

COLLECTIVE AGREEMENT

BETWEEN

FITZ-WRIGHT COMPANY LTD.

AND

**UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY, ALLIED
INDUSTRIAL, AND SERVICE WORKERS INTERNATIONAL UNION
(UNITED STEELWORKERS)
(ON BEHALF OF LOCAL UNION 2009)**

January 1, 2010 - December 31, 2012

**Errors and Omissions Excepted
vbh/cope-343**

COLLECTIVE AGREEMENT

BY AND BETWEEN: **FITZ-WRIGHT COMPANY LTD.**

(hereinafter referred to as the "Company")

AND: **UNITED STEELWORKERS
(ON BEHALF OF LOCAL UNION 2009)**

(hereinafter referred to as the "Union")

The purpose of this Agreement is to set forth and establish the terms and conditions of employment for those employees who come within the scope of this Agreement, in order to:

- a) achieve and maintain good working conditions;
- b) to secure and maintain industrial peace and furthering harmonious relations between the Company, the Union, and the employees;
- c) to facilitate the peaceful adjustment of all disputes and grievances in accordance with Articles 11, 12, & 13 of this Agreement;
- d) to prevent strikes, lockouts, slowdowns, or other interferences with work, unnecessary expense, and unavoidable delays in carrying out the most efficient and effective operation of the Company's business; all within the context of a competitive market economy.

ARTICLE 1 - BARGAINING AGENT AND RECOGNITION

- 1.01 The Company recognizes the Union as the sole and exclusive bargaining agent for the employees in the bargaining unit, described in the Certification issued by the Labour Relations Board, for the purpose of collective bargaining with respect to rates of pay, hours of employment and other conditions of employment, subject to any exclusions subsequently ordered by the Labour Relations Board or recognized by the parties.
- 1.02 Employees (including supervisors) who are not in the bargaining unit, shall not perform work normally performed by employees in the bargaining unit while any member of the bargaining unit is laid off in that position or is trained in that position, or when a trained backup is at work. Notwithstanding this prohibition, supervisors may, at any time, perform such work for the purpose of instruction, experimentation, or in cases of emergency.

ARTICLE 2 - DEFINITION OF EMPLOYEE

- 2.01 The term "Employee" as used in and for the purpose of this Agreement shall mean those Employees of the Company at and from the Company's premises for which the Union is certified, subject to any exclusion subsequently ordered by the Labour Relations Board or recognized by the Parties.

ARTICLE 3 - MANAGEMENT RIGHTS

- 3.01 Except as and to the extent specifically modified by this Agreement all rights and prerogatives of management are retained by the Company and remain exclusively within the rights of the Company and its management. Without limiting the generality of the foregoing, the Company's rights shall include the rights to:
 - a) maintain order, discipline and efficiency;

- b) hire, discharge, lay off and recall, suspend, classify, direct, transfer, promote, demote or otherwise discipline employees subject to the right of an employee to lodge a grievance in the manner and to the extent hereinafter provided; and
 - c) generally to manage the enterprise in which the Company is engaged; without restricting the generality of the foregoing to plan, direct and control operations to direct the work forces, to determine the number of personnel required from time to time, to determine the number and location of facilities, to determine the quality of service and processes, methods and procedures to be employed, schedules of work and production, standards of performance, to select, procure and control supplies, material, and products, to determine the extensions, limitations, curtailment or cessation of operation and all other rights and responsibilities of management not specifically modified in this Agreement.
- 3.02 It is understood and agreed that these rights shall not be exercised in a manner inconsistent with the terms of this Agreement, and it is understood that a claim that the Company has so exercised these rights shall be a proper subject matter for a grievance.
- 3.03 It is agreed that the Company may, at its discretion, issue and enforce from time to time, reasonable rules and regulations which shall be binding upon the employees to ensure the continuing successful or efficient operation of its business.
- 3.04 All rules shall be in writing and shall be posted on the bulletin boards herein provided for and made available on request to any employee desiring a copy of such rules. A copy of any rules or regulations shall be sent to the Union before being implemented.

ARTICLE 4 - UNION SECURITY

4.01 Membership

The Company agrees that all employees covered under this Agreement, and all new employees hired subsequent to the effective date of this Agreement shall, as a condition of their hiring or continued employment:

- a) authorize the Company in writing to deduct union dues from their pay. The Union will provide a *Check-off Authorization* to the Company for this purpose, the "copy" portion of which is to be mailed by the Company to the servicing staff office of the United Steelworkers at #202 – 9292 – 200th Street, Langley, B.C. V1M 3A6
- b) become members of the Union within thirty (30) days from their effective date of hire, and remain members of the Union in good standing.
- c) complete and sign a Union Death Benefit card provided by the Union to the Company for such purpose, which will be mailed to the servicing staff office with the Union portion of the Check-off Authorization as per Article 4.01 (a).

4.02 Check-Off: Process and Procedures

- a) The Company shall deduct from the pay of each member of the bargaining unit, an amount equivalent to the monthly dues, fees and assessments prescribed by the International Constitution of the United Steelworkers.
- b) The Union will give reasonable notice to the Company of any changes in Union dues, fees or other amounts which the Company is required to deduct. All changes will coincide with the beginning of the Company's next pay period.

- c) No later than ten (10) days following the last dues deduction of the month, the dues so deducted shall be made payable and remitted to:

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

- d) The monthly remittance shall be accompanied by a completed USWA R115 Form (a summary of the dues calculations made for the month, each month), as well as a statement showing the names of each employee from whose pay deductions have been made and the total deducted for the month. Such statements shall also list the names of the employees from whom no deductions have been made and the reason why, ie W.C.B., W.I., laid off, etc.
- e) A duplicate R115 Form and employee deduction statement as in (d) above shall be forwarded by facsimile to:

- (i) United Steelworkers, Local 2009
Attn: Financial Secretary @ (604)518-1851

- f) The Company agrees to print the amount of total deductions paid by each employee for the previous calendar year on their annual statement of Remuneration (T4 slip).
- g) The Union agrees to indemnify and save the Company harmless against all claims or other forms of liability that may arise out of, or by reason of deductions made or payments in accordance with this Article.

4.03 a) The Union agrees that no Union members will conduct Union activities on the premises of the Company except as specifically permitted by this Agreement or with the written permission of the Company.

- b) There shall be no strike or lockout as defined by relevant legislation so long as this Agreement continues to operate.

ARTICLE 5 - HOURS OF WORK AND OVERTIME

5.01 It is hereby expressly understood and agreed that the provisions of this Article are for the purposes of computing overtime and shall not be construed to be a guarantee of or limitation upon the hours of work to be done per day or per week or otherwise, nor as a guarantee of working schedules.

