by the Local Union president or designate. The Local Union will provide the Company with at least seven (7) days written notice of the request for leave.
- 19.03 No employee or group of employees will undertake to represent the Union at meetings with the Company without the proper authorization of the Union. Accordingly, the Union will furnish the Company with a list of authorized Union Representatives and any amendments to the list when they occur.
- 19.04 Meetings of the Union Committee and the Company (Labour-Management meetings) will be scheduled on a monthly basis at a mutually agreeable date and time. Written notice outlining the matters for discussion will be submitted by each party at least three (3) working days prior to the date of the scheduled meeting. Each party will be responsible for the taking of minutes. The minutes will be reviewed by the parties and any discrepancies will be corrected.
- 19.05 The Company will provide responses to any matters raised by the Union Committee, within ten (10) working days of the Labour-Management meeting. The time

to provide a response may be extended by the mutual written agreement of the Company and the Union.

- 19.06 Union Representatives have regular duties to perform for the Company. However, Union Representatives will be permitted to leave their regular duties, with prior approval of the Production Manager, during working hours in order to investigate and resolve grievances and in the administration of the Collective Agreement. A Union Representative who conducts Union business during working hours will not suffer a loss of pay or benefits. A Union Representative employed by the Company must obtain the permission of his or her Production Manager prior to leaving his or her regular duties. This permission will not be unreasonably withheld; however, the Union Representatives will not attempt to disrupt production or adversely affect productivity. If the Company has legitimate concerns that Union Representatives are abusing the rights granted to them under this Article, the President may discuss this issue with the President of Local 112 or his designate.
- 19.07 Union Representatives will not suffer a loss of pay for attendance at any Labour-Management meeting with the Company during regular working hours. If a Union Representative is required to attend a meeting with the Company outside of his or her regular working hours he or she will receive his or her regular hourly rate of pay for all time spent in the meeting. When requested by the Union Committee, the Local Union president or designate, and a National Union Representative may be in attendance at any meeting with the Company.
- 19.08 Upon advanced notification, the Company will grant the Local Union President, National Union Representative or any other authorized representative of the Union, access to the premises, provided these representatives will not interfere with the operations of the Company.

- 19.09 The Company will provide the Union with a shared in plant office. The office will be equipped with a desk, chairs, one locking filing cabinet and telephone. In the event the Company moves to a new facility, the Company will provide a private office for the Union.
- 19.10 In the event of layoff, members of the Union Committee will be the last to be laid off provided that they possess the skill/ability and are willing to perform the available work.

ARTICLE 20
ADMINISTRATION OF DISCIPLINE

- 20.01 No employee will be disciplined, suspended or discharged without just cause.
- 20.02 When the Company is considering disciplinary action against an employee, the following procedures must be followed;
- (a) The Company maintains the right to discipline for cause;.
 - (b) The Company will provide the employee with the opportunity to have his or her Union Representative present at any disciplinary hearing or investigation meeting. The Company will establish the date and time for the meeting. At the meeting, the Company will inform the employee and the Union of the allegation being made against the employee.
 - (c) An employee must be accompanied by a Union Representative when called to a meeting where discipline may be the outcome or when interviewed in the course of any disciplinary investigation or proceeding. The meeting will not begin until a Union Representative is present. The Company will provide the employee with a rea-

- sonable period of time to talk to his or her Union Representative before the meeting.
- (d) Any notice of discipline, suspension or discharge issued by the Company will be confirmed in writing. It will include reasons for the Company's decision. A copy of the notice will also be given to the Union Representative.
 - (e) The Company will issue the notice of discipline within five (5) days from the date such discipline was assessed to the employee.
- 20.03 The Company reserves the right to remove any employee from the premise for any disciplinary reason immediately. The Company will schedule the disciplinary meeting within one (1) working day of the employee being sent home.
- 20.04 Letters of reprimand, adverse reports or written disciplinary notices, will remain against the record of an employee for a period of twelve (12) months, after which time it will be removed. When this has occurred the disciplinary record will not be used against the employee in any manner. Letters of reprimand, adverse reports or written disciplinary notices will be maintained in the employment file of each employee.
- 20.05 The Company will give employee's access to their personnel/employment files upon request. The employee will provide at least twenty-four (24) hours notice to the Production Manager. With the written consent of the employee, a Union Representative may be present to examine the files.
- 20.06 Failure by the Union to grieve a disciplinary action or to pursue a grievance to arbitration is not an admission that the discipline was justified.
- 20.07 The parties may extend the timelines in this Article by written mutual agreement.