5.02 a) The normal work week for all employees shall consist of forty (40) hours worked, exclusive of lunch periods of thirty (30) minutes, comprised of eight (8) hours of work per day and five (5) days per week, Monday to Friday commencing not earlier than 6:00 a.m. and ending no later than 5:30 p.m., unless mutually agreed between the Company and the Union.

- b) The Company expressly intends to maintain work hours of 7:00 a.m. to 3:30 p.m. for the majority of employees at all times. Employees may be requested to work a shift commencing earlier or later than 7:00 a.m., but in no event ending later than 5:30 p.m.

- c) The Company will endeavour to maximize production hours during Seasonal Transition Periods. Management recognizes its responsibility to provide ample notice of

circumstances that affect the production floor and assures all employees of its ongoing efforts towards maintaining stability in both production throughput and employment.

- 5.03 There shall be two 10 minute rest periods per day and two 5 minute travel periods in conjunction therewith, at times designated by the Company, paid for by the Company, and which are included in the periods set out in Article 5.02.
- 5.04 It is agreed that overtime is to be voluntary. All overtime worked, however, must be approved by the employee's supervisor.
- 5.05 The Company agrees that it will distribute overtime as equitably as possible among those employees within a specific job classification who normally perform the work to be done, provided that:

- a) they have indicated voluntarily that they wish to work the overtime; and
- b) that they currently possess the skills and ability to efficiently perform the particular job. In the event that insufficient numbers of employees in a particular classification are available or willing to perform the overtime work, the employer may offer the overtime to people from other areas on a seniority basis and in accordance with a) and b).

The Company shall maintain a logbook of all overtime hours worked and such logbook shall be open for inspection for employees in their department. A refusal to work overtime shall have the offered time recorded as time offered.

Should a grievance be allowed pertaining to a breach of this Article by the Company, the Arbitrator will be restricted in any remedy he might award to the granting of further overtime opportunities to the aggrieved employee to rectify the breach.

- 5.06 Overtime at the rate of one and one-half (1 1/2) times the employee's straight-time hourly rate of pay exclusive of premiums shall be paid if an employee either works more than eight (8) hours in one (1) day or more than forty (40) hours in one week.
- 5.07 Overtime at the rate of two (2) times the employee's straight-time hourly rate of pay exclusive of premiums shall be paid for hours worked in excess of eleven (11) hours of work per day or in excess of forty-eight (48) hours per week, or hours worked on Sunday.

5.08 **REPORTING PAY**

- a) Subject to the exceptions set forth in this Article and in Article 5.09, when an employee is requested to report to work, or reports to work on his regular shift, he will be guaranteed four (4) hours work at the employee's regular job or pay equal thereto, provided that, if there is insufficient work available in the opinion of management, the employee will perform such other work as may be assigned to the employee to qualify for such four (4) hours pay. This provision will apply only once each day and it will only apply to an employee's regular shift.
- b) The above minimum reporting pay does not apply in case of shutdowns necessitated by emergencies or if the employee:
 - (i) voluntarily quits;
 - (ii) has been notified by the Company not to report for work; in such event or circumstance, the employee will then only be paid for the actual time he worked;
 - (iii) does not work a full shift at his own request.

- (c) When an employee has not been working because of illness, leave of absence, or any other causes, it shall be his responsibility to arrange with the Company for his return to work prior to his intended date of return, and if the employee fails to do so he shall not be entitled to reporting pay as herein provided.
- (d) It is the employee's duty to keep the Company informed of his correct address, telephone number and social insurance number, and the Company will not be liable for any payment hereunder unless arrangements have been so made.

5.09 **CALL TIME**

An employee who has left the premises after the completion of his regular shift and is called back to work shall receive a minimum of either four (4) hours pay calculated at a straight time hourly rate or the equivalent overtime calculated at the appropriate rate, whichever is greater. It is understood that this provision shall not apply in the case of an employee who is required to work within the period prior to the commencement of his regular shift, but he shall be appropriately compensated.

- 5.10 In the event of a major work shortage or a major reduction or discontinuance of operations, the Company will meet with the Union for the purpose of considering shortening the working hours and/or working week as an alternative to laying off employees.

ARTICLE 6 - PLANT HOLIDAYS

- 6.01 An active employee who has been employed for at least thirty (30) days covered by this Agreement will receive eight (8) hours pay at his regular straight-time rate for each of the following plant holidays (regardless of the day on which the holiday falls) in addition to any wages which he may be in receipt of for work performed on such holidays for which the employee will receive wages at the rate of 1 1/2 times the employees straight time hourly rate of pay exclusive of premiums. An employee who works at a higher rated job the day before the plant holiday, shall receive that rate for the plant holiday.

- 1. New Year's Day
- 2. Good Friday
- 3. Easter Monday
- 4. Victoria Day
- 5. Canada Day
- 6. B.C. Day
- 7. Labour Day
- 8. Thanksgiving Day
- 9. Remembrance Day
- 10. Christmas Day
- 11. Boxing Day
- 12. Floater Holiday - to be taken at the employees' discretion upon giving one week's notice. No more than four (4) employees may be off at any one time.

and any other day declared a Statutory Holiday by the Provincial and/or Federal Government.

- 6.02 When Plant Holidays fall on Saturday or Sunday they will be celebrated on the Monday or preceding Friday as agreed by the parties. If the holiday falls in the middle of the week, the parties may by mutual agreement, agree to take the holiday day the preceding Monday or following Friday.

- 6.03 Should any of the above holidays occur during an employee's vacation period, he will be given an extra day's vacation with pay for each holiday to be taken at the beginning of or the end of the holiday period as chosen by the employee. The employee must choose which day they are taking at the time they make their vacation selection.
- 6.04 In order to qualify for payment on the Statutory Holiday as provided for in 6.01, the employee must work his scheduled shift on the day immediately prior and his scheduled shift immediately following the holiday, except where permission was previously obtained or the employee had a justifiable reason for being absent. The employer may require a medical certificate.
- 6.05 For the purpose of this Article "active" means when applied to an employee, one who, even if on layoff, leave of absence, or absence due to illness or injury (for which he is not eligible for Workers' Compensation benefits for the applicable plant holiday(s)), has worked one (1) complete day either within the seven (7) day period prior to or the seven (7) day period following the plant holiday in question.

ARTICLE 7 - VACATIONS

- 7.01 Employees shall be entitled to annual vacation in accordance with the following:
- a) For employees who have completed less than one (1) year of service, one (1) day for each completed month worked, to a maximum of ten (10) days, with four percent (4%) of gross pay;
 - b) For employees who have completed one (1) year of service or more but less than three (3) years of service, two (2) weeks vacation with four percent (4%) of gross pay (or 2 weeks gross pay, whichever is the greater);
 - c) For employees who have completed three (3) years of service but less than ten (10) years, three (3) weeks vacation with six percent (6%) of gross pay (or 3 weeks gross pay, whichever is the greater);
 - d) For employees who have completed ten (10) years of service but less than fifteen (15) years, four (4) weeks vacation with eight (8%) of gross pay (or 4 weeks gross pay, whichever is the greater);
 - e) Effective January 1, 2003 - For employees who have completed fifteen (15) years of service but less than twenty (20) years, four (4) weeks vacation with ten (10%) of gross pay (or five weeks gross pay, whichever is the greater);
 - f) Effective January 1, 2003 - For employees who have completed twenty (20) years of service or more, four (4) weeks vacation with twelve (12%) of gross pay (or six weeks gross pay, whichever is the greater);

Gross pay means earnings accumulated between June 1st and May 31st, and does include vacation pay.

An employee who has not worked 1500 hours in a 12 month period with respect to which gross pay is calculated, inclusive of time spent on an approved Workers' Compensation claim, medical disability approved by EI, WCB or the LTD insurance carrier, on Union leave and time spent on vacation, shall be paid vacation pay calculated at 2% of annual gross pay for each week of vacation entitlement. This article is not intended to take away any individual's rights that they may have under the Human Rights Code.

- 7.02 For employees with less than one (1) year's seniority, vacations shall be granted within ten (10) months following the employee's anniversary date of employment.

- 7.03 Employees' vacation years will be adjusted to a cut-off date of May 31.
- 7.04 Employees requesting vacation in the period June 1st to Labour Day must do so by written request delivered to the Department Manager not later than March 1st of that year. Vacations shall be allotted in accordance with seniority and the employee's preference.
- 7.05 **VACATION PAY - WHEN PAYABLE** Vacation pay will be paid in advance of, but in no case more than two (2) weeks in advance of, the vacation. The amount of vacation pay will relate directly to the portion of the vacation time entitlement which is being taken at that particular time.
- 7.06 **VACATION PAY - ON TERMINATION** Employees who leave the employ of the Company will be paid vacation pay at the time of severance on the following percentage basis on the earnings of the employee for which vacation pay has not been previously paid:
- less than one (1) year - four percent (4%)
 - one (1) year but less than three (3) years - four percent (4%)
 - three (3) years but less than ten (10) years - six percent (6%)
 - ten (10) years but less than fifteen (15) years - eight percent (8%)
 - fifteen (15) years but less than twenty (20) years – ten percent (10%)
 - twenty (20) years or more – twelve percent (12%)
- 7.07 **VACATION BANK** Employees will be permitted to bank any of their vacation time that is in excess of the two (2) weeks allotted for plant shutdown. Employees may accumulate up to a total of four (4) weeks banked vacation time.

Employees are required to give ninety (90) days written notice of their intent to take their banked vacation time.

Not more than four (4) employees may use their banked vacation at any one time and only one (1) employee from any one department at one time. The availability for using such banked vacation will be governed by seniority and the employee's preference.

ARTICLE 8 - SENIORITY

- 8.01 a) An employee shall not have any seniority, and shall be considered as a probationary employee until the employee shall have attained seniority status by actually working a total of sixty (60) days worked which may be accumulated over a period of six (6) months. Upon completion of this probation period, an employee shall acquire seniority status, and shall have a seniority date back-dated to his date of original hire.
- b) The Parties recognize that job opportunity and security shall increase in proportion to length of service. It is therefore agreed that in all cases of vacancy, promotion, demotion, transfer, vacations, layoff, and recall after layoff, the senior employee shall be entitled to preference. The Company agrees to cross-train jobs as per Letter of Understanding #2.
- c) In recognition, however, of the responsibility of Management for the efficient operation of the Employer, it is understood and agreed that in all cases referred to in Section 8.01 a), b) and c) Management shall have the right to pass over any employee if it is established with the employee and the union that the employee does not have the ability to perform the work after being given reasonable trial or training period.

8.02 **SENIORITY WILL BE MAINTAINED AND ACCUMULATED DURING:**

- a) occupational injury.
- b) absence from employment while serving in the non-permanent armed forces of Canada.
- c) absence due to illness or non-occupational injury.
- d) jury duty, Union gatherings and collective bargaining negotiations.
- e) authorized leave of absence.
- f) lay-off for the following periods, after which an employee's seniority will terminate:
 - 1. Less than 12 months seniority 6 months
 - 2. Over 12 months seniority 12 months

8.03 **SENIORITY STANDING WILL BE CANCELLED IF AN EMPLOYEE:**

- a) voluntarily quits the employ of the Company.
- b) over-stays authorized leave of absence except by reasons of force majeure.
- c) is discharged and not reinstated under the terms of this Agreement.
- d) is recalled to work and does not report within six (6) working days of receiving notice by registered mail.
- e) is still on lay-off and the seniority retention period has elapsed as described in 8.02(f).
- f) leaves the bargaining unit for more than twelve (12) months accumulative to work in a supervisory capacity.

8.04 **RECALL PROCEDURE** Laid-off employees with seniority will be given the first opportunity to be rehired. Employees will be notified of recall by telephone or other type of message which will be confirmed by registered mail. An employee being recalled must return to work as soon as reasonably possible after the first notice of recall as described above, but no longer than six (6) working days after receipt of the registered notice. A copy of the notice will be given to the Shop Steward or Union Committeeman.

It is the responsibility of laid-off employees to keep the Company informed of their current address and telephone number.

8.05 **SENIORITY LISTS** The Company will prepare Seniority lists of all employees and present to the Union within thirty (30) days of the signing of the Agreement and every three (3) months thereafter. This list will be posted for a period of thirty (30) days, and will establish the seniority, regular rate and classification of an employee who does not protest his status in writing, within the said thirty (30) days. Said lists will commence with the most senior employee, carry on downwards to the most junior employee, and contain the following information:

- 1. employee's name and clock number
- 2. employee's starting date
- 3. employee's regular classification and regular rate of pay
- 4. probationary employees will also be shown on the list.

8.06 The Company agrees that employees subject to a layoff will receive at least five (5) working day's notice of layoff.

ARTICLE 9 - SAFETY AND HEALTH

9.01 The Company and the Union agree that they will mutually co-operate and maintain reasonable standards of safety and health in order to prevent injury and illness.

9.02 It is mutually agreed that a Safety Committee consisting of two (2) representatives of the Company, and two (2) employees selected by the Union, (one alternate for each position will be elected to act as back-up) will meet not less frequently than ten (10) times per year.. The meetings will be chaired by one of the representatives of the Company. Minutes of these meetings shall be posted on the Bulletin Board and sent to Local 2009 Health Safety committee.