- 20.08 The timelines and provisions as set out in this Article are mandatory. Failure by the Company to comply with any of these provisions without the mutual agreement of the Union will render the discipline void from the beginning.

ARTICLE 21 LEAVES OF ABSENCE

21.01 **Personal Leave:**

Upon written request by an employee, the Company may grant a leave of absence without pay of up to thirty (30) calendar days. The request for leave will be submitted on forms provided by the Company. Whenever possible, the employee will provide at least two (2) weeks' advance notice. The Company will respond within five (5) working days of receiving the request. The response will be in writing. If the request for leave is denied, the written response will include the reasons for the denial. A personal leave of absence may be extended for additional periods beyond thirty (30) calendar days when approved by the Company. Requests for personal leave will not be unreasonably denied.

21.02 **Union Leave:**

Upon written request from the President of Local 112 or the Union Chairperson, employees attending general business of the Union (i.e. executive meetings, conventions, educational seminars, and conferences), will be granted a leave of absence without pay. As much advance notice as reasonably possible will be given to the Company prior to the effective date of the requested leave of absence. The number of employees requesting leave at any one time under this section will not exceed two (2). If for valid reasons the Company is unable to grant the request, the Company will promptly notify the Union Chairperson.

21.03 Any employee of the Company elected or appointed to a full-time position in, or temporarily assigned to the Local or National Union, may be granted a leave of absence without pay by the Company, for a period of up to thirty-six (36) months. During this leave of absence, the employee will be required to reimburse the Company for the full cost of his Group Benefit premiums, on a monthly basis, and he will continue to accrue seniority.

21.04 **Jury Duty Leave:**

Where an employee is required to serve as a juror or as a Crown witness and provides proof of that obligation to the Company, the Company will grant the employee paid court leave to serve as a juror or as a Crown witness. An employee who is granted court leave will be paid his regularly scheduled hours of work during the period of the leave, at the employee's regular hourly rate, minus any amount received by the employee for acting as a juror or as a Crown witness. In order to be eligible for such payments, the employee must furnish a written statement from the proper public official or government agency, showing the date and time served and the amount of money received

21.05 **Bereavement and Compassionate Leave:**

Each hourly employee is entitled up to three (3) days of paid leave on the death of a member of the employee's immediate family. This includes the employee's spouse, child, parent, mother-in-law, father-in-law, sibling or grandparent. Spouse includes any person living with the employee as the employee's partner. The paid leave of absence must commence within the seven (7) calendar day period immediately following the date of death.

The company may require the employee to provide proof of death of the family member.

- 21.06 An employee will continue to accrue seniority and will remain enrolled in the Company benefit plan for the duration of any approved leave of absence, except as provided in sub-section 22.03.

**ARTICLE 22
PLANT HOLIDAYS**

- 22.01 All employees covered by this Agreement shall be paid their regular wages at straight time, less legal and statutory deductions, for the following Plant Holidays:

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

- 22.02 An employee is eligible for this payment provided the following conditions are met:

- (a) the employee works his full scheduled shift immediately before and immediately after the holiday, or
- (b) the employee does not work his full scheduled shift immediately before and/or immediately after the holiday but shows satisfactory proof of personal illness and/or a satisfactory reason for the part or full shift of absence. Absence on either of these days, without a satisfactory reason, will disqualify the employee from receiving plant holiday pay. It is understood that if an employee commences a Leave of Absence or vacation during the week prior to or the week after a plant holiday, the qualifying days referred to above will be his first regularly scheduled work day prior to and his first regularly scheduled work day after the absence or vacation.

- (c) An employee who is absent before, after, or on either side of a plant holiday while on scheduled vacation will be paid for such plant holiday.
- 22.03 Such employees as may be required to work on any of the holidays enumerated above shall be paid at one and one half times (1.5X) their regular straight time rate of pay in addition to the compensation provided in Clause 22.01 above.
- 22.04 Each of the above holidays shall be observed on the day in which it falls. In the event that a Statutory Holiday falls on a Saturday or Sunday, the Company reserves the right to observe the holiday on either the proceeding Friday or the succeeding Monday; unless otherwise declared by the Government of Canada or the Province of Ontario.

ARTICLE 23 VACATION

- 23.01 All full-time and part-time employees are eligible for vacation time and pay in accordance with the provisions below. Choice of vacation periods will be based on seniority provided it does not conflict with the Company's need to maintain an efficient work force.
- 23.02 The vacation year shall be January 1 to December 31. An employee shall accrue vacation pay as a percentage of regular hour earnings and overtime hour earnings. Vacation accrual on regular hour earnings will be based on completed years of service with the Company since their most recent date of hire at the rate set out in the following table. Vacation accrual on overtime hour earnings will be paid at 4% rate as required by the Employment Standards Act of Ontario.

<i>Completed Years of Service</i>	<i>Percentage of Regular Hour Earnings</i>
Less than 5	4%
5 or more, less than 11	6%
11 or more, less than 20	8%
20 or more	10%

- 23.03 Employees shall be entitled to take time off during the 12-month period January 1 to December 31 based on completed years of service with the Company since the employee's most recent date of hire as on January 1 of each year, in accordance with the following table.

<i>Completed Years of Service as of January 1</i>	<i>Weeks of Vacation</i>
Less than 1 year	.833 days per full month worked
1 or more, less than 5	2 weeks
5 or more, less than 11	3 weeks
11 or more, less than 20	4 weeks
20 or more	5 weeks

- 23.04 Each year, at the second pay period in January the Company shall pay to each employee the vacation pay that has accrued up to the last pay period in December, unless otherwise agreed between the Union and the Company. Vacation pay accrued to date will be issued in conjunction with the vacation time taken off. It is paid on the cheque following the vacation.
- 23.05 If a paid holiday falls or is observed during an employee's vacation period, he/she shall be allowed an additional vacation day with pay at a time mutually agreeable to the employee and the Company.
- 23.06 In order to allow everyone an opportunity to take vacation time in the summer, and still meet the Company's business needs, employees may not take more than 2

weeks of vacation time during the period of June 1st to September 1st

- 23.07 All vacation requests must be submitted in advance to the Production Manager for approval. If the Production Manager agrees with the request, he or she will submit it to the Human Resources Department for processing.
- 23.08 An employee who is terminated or resigns from their employment with the Company will receive the balance of their vacation accrual on record.

ARTICLE 24 PAY DAY

- 24.01 The workweek, for payroll purposes, will consist of seven consecutive days beginning at 12:00am on Sunday and ending at 11:59pm on Saturday.
- 24.02 The Company will pay all employees through bi-weekly direct deposit. The deposit will be made on every second Friday (every other Friday of every other week).
- 24.03 If an employee is shorted an amount exceeding \$50.00 on his or her pay, the employee will be paid by separate cheque within two working days. Amounts of \$50.00 or less will be corrected in the next pay period.

ARTICLE 25 WAGES RATES

- 25.01 Base hourly wage rates and yearly wage progression is attached hereto as Schedule A, which is hereby made a part of this Agreement

ARTICLE 26 NEW JOB

- 26.01 When a new job is created, the Company will establish a temporary wage rate and classification for the job. The Company and the Union Committee will

meet within five (5) working days of the introduction of the new job. The purpose of the meeting is to reach an agreement on the permanent wage rate and classification that will be assigned to the new job. If the Union Committee and the Company fail to agree on the permanent rate or classification for the new job, a policy grievance may be filed within five (5) working days of the meeting. An arbitrator will have the authority to determine the permanent wage rate and classification for the new job.

- 26.02 New job vacancies will be filled by the job posting procedures.