9.03 Any employee suffering an injury while in the employ of the Company, must report immediately to their immediate supervisor, or as soon thereafter as possible, who will then report it to the First Aid Attendant.

9.04 All employees, as well as the Company, will observe the rules of good housekeeping and sanitation.

9.05 If an employee is injured on the job and a doctor recommends no further work on that day, the Company will pay the employee's normal daily earnings for the day of injury.

9.06 The Company agrees to subsidize, to a maximum of \$120.00 per calendar year, the purchase of safety shoes for employees in the following departments:

- a) Shipping - Receiving
- b) Maintenance
- c) Any other department designated by the Operations Manager, or stipulated by W.C.B. regulations.

An employee seeking reimbursement must submit the receipt to his immediate Supervisor in order to qualify for this subsidy.

9.07 Adequate washroom, lunchroom and a place to hang clothing will be provided by the Company and kept in a sanitary condition. The Company will supply towels, soap and other supplies normally found in rest rooms. Employees will cooperate by observing the rules of cleanliness.

9.08 Employees injured on the job will be provided free transportation by the Company to and from a doctor's office, or a hospital and will be accompanied by a qualified bargaining unit person with First Aid training, if available on the Company premises. Employees requiring transportation home from a doctor's office or hospital following initial treatment shall be reimbursed for costs for such transportation.

9.09 Where an employee is employed under conditions where he might be injured and not be able to secure assistance, the employer shall devise some method of checking on the well being of the employee at intervals which are reasonable and practicable under the circumstances.

9.10 The Company agrees to pay the cost of doctor's notes if it requests an employee to produce one as proof of sickness.

9.11 The Company agrees to provide, at no expense to each employee who requests one, a smock, which will be laundered by the Company.

- 9.12 The Company agrees to provide, at no expense to each employee who requests them, gloves. These will be replaced upon return of the preceding pair.
- 9.13 The Company agrees to provide, at no expense to the employee, tools, equipment, or safety glasses for those employees, which are required, or necessary to do their assigned job, as the case may be. These items must be returned to the Company upon termination of employment.
- 9.14 There shall be, on all shifts, the required number of first aid attendants as specified by W.C.B. regulations. Management will endeavour to maintain no less than one (1) bargaining unit employees as first aid attendants. The bargaining unit employee will pay for the cost of the initial first aid training and subsequent re-certification. First Aid certificates shall be in plain view in the First Aid room.

First Aid Attendants \$1.00 per hour over occupational rate – Level II

ARTICLE 10 - GENERAL PROVISIONS

- 10.01 **BULLETIN BOARD** The Company will provide two (2) bulletin boards - one in the lunchroom, and one outside the lunchroom. One bulletin board will be for official Union notices, which must be signed by proper officials and submitted to the Operations Manager of the Company for approval before being posted, which approval will not be unreasonably withheld. The other bulletin board will be for employee notices, and the Company reserves the right to remove any material it considers offensive and injurious to the goals set out in the preamble to this agreement.
- 10.02 **NOTICES** Any notice required to be given to the Company under the terms of this Agreement shall be given by mail addressed to it at its registered address or by facsimile transmission. Any notice to be given to the Union under the terms of this Agreement shall be given by mail addressed to the secretary of the Union at its registered address or by facsimile transmission.
- 10.03 **BEREAVEMENT LEAVE** When either the current spouse, parents, parent-in-law, child, brother or sister, grandparents or grandchildren of a full-time seniority employee dies, that employee upon request will be excused for a period not to exceed three (3) working days. Payment to the employee will be based on the employee's straight time hourly rate exclusive of premiums. The employee may be required to furnish proof of death to qualify for payment.
- 10.04 **JURY DUTY** Any regular full-time employee who is required to perform jury duty, including coroner's jury duty, or who is required to appear as a Crown witness of coroner's witness on a day which he would normally have worked, shall be reimbursed by the Company for the difference between the pay received for the said jury or witness duty and his regular straight time hourly rate of pay for his regularly scheduled hours of work. Such reimbursement shall not be in excess of eight (8) hours per day or forty (40) hours per week, less statutory pay received for the said jury or witness duty. The employee shall be required to furnish proof of jury or witness service and pay received.
- 10.05 (a) **PREGNANCY LEAVE**
 - 1. An employee who is pregnant shall be given an unpaid leave of absence without loss of seniority or other privileges for a maximum of seventeen (17) weeks, up to eleven (11) weeks prior to the expected delivery date and at least six (6) weeks after the actual delivery date. The employee may choose to delay the commencement of pregnancy leave, provided she is medically fit to perform the full range of duties of her position. This will not affect the employee's entitlement to pregnancy leave.

2. An employee who requests leave under this section after the birth of a child or the termination of a pregnancy is entitled to up to six (6) consecutive weeks of unpaid leave beginning on the date of the birth or of the termination of the pregnancy.
3. An employee is entitled to up to six (6) additional consecutive weeks of unpaid leave if, for reasons related to the birth or the termination of the pregnancy, she is unable to return to work when her leave ends under subsection (1) or (2).
4. All such requests must be submitted in writing at least two (2) weeks prior to the day the employee proposes to begin their leave.
5. In addition to the pregnancy leave set out above, the attending physician certifying that the health of the mother or child may be in danger by the mother continuing to work may extend such leave prior to delivery.
6. An employee requesting a shorter period than six (6) weeks after the actual birth to return to work must provide written notice to the Employer of not less than one (1) week before the date the employee proposes to return to work, and if required by the Employer, be accompanied by a physician's medical certificate stating the employee is able to return to work.
7. Benefit entitlement for the above leaves shall be as required by the Employment Standards Act.

10.05 (b) **PARENTAL LEAVE**

1. An employee who requests parental leave under this Section is entitled to:
 - (a) for a birth mother who takes leave within one year of the birth of a child and in conjunction with pregnancy leave taken under Section 10.05 (a) – up to thirty-five (35) consecutive weeks of unpaid leave beginning immediately after the end of the leave taken under Section 10.05 (a).
 - (b) For a birthmother who does not take a leave under Section 10.05 in relation to the birth of a child – up to thirty-seven (37) weeks unpaid leave beginning after the child's birth and within fifty-two (52) weeks after that event.
 - (c) For a birth father – up to thirty-seven (37) weeks of unpaid leave beginning after the child's birth and within fifty-two (52) weeks of that event.
 - (d) For an adopting parent – up to thirty-seven (37) weeks of unpaid leave beginning within fifty-two (52) weeks after the child is placed with the parent.
2. If certified by a licensed medical practitioner that the child requires an additional period of parental care, the employee is entitled to up to five (5) additional consecutive weeks of unpaid leave, beginning immediately after the end of the leave taken under subsection 1 above.
3. The employee is required to give the employer four (4) weeks advance notice in writing of their intent to take a leave under subsection 1 (a), (b) or (c). The employer may request this notice be accompanied by a medical practitioner's certificate or other evidence of the employee's entitlement to leave.
4. Benefit entitlement for the above leaves shall be as required in the Employment Standards Act.