**ARTICLE 27
PRINTING OF THE
COLLECTIVE AGREEMENT**

- 27.01 The Company and the Union will share the cost equally of printing the Collective Agreement. Each employee will receive one copy of the Agreement plus there will be an additional 15 copies each for the Union and the Company. The printing will be completed within 60 calendar days of ratification. The Agreements will be printed by a unionized print shop, provided the unionized print shop is cost competitive.

**ARTICLE 28
UNION BULLETIN BOARDS**

- 28.01 The Union will have the use of one enclosed and locking bulletin boards in each facility for posting Union notices and information. The Company will provide the bulletin boards. The locations of the boards will be determined by the Union and the boards will be made available within thirty (30) days of the ratification of this Agreement. The Union will provide a copy of any notice to the President prior to its posting.

ARTICLE 29
HEALTH & WELFARE

- 29.01 The Company agrees to pay 100% of the cost of the Group Insurance Plan. Reference (Equitable Life Policy #811344 Class C) The Company agrees to provide all eligible employees who have been continuously employed for 6 months or more with participation in the Group Benefits Plan.
- 29.02 The terms and conditions of all insurance and/or benefit plans referred to herein do not form a part of this Collective Agreement, are not incorporated into this Collective Agreement, and cannot constitute a difference between the parties for the purposes of the grievance and arbitration provisions of this Collective Agreement. Any complaint by an employee regarding eligibility for, or as to the administration of, insurance and/or benefit plans must be taken up directly with the carrier of the plan. The Company's only obligation with respect to benefits will be to pay the Employer's share of the premium cost only of group life insurance, accidental death and dismemberment insurance, extended health insurance, and dental insurance. Coverage shall be for all eligible employees on the active payroll of the Company and who have been continuously employed for 6 months or more and who have met the eligibility requirements for the relevant policies or plans. Eligibility for and entitlement to coverage is governed by and subject to the terms and conditions of the insurance policy or policies.
- 29.03 All permanent full-time employees who have been continuously employed for 6 months will be eligible to participate in the Group Benefit Plans. Participation in the benefit program, as set out in sub-section 29.05 is mandatory for all employees who qualify.
- 29.04 In the event that the Company changes insurance carriers during the life of this agreement, the Company

will ensure that employees will not suffer any loss of benefit coverage currently enjoyed under the current carrier, and that employees will enjoy equal to or better coverage and benefits with the new plan and carrier. Reference (Equitable Life Policy #811344 Class C)

29.05 The employer agrees to provide the following group insurance benefits

Benefit	Coverage	Coverage Details	Premiums
Life Insurance	\$10,000		100% employer paid
AD & D	\$10,000		100% employer paid
Optional Employee/ Spouse Life Insurance		\$10,000 increments up to \$250,000	100% employee paid
Dental	80% preventative services 50% restorative services	– Deductible \$25 single, \$50 family, per calendar year – \$1000 annual dental max. for basic services – \$1000 annual dental max. for restorative services	100% employer paid
Extended Health	– 80% coverage – 100% out-of-province emergency & travel assistance	– Prescription drugs with pay direct drug card. – supplementary health care benefits – available to all insured dependents	100% employer paid

Year 2	Implementation of a Vision Care Plan for the employee, spouse and dependents 100% employer paid, prescription glasses, maximum \$200 every two years
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Year 3	Implementation of a Short Term Disability Plan, 1-1-6, 26 weeks, 66.67% of weekly earnings to \$1,300 maximum. Benefits would be payable from the first day of accident, first Day Hospitalization and the 6th day of sickness for a maximum of 26 weeks. 100% employer paid.
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ARTICLE 30
HEALTH AND SAFETY

- 30.01 The Company will institute and maintain all precautions to provide employees with a safe and healthy workplace. Employees will be informed of known or foreseeable hazards in the workplace and will be provided with the information, instruction, training and supervision necessary to protect their health and safety. The Company will comply with the Occupational Health and Safety Act, as updated from time to time, and its regulations and codes of practice in effect as minimum standards.
- 30.02 The Company and the Union will co-operate in the prevention of accidents and in the promotion of health and safety.
- 30.03 **JOINT HEALTH AND SAFETY COMMITTEE:**
A Joint Health & Safety Committee (JHSC) will be established and will consist of four (4) members. Two members of the Committee who represent workers will be selected by the Union. Two members of the Committee who exercise managerial functions will be selected by the Company. In the event that a JHSC member is absent, an alternate will be recognized as appointed by the Union or the Company as applicable. The JHSC will meet every two (2) months during regular dayshift working hours. If circumstances make additional meetings necessary, they will be scheduled in a manner that is agreed to by the JHSC.
- 30.04 The JHSC will be co-chaired. One co-chairperson will be selected by the Union from the Union JHSC members. The Company will select the other co-chairperson from its representative members. The Union co-chairperson and at least one other Union member of the JHSC will be trained and certified by an accredited

training center. The Company will pay the full cost of the training. JHSC members will be compensated at their regular hourly rate for each hour spent in training.

- 30.05 The names and work location of the JHSC members will be posted and remain posted on the Company information boards. JHSC meeting dates and meeting agendas will also be posted.
- 30.06 The minutes from the JHSC meetings will be recorded and signed by the co-chairpersons, and distributed to the Committee members. In addition the minutes will be posted on the Company information boards.
- 30.07 The JHSC functions include, but are not limited to the following:
 - (a) Discuss and attempt to resolve health and safety complaints and concerns;
 - (b) Identify situations that may be a source of danger or hazard to employees;
 - (c) Make recommendations to the Company and employees for the improvement of the health and safety of employees;
 - (d) Make recommendations for, and participate in the development, implementation, monitoring or amending of programs, measures and procedures respecting health and safety;
 - (e) Ensure that adequate records are kept on workplace accidents, injuries and health hazards;
 - (f) Cooperate with provincial health and safety inspectors as required;
 - (g) Inspect each month all or part of the workplace, so that every part of the workplace is inspected at least once a year.
 - (h) Obtain information from the Company respecting;

- (i) The identification of potential or existing hazards of materials, processes or equipment, and
 - (ii) Health and safety experience and work practices and standards in similar industries of which the Company has knowledge;
- (i) Obtain information from the Company concerning the conducting or taking of tests of any equipment, machine, device, article, thing, material or biological, chemical or physical agent in or about the workplace for the purpose of occupational health and safety;
 - (j) Be consulted about, and have a designated member representing workers be present at the beginning of, testing referred to in section (i) conducted in or about the workplace if the designated member believes his or her presence is required to ensure that valid testing procedures are used to ensure that the test results are valid.

30.08 The Union Representatives of the JHSC will be entitled to:

- (i) One hour, or longer period of time as the JHSC determines is necessary, to prepare for each JHSC meeting.
- (ii) Time as is necessary to attend JHSC meetings.
- (iii) Time as is necessary to carry out their duties related to workplace inspections, accident/incident investigations and other duties as may be required by OHSa or this Agreement.

Such times spent will not be unduly abused by any members of the JHSC.

30.09 A member of the JHSC will be deemed to be at work during the times described above and will be entitled to be paid his regular wages or overtime rates as applicable.

30.10 **The Right to Refuse Unsafe Work**

- (i) The Company will ensure that all employees are informed that they have the right to refuse hazardous work which may harm them or any person.
- (ii) When an employee exercises his or her right to refuse, he or she will notify the Production Manager. The Production Manager will promptly notify the JHSC Union co-chair or designate who will participate in the investigation. The employee, who has refused, will be part of the investigation, but may be reassigned to other work within his classification pending the investigation.
- (iii) No other employee will be asked or permitted, by the Company, to perform the work of the employee who refused, unless the employee is informed of the reasons for the work refusal. This must be done in the presence of the Union co-chair or his designate.
- (iv) If the Production Manager or the Union co-chair cannot agree on a remedy to the work refusal, the Ministry of Labour will be called in.
- (v) No employee will be discharged, penalized, coerced, intimidated or disciplined for refusing hazardous work or for acting in compliance with the OHSA or its regulations.