10.06 **UNION ACCESS TO PLANT** Representatives of the Union will have access to the Company's premises by obtaining the permission of the Company's management. Such permission will not be unreasonably withheld.

10.07 **UNION SAVINGS PLAN** The Company agrees to provide payroll deduction for employees who enrol in and contribute to the Steelworker District 3 Savings Plan. At the beginning of each calendar year, the employee shall authorize the Company in writing as to a fixed dollar amount to be deducted from the last pay period of the month and forwarded to the Plan. Such authorization shall be irrevocable until the end of the calendar year. Deductions will be forwarded to the Plan by the fifteenth of the month following the deduction.

10.08 **PERSONNEL RECORDS**

- a) (i) One personnel file shall be maintained by the Employer for each Employee in the bargaining unit. Such file shall contain all records and reports concerning the Employee's employment and work performance.
- (ii) No negative comments or report about any Employee shall be placed in any personnel file unless the Employee concerned is first given a copy of the information.
- (iii) Personnel files, as referred to in this Agreement, shall include hard copy and/or any other methods, systems or forms of maintaining such records and files related to Employees as may be implemented by the Employer.
- b) **Employee Access to Personnel File** An Employee shall have the right to read and review his/her personnel file at any time, upon reasonable notice and by written request to the Employer.
- c) **Union Access to Employee Personnel File** A representative of the Union shall have the right to read and review an Employee's personnel file at any time, upon written authorization of the Employee and upon reasonable notice and written request to the Employer. On request, and with the Employee's permission, the Union representative shall be provided with copies of any document or record contained in the Employee's personnel file.
- d) **Discipline**
 - (i) The Employer shall only discipline, suspend, discharge or terminate an employee for just cause. The burden of proof of just cause shall rest with the Employer.
 - (ii) Any Employee who is to be interviewed regarding disciplinary action shall be interviewed in the presence of a Shop Steward of the employee's choice, Grievance Committee member or other Union designee.
 - (iii) The Employee, the Shop Steward or grievance Committee member and the Local Union President shall receive a copy in writing all of reprimands, or notices involving suspension or discharge and the reasons in full for such action within twenty-four (24) hours of the taken action.
- e) **Relief** All written warning, reprimands, suspensions, and discharges shall be rescinded, from the Employee's personnel file, after a period of eighteen (18) months after the date of issued disciplinary action and shall not be used against the Employee thereafter.

10.09 **Severance Pay** An Employee whose services are terminated due to a merger, consolidation, or a permanent suspension of operations, will receive at time of reduction, one week's pay for every year of service up to a maximum of 16 weeks.

10.10 **Letters of Understanding and Memorandums**

- a) **Form Part of Collective Agreement** The Company and the Union agree that any and all Letters of Understanding and Memorandums of Agreement made between the parties, shall be considered as part of the Collective Agreement.
- b) **Copies to Union** The Company agrees to supply the Union with signed copies of all Letters of Agreement, Memorandums of Agreement, and Appendices, which form part of the current Collective Agreement.
- c) **Renewal of all Agreements** Letters of Understanding, or Memorandums of Agreement issued prior to the signing of this Agreement, and not renewed, shall become null and void after signing of this Collective Agreement.

Renewed Letters of Understanding shall remain in effect during the terms of this Agreement.

10.11 **Union Representation**

- a) The Employer acknowledges the right of the Union to appoint or otherwise select Shop Stewards for the purpose of representing employees in the handling of complaints and grievances.
- b) The Employer agrees to recognize Shop Stewards, as provided in writing from the Union. When grievances arise a single Shop Steward will investigate and perform the duties thereto during regular working hours and only with the consent of Management. The consent from Management will not be unreasonably denied.
- c) The Employer will be notified by the Union of the names of the Shop Stewards, and any changes made thereto.
- d) The Employer agrees to recognize and deal with a Union Grievance Committee of not more than six (6) Employees plus the Unit President. Attendance at grievance meetings will be limited to the steward, the unit president, the affected grievor/s and representative of the Local Union.

10.12 **Negotiating Committee**

- a) The Employer agrees to recognize and deal with a Negotiating Committee of not more than three (3) Employees, who will be regular Employees of the Employer, along with representatives of the International Union.
- b) The Negotiating Committee is a separate entity from other committees, and will deal only with such matters as are properly the subject matter of negotiations, including proposals for the renewal or modification of this Agreement.
- c) The Employer agrees to allow members of the Negotiating Committee the time off work for the purpose of meeting with the Employer in the negotiation of the renewal or modification of this Agreement. The Employer agrees to pay one half of their wages for time lost.
- d) During negotiations for a new Collective Agreement, the Employer shall place employees, members of the Negotiating Committee on the day shift.

- 10.13 **HUMANITY FUND** The Company agrees to deduct \$20.00 from each employee on October 1st of each year and forward to the United Steelworkers Humanity Fund.
- 10.14 **HUMAN RIGHTS** The Union and the Company recognize the right of employees to work in an environment of mutual respect free from harassment, including sexual and racial harassment. Management will take measures that are deemed appropriate against persons under their direction who engage in harassment of another employee. It is therefore agreed and understood that the union will cooperate with management in the investigation of any harassment claims involving employees of the Company. (Refer to the Company policy on Discrimination/Sexual Harassment Policy).
- a) In cases where harassment may result in the transfer of an employee, where possible it shall be the harasser who is transferred. The employee who is harassed will not be transferred against his/her will.
 - b) An employee may initiate a grievance under Article 10.14 at any Step of the grievance procedure. Grievances under this clause will be handled with all possible confidentiality and dispatch.
 - c) An alleged offender under this clause shall be entitled:
 - i) to be given notice of the substance of a grievance under this clause;
 - ii) to be given notice of and to attend, participate in and be represented at any arbitration hearing which is held as the result of a grievance under this clause;
 - d) In any arbitration arising out of this Article, where any arbitrator finds that harassment has occurred, the arbitrator may impose a remedy which is designed to only affect the perpetrator insofar as that is possible and where there is any detriment to be suffered respecting job classification, seniority, wages, etc., such detriment shall fall upon the perpetrator and not upon other employees. The arbitrator may direct a transfer or reassignment without regard to their seniority.

ARTICLE 11 - GRIEVANCE PROCEDURE

11.01 GRIEVANCES WILL BE PROCESSED AS FOLLOWS:

STEP 1 It is generally understood that an Employee has no complaint or grievance until he, either directly or through the Union, has first given the Employee's Supervisor an opportunity to adjust the complaint.

If, after registering the complaint with the designated Management Representative, and such complaint is not settled within five (5) regular working days or within any longer period which may have been agreed to by the Parties, then the following steps of the Grievance Procedure may be invoked.

STEP 2 The grievance shall be submitted in writing to the designated Management Representative either directly or through the Union. The designated Management Representative will meet with the Employee's Union Steward within five (5) working days of the receipt of the grievance in an attempt to resolve the grievance. The grievor may be present at this meeting, if requested by either Party. The designated management Representative within a further five (5) working days give the Employer's answer on the grievance form, and return it to the Union.

STEP 3 If the grievance remains unsettled at the conclusion of Step 2, the grievance may be submitted to the designated management representative, who shall, within five (5) working days,

hold a meeting between the Union Grievance Committee (not to exceed three (3) in number) and the appropriate representatives of the Employer, in a final attempt to resolve the grievance. A Staff Representative of the Union and the grievor may be present at this meeting, if requested by either Party. The Employer's representative will within a further five (5) working days give the Employers' decision in writing to the Union on or attached to the grievance form.

If settlement is not reached the grievance will proceed to Step 4.

STEP 4 Arbitration or Expedited Arbitration.

11.02 **TIME LIMITS (WORKING DAYS) AND STEPS WILL BE AS FOLLOWS:**

<u>Appeal To</u>	<u>Time</u>	<u>Answer</u>
Step 1	Within 10 days of the grievor's knowledge of the occurrence of the grievance	5 days
Step 2	Within 5 days of answer	5 days
Step 3	Within 5 days of answer	5 days
Step 4	Within 30 days of answer	

The time limits may be extended by mutual consent if there is reasonable need for extension, and a request for extension is made in writing.

11.03 **DISCHARGE CASES** If an employee believes that he has been unjustly discharged he may commence grievance procedure and it will be instituted at Step 2.

11.04 **WARNING - SUSPENSION - DISCHARGE** Employees may only be warned, suspended or discharge for just cause. Suspension days will run as consecutive working days.

11.05 **GROUP OR GENERAL GRIEVANCES** Grievances of a general or group nature will be put in writing and instituted at Step 2.

11.06 **TIME LIMITS - FAILURE TO ACT** If either party fails to act within any of the time limits, or with an agreed upon extension, it will be deemed that the Party has abandoned its position and that the position of the other Party has been established, except in a case where the grievance is withdrawn.

11.07 **GRIEVANCE COMMITTEEMEN AND COMPANY REPRESENTATIVES** At each of the three grievance steps the Company and the Union may have equal representation.

11.08 **COMPANY REPRESENTATIVE - STEPS 2 AND 3** If a Company's administrative staff is such that the same Company representative would be involved in Steps 2 and 3, then Step 2 will not be used, except in 11.03 and 11.05.

ARTICLE 12 - EXPEDITED ARBITRATION

12.01 Notwithstanding any other provisions of this Agreement, the following Expedited Arbitration Procedure is designed to provide prompt and efficient handling of routine grievances.

The Expedited Arbitration Procedure shall be implemented in light of the circumstances existing within the Collective Agreement, with due regard to the following.

12.02 An Arbitrator, shall be appointed by the Vice-Chairman-Mediation Services to hear the cases. Their expenses and fees will be borne by the Parties. The fees are to be in an amount agreed to by all three Parties.

- 12.03 a) Within thirty (30) calendar days after receipt of the Step 3 answer, Local Union shall assess which grievances shall be referred to Expedited Arbitration, and will so notify the designated management representative. Should the representatives of Company deem that the issue does not meet the criteria of section 12.06 a) of this Article, Local Union 2009 will nonetheless proceed to Expedited Arbitration for resolution. In this situation, however, the first issue that must be ruled upon by the Arbitrator is whether or not the subject matter is one that meets the criteria of section 12.06(a).

If the Arbitrator concludes that the case is not appropriate for the Expedited Arbitration process, the case shall be referred back to the initiating party for further determination as if at the conclusion of Third Stage of the grievance procedure.

- b) The list of arbitrators shall be maintained alphabetically to be used by fixed rotation. The next arbitrator shall be contacted and requested to serve on the case or cases designated for Expedited Arbitration at a time and place agreed upon by the Company and the Union Representatives. The date of the hearing shall be within ten (10) calendar days of the appeal unless an extension of time is mutually agreed upon by all three parties.
- 12.04 Grievances shall be presented in the Expedited Arbitration Procedure by a previously designated representative of Local Union 2009 and a designated representative of the Local Plant Management. Attendance of other persons at the Arbitration hearing shall be limited to those who have personal knowledge of the grievance being presented.
- 12.05 a) The hearing shall be informal
- b) No briefs shall be filed or transcripts made
- c) There shall be no formal evidence rules
- d) The Arbitrator shall have the obligations of assuring that all necessary facts and considerations are brought before him by the representatives of the Parties. In all respects, he shall assure that the hearing is a fair one.
- e) If the Arbitrator or the parties conclude at the hearing that the issues involved are of such complexity or significance that the case should require further consideration by the Parties, the case shall be referred back to the initiating party for final deposition.
- f) The Arbitrator shall render his written decision within five (5) work days following the date of the hearing. Their decision shall be based on the facts presented by the Parties at the hearing, and shall include a brief written explanation of the basis for their conclusion. These awards will not be cited as a precedent at any discussion of any other grievances at any stage of the grievance procedure or in any subsequent Arbitration, and will be considered binding by both Parties.
- 12.06 a) Grievances subject to this Expedited Arbitration Procedure must be confined to issues which do not involve novel problems and which have limited contractual significance or complexity.
- b) The Arbitrator under this Expedited Arbitration Procedure shall have the same powers as granted to the Arbitrator under Section 13 of this Agreement.

ARTICLE 13 - ARBITRATION

- 13.01 Where a difference arises between the Parties relating to the interpretation, application or administration of this Agreement, including any question as to whether a matter is arbitrable, or

where an allegation is made that this Agreement has been violated, either of the Parties may after exhausting the grievance procedure established by this Agreement, notify the other Party in writing of its desire to submit the difference or allegation to arbitration.