30.11 **Lockout and Machine Guarding:**

The Company will ensure that all equipment is locked out and guarded. The Company will develop a lockout and test procedure and machinery guarding program which will be approved by the JHSC. All employees who may be at risk will receive training specific to their job. No employee will be required or allowed to work on any job or operate any piece of equipment until he or she has received proper training and instruction.

30.12 **First Aid Training:**

Voluntary first aid training, to ensure an adequate number of qualified employees are on hand, will be offered every two (2) years to employees on all shifts. The Company will pay the cost of the training. The number of employees who will receive the training will be based on the recommendation from the JHSC.

30.13 **Protective Clothing and Equipment:**

To ensure that a job is performed safely and properly, the Company will supply all employees with the necessary specialized equipment and protective safety clothing and devices at no cost to the employee. This equipment will be maintained and replaced, where necessary, at the Company's expense. An employee is expected to immediately report all equipment defects to his or her supervisor. It is agreed that employees are required to provide personal tools as a condition of their employment.

30.14 **Injury at Work:**

An employee who is injured at work and is unable to continue at his or her job or, who is sent home by the Company because of a work related injury will be paid his or her regular wages for the balance of the shift on which the injury occurred. If an employee is injured at work and requires medical treatment, the Company will pay the cost to transport the employee to a hospital or clinic.

30.15 **Accident Investigation:**

Every workplace accident that results in an injury and any near miss that had the potential to cause serious injury will be investigated. The JHSC Union co-chairperson or designate will participate in the investigation.

30.16 **Accommodation:**

If an employee becomes physically disabled as the result of a workplace injury or illness and is unable to

continue on his or her regular job, the Company will make every effort to place the employee in a position of suitable alternate work. The search for suitable work will be conducted in the following order; first within the classification and shift that the employee held at the time of injury, then within other classifications and on the same shift, and then on alternate shifts.

30.17 In an effort to accommodate a disabled employee, when suitable work is not found using the above procedure, exceptions to the seniority provisions of the Collective Agreement may be made by the written mutual agreement of the Company and the Union pursuant to the Workers Compensation Act.

30.18 **Access to the Workplace:**

Upon advance notice, and with the approval of the Company, Union health and safety staff or Union consultants will be provided access to the workplace to attend meetings of the JHSC, Union Committee or for inspecting, investigating or monitoring the workplace.

**ARTICLE 31
GENERAL**

31.01 The Company will allow employees to observe one minute of silence at 11:00am on April 28th of each year in observance of the National Day of Mourning in recognition workers killed or injured on the job.

**ARTICLE 32
TERM OF AGREEMENT**

32.01 This Agreement will be effective from the 1ST day of October, 2012 up to and including the 30th day of September, 2015. Either party will be entitled to give notice in writing to the other party, as provided in the Labour Relations Act, of its desire to bargain the renewal of the

expiring Collective Agreement at any time within a period of 90 days before the expiry date of the Agreement. Following the notice to bargain the parties will meet within 15 days of the notice or within a further period as the parties mutually agree upon.

- 32.02 During the course of bargaining, it will be open to the parties to agree in writing to extend this Agreement beyond the expiry date of the 30th day of September, 2015, for any stated period acceptable to the parties and in accordance with the Labour Relations Act.
- 32.03 If negotiations for the renewal of this Agreement should extend beyond the expiry date, the negotiated wages of the Agreement will be retroactive to the termination date of the previous Agreement, regardless of the date the Agreement is executed, unless expressly provided otherwise in a memorandum of settlement between the parties.