- 13.02 Any matter referred to arbitration, as provided in 13.01 hereof, shall be submitted to a single arbitrator selected from the following list:
1. Don Munroe
 2. Vince Ready
 3. Rick Coleman
 4. Ron Keras
 5. Colin Taylor
- 13.03 The Arbitrator shall have the authority to act as mediator/arbitrator upon application of either party and will hear and determine the difference or allegation, and will issue a decision, and the decision is final and binding upon the Parties, and upon any employee affected by it.
- 13.04 The arbitrators will rotate on each subsequent arbitration, but should anyone be unable to act within thirty (30) calendars days, the Arbitrator shall be passed over to the next on the list.
- 13.05 The arbitrator will have the right to enter any premises where work is being done or has been done by the Employee, or in which the Employer carries on business, or where anything is taking place or has taken place concerning any of the differences submitted to the Arbitrator and inspect and view any work material, machinery, appliance or article therein, and interrogate any person respecting any such thing or any such differences.
- 13.06 If, during the life of this Agreement, one of the Arbitrators named in 13.02 hereof withdraws from the list, the Parties will appoint a replacement by mutual agreement in writing.
- 13.07 Except where otherwise provided for in this Agreement, each of the Parties hereto will bear its own expenses with respect to any arbitration proceedings. The Parties hereto will bear jointly the expenses of the arbitrator on an equal basis.
- 13.08 No matter may be submitted to arbitration which has not first been properly carried through all preceding steps of the Grievance Procedure.
- 13.09 The Arbitrator will have jurisdiction and authority to interpret and apply the provisions of this Agreement insofar as it may be necessary for the determination of a grievance referred to it, but will not have the jurisdiction and authority to alter or amend any of the provisions of this Agreement.

ARTICLE 14 - M.S.P., HEALTH AND WELFARE

- 14.01 The Company agrees to pay 100% of the monthly costs of premiums to provide seniority employees with Medical Services Plan benefits. This payment shall be made provided that:
- a) the employee has not waived such benefit
 - b) the employee is not provided with this benefit by their spouse's employers; or
- 14.02 The Company agrees to pay 50% of the monthly costs of premiums to provide seniority employees the benefits referred to in the booklets covering Health, Disability, Insurance and Dental benefits (with 80/20 Co-Pay) dated _____ and forwarded by the Company to the Union provided that:

- a) the employee has not waived such benefit
- b) the employee is not provided with this benefit by their spouse's employers; or
- c) the employee has not been laid off pursuant to the provisions of the Collective Agreement for more than 30 days.
- d) the Company retains the sole discretion in its choice of extended health benefits provider.

14.03 Health and Welfare and MSP benefits at the levels specified in Articles 14.01 and 14.02 shall be provided to employees while on an approved, maternity, union or occupational injury leave for the duration(s) noted below:

Maternity and Occupational Injury:

Coverage shall remain in force for the duration of an approved maternity leave or WCB disability income claim. Should the employee not return to work at Fitz-Wright Company upon cessation of the leave or claim, coverage of all benefits will be cancelled.

All other leaves and lay-off:

Coverage shall remain in tact for a period of two (2) months after the month in which the leave or layoff has commenced. At the expiration of the two (2) month period, an employee may elect to maintain coverage for an additional period of not more than twelve (12) months by the payment, in advance to the Company, of the full monthly premiums due.

ARTICLE 15 - LEAVE OF ABSENCE

15.01 Subject to operational requirements, the Company shall grant leaves of absence without pay for personal reasons under the following conditions:

- a) All requests must be in writing with thirty(30) days notice.
- b) No more than two (2) employees shall be off at any one time from any one department, unless mutually agreed otherwise.
- c) No more than one (1) leave shall be granted in any twenty-four (24) month period unless the additional leave is for compassionate reasons such as death or serious illness in the family, or family emergency.

15.02 a) An employee elected or appointed to a full-time position within the Union will be granted a leave of absence without pay and benefits as herein provided for a period of one(1) year. This leave will be extended for additional periods at the request of the Union. The Union must approve the request.

- b) Employees who have been elected or appointed by the Union to attend International, National or Local gatherings will be granted leave of absence without pay for this purpose. Not more than three (3) employees make take such leave at one time and they must give the Company (10) working day's notice in writing. This notice must be confirmed by the Union. Leave will not exceed three (3) weeks plus reasonable travel time. The three (3) employees will not be employed in the same job function or classification.

- 15.03 If, during any leave of absence which is so granted, the employee obtains employment elsewhere without the written consent of the Company or Union, he will be deemed to have resigned his employment.
- 15.04 **Family Responsibility Leave** An employee is entitled to up to five (5) days of unpaid leave during each employment year to meet responsibilities related to:
- a) the care, health or education of a child in the employee's care or;
 - b) the care or health of any other member of the employee's immediate family.

ARTICLE 16 - OCCUPATIONAL CLASSIFICATIONS AND WAGE RATES

- 16.01 The rates of pay as outlined in Schedule "A" are considered minimum scales.
- 16.02 The job classification and rates of pay listed in Schedule "A" are agreed upon by both parties and are part of this Collective Agreement.
- 16.03 Subject to Article 16.05, The rates of pay set out in Schedule "A" of this Agreement apply for the duration of an employee's employment in the applicable job classification. No employee will suffer a reduction in wages or benefits by the adoption of this agreement.
- 16.04 a) **New Job Classification** If any new job classifications are established, or if there is a significant change in the job content of any job classification(s) set forth in this Wage Schedule, or if any job classification(s) have been overlooked in this Wage Schedule, the Parties hereto are agreed to negotiate a rate for the job(s) in question.
- b) If the Parties are unable to reach agreement then the dispute will be settled through the Grievance and Arbitration procedures of this Agreement.
- 16.05 An employee is entitled to be paid the rate of pay attached to his regular classification, even though he may be temporarily assigned to a classification having a lower wage rate. An employee temporarily assigned to a classification having a higher wage rate shall be paid the higher rate of pay for the entire shift and for subsequent overtime worked on that day.
- 16.06 An employee is entitled to the base rate of pay as set out in Schedule "A". Qualified employees will receive an additional premium rate while they are required to perform work in the specific classification set out in Schedule "A".
- 16.07 **Statement of Earnings** The rate or rates of pay, hours of work, details for overtime hours and all necessary and pertinent information will be furnished to each employee on his pay statement so that the employee can clearly understand how his total pay was calculated.
- 16.08 An employee's statement of holiday entitlement and holiday pay accrual will be issued within 30 days of the cut-off date.
- 16.09 **Payment of Wages - Irregular** Any employee being discharged, laid off, or leaving of his own accord will be paid all wages due to him as promptly as possible, or, in any event, within forty-eight (48) hours of the expiration of the next working day.
- 16.10 **Charge Hand Definition** The Company will select employee(s) from the bargaining unit to perform the duties of "Charge Hand". The duties of the Charge Hand will include responsibility for the quantity and quality of the product. No Charge Hand will be responsible for discipline of any employee within the bargaining unit.