SCHEDULE A
EFFECTIVE OCTOBER 1, 2012

Job Title/Designation	Start	6 month seniority	1 year seniority	2 year seniority	3 year seniority
Fitter/Welder 1 TSSA	\$20.00	\$20.00	\$21.00	\$22.00	\$23.21
Fitter/Welder 2	\$18.50	\$19.00	\$19.50	\$20.00	\$20.78
Welder 1 TSSA	\$18.50	\$18.50	\$19.50	\$20.00	\$21.38
Welder 2	\$16.50	\$17.00	\$18.00	\$19.00	\$20.00
Mechanic 1	\$18.00	\$18.00	\$19.00	\$20.00	\$20.78
Mechanic 2	\$17.50	\$18.00	\$18.50	\$19.00	\$19.58
Painter 1	\$19.50	\$19.50	\$20.00	\$21.00	\$21.42
Painter 2	\$17.50	\$18.00	\$18.50	\$19.00	\$19.48
SandBlaster	\$16.00	\$16.50	\$16.50		
Tank Helper/Hydrostatic test	\$15.50	\$16.00	\$16.50		
Maintenance Mechanic	\$19.00	\$19.50	\$20.50	\$22.00	\$23.21
Forklift Operator	\$15.50	\$16.00	\$16.48		
General Laborer	\$15.00	\$15.50	\$15.88		
Senior Stores attendant/Expeditor	\$16.50	\$17.00	\$18.00	\$19.00	\$20.16
Stockroom Attendant / Shipper Receiver	\$15.50	\$16.00	\$16.78		
Team Leader Premium	\$ 3.00				

EFFECTIVE OCTOBER 1, 2013

Job Title/Designation	Start	6 month seniority	1 year seniority	2 year seniority	3 year seniority
Fitter/Welder 1 TSSA	\$20.75	\$20.75	\$21.78	\$22.80	\$24.04
Fitter/Welder 2	\$18.96	\$19.48	\$19.99	\$20.50	\$21.30
Welder 1 TSSA	\$19.21	\$19.21	\$20.24	\$20.75	\$22.16
Welder 2	\$16.91	\$17.43	\$18.45	\$19.48	\$20.50
Mechanic 1	\$18.70	\$18.70	\$19.73	\$20.75	\$21.55
Mechanic 2	\$18.19	\$18.70	\$19.21	\$19.73	\$20.32
Painter 1	\$19.99	\$19.99	\$20.50	\$21.53	\$21.96
Painter 2	\$17.94	\$18.45	\$18.96	\$19.48	\$19.97
SandBlaster	\$16.40	\$16.91	\$16.91		
Tank Helper/Hydrostatic test	\$15.89	\$16.40	\$16.91		
Maintenance Mechanic	\$19.48	\$19.99	\$21.01	\$22.55	\$23.79
Forklift Operator	\$15.89	\$16.40	\$16.89		
General Laborer	\$15.38	\$15.89	\$16.28		
Senior Stores attendant/Expeditor	\$16.91	\$17.43	\$18.45	\$19.48	\$20.66
Stockroom Attendant / Shipper Receiver	\$15.89	\$16.40	\$17.20		
Team Leader Premium	\$ 3.00				

EFFECTIVE OCTOBER 1, 2014

Job Title/Designation	Start	6 month seniority	1 year seniority	2 year seniority	3 year seniority
Fitter/Welder 1 TSSA	\$21.42	\$21.42	\$22.46	\$23.51	\$24.77
Fitter/Welder 2	\$19.34	\$19.86	\$20.39	\$20.91	\$21.73
Welder 1 TSSA	\$19.85	\$19.85	\$20.89	\$21.42	\$22.86
Welder 2	\$17.25	\$17.77	\$18.82	\$19.86	\$20.91
Mechanic 1	\$19.32	\$19.32	\$20.37	\$21.42	\$22.23
Mechanic 2	\$18.80	\$19.32	\$19.85	\$20.37	\$20.98
Painter 1	\$20.39	\$20.39	\$20.91	\$21.96	\$22.39
Painter 2	\$18.30	\$18.82	\$19.34	\$19.86	\$20.37
SandBlaster	\$16.73	\$17.25	\$17.25		
Tank Helper/Hydrostatic test	\$16.21	\$16.73	\$17.25		
Maintenance Mechanic	\$19.86	\$20.39	\$21.43	\$23.00	\$24.27
Forklift Operator	\$16.21	\$16.73	\$17.23		
General Laborer	\$15.68	\$16.21	\$16.60		
Senior Stores attendant/Expeditor	\$17.25	\$17.77	\$18.82	\$19.86	\$21.08
Stockroom Attendant / Shipper Receiver	\$16.28	\$16.81	\$17.54		
Team Leader Premium	\$ 3.00				



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