Employees may be requested to perform work at the above premiums at Management's discretion. The premium will be paid for the duration of the employees' service in that function.

ARTICLE 17 - JOB POSTING

- 17.01 **Job Openings (Not Temporary)** All job postings in the bargaining unit, will be posted on the Bulletin Board for three (3) working days.
- 17.02 **Job Openings (Temporary)**
- a) Job openings in the bargaining unit not subject to the Job Posting Procedure shall mean:

Those job openings resulting from absences allowed under the terms of this Agreement up to a maximum of thirty (30) days.
 - b) All job openings (temporary) shall be filled in accordance with the principle established in 8.01 (a), (b) and (c) of the collective agreement.
- 17.03 **Job Applications (Delayed)** If an employee is not at work, for the following reasons, when a job is posted, he may apply for the job, if he does so within three (3) working days of his return to work.
- 1. vacation,
 - 2. authorized leave of absence not exceeding thirty (30) days,
 - 3. absence resulting from an accident or illness not exceeding thirty (30) days,
 - 4. absence on Workers' Compensation not exceeding thirty (30) days.
- 17.04 **Selection of Successful Applicant** Preference will be given to applications from the most senior employee in accordance with the principles established in Section 8.01 (a), (b) and (c) of this Agreement.
- 17.05 **Trial Period** The successful applicant may be entitled to up thirty (30) working days and not less than fifteen (15) working days trial period.
- 17.06 **Return to Former Job**
- a) In the event that an employee is promoted in accordance with the provisions of this Article and within thirty (30) days of such promotion he is not performing efficiently, or the employee wishes to do so, he will revert to his immediate previous job, without loss of seniority and any other employees who moved as a result of the posting will revert to their immediate previous job.
 - b) If additional people are required, they will be drawn from the previous posting, provided, however, there are enough applicants on the previous posting to fill the vacancy.
- 17.07 **Successful Applicant Notice** The name of the successful applicant will be posted no later than five (5) days after the removal of the Job Posting notice.
- 17.08 In the event that none of the applicants meet the requirements of the job in relation to Section 8.01 (a), (b) and (c) of this Agreement, the Company may fill the vacancy from any available source.

ARTICLE 18 - TECHNOLOGICAL CHANGE

- 18.01 In the event that the Company introduces a technological change which results in:
- a) Displacement of employees from employment with the Company. The Company will cooperate with Human Resources Development Canada training facilities to train such employees, if there are job openings with the Company, and such employees have the necessary potential to fill the positions.
 - b) An employee being terminated will receive one (1) week's pay for each year of seniority, to a maximum of 16 weeks.

ARTICLE 19 - SAVINGS CLAUSE

- 19.01 Should any part of this Agreement or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by any judgment of order of a court, tribunal or board of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions hereof and such remaining portions shall continue in full force and effect.
- 19.02 In the event that any clause or section is held invalid or enforcement of or compliance with which has been restrained as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations upon the request of either party for the purpose of implementing the requirements of any such order, judgment or legislation or for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint. If the parties do not agree on a mutually satisfactory replacement, they shall submit the matter to arbitration.

ARTICLE 20 - DURATION

- 20.01 This Agreement shall be for the period from and including January 1, 2010 to and including December 31, 2012 and from year to year thereafter subject to the right of either Party to the Agreement within four (4) months immediately preceding the date of expiry of this Agreement, which is December 31st, 2012 or immediately preceding the last day of December in any year thereafter, by written notice to require the other Party to the Agreement to commence collective bargaining.
- 20.02 Should either Party give written notice to the other Party pursuant hereto, this Agreement shall thereafter continue in full force and effect until the Union shall give notice of strike or the Employer shall give notice of lockout or the Parties shall conclude a renewal or revision of this Agreement or a new Collective Agreement whichever shall first occur.
- 20.03 The operation of Section 50(2) & (3) of the Labour Relations Code is hereby excluded.

IN WITNESS WHEREOF each of the parties hereto has caused this Agreement to be signed by its duly authorized representatives as of the ____ day of _____, **2010**

FITZ-WRIGHT COMPANY LTD.

**UNITED STEELWORKERS
(ON BEHALF OF LOCAL 2009)**

SCHEDULE "A"

JOB CLASSIFICATION/RATES OF PAY

	<u>Date of Ratification</u>		
	<u>April 12/10</u>	<u>Jan 1/11</u>	<u>Jan 1/12</u>
	<u>\$.75 per hour</u>	<u>\$.60 per hour</u>	<u>\$.55 per hour</u>
<u>Group 1</u>	\$14.78	\$15.38	\$15.93
Receiver Q/C Inspector Cut and Mark Shipper			
<u>Group 2</u>			
All Other employees including, but not limited to the following: Silkscreen, Gluing, Sewing, Finishing, and Lay-up.			
	\$12.25	\$12.85	\$13.40
<u>Premium Level 1:</u> \$1.00/hour over Group 2 rate Alterations Sanding			
<u>Premium Level 2:</u> \$2.00/hour over Group 2 rate Chargehand			

SCHEDULE "B"

MUIRHEAD FORMULA

B.01 ADJUSTMENT OF ANNIVERSARY DATE TO CUT-OFF DATE

- a) **Reasons Therefore:** Since the employment date of an employee seldom coincides with a vacation cut-off date, it is necessary, in order to administer vacations in an orderly manner to adjust an employee's vacation pay and vacation time to the cut-off date.
- b) There are three times when an employee's vacations must be adjusted to the cut-off date:
1. After one year but less than three (3) years' employment, when the employee is entitled to two (2) weeks' vacation
 2. After three (3) but less than ten (10) years' employment, when the employee is entitled to three (3) weeks vacation
 3. After ten (10) years employment, when the employee is entitled to four (4) weeks' vacation
- c) The following is the interpretation to be applied to Article 7 - Vacations:
1. Article 7.01 provides for payment of vacations to an employee who has worked less than one (1) year on the following basis:
 - one (1) day's vacation for each completed month worked (maximum ten (10) working days)

The provision of this Schedule is the basis of adjusting a new employee's vacation pay and vacation time to a cut-off date.
 2. When an employee becomes entitled to three (3) weeks' vacation, his vacation pay and vacation time off will be adjusted to the cut-off date by:
 - Crediting the employee's vacation account with the amount of time off resulting from applying the fraction of the year between his anniversary date and the cut-off date to five (5) working days
 3. When an employee becomes entitled to four (4) weeks' vacation, his vacation pay and vacation time off will be adjusted to the cut-off date by:
 - Crediting the employee's vacation account with two percent (2%) of his gross earnings from his employment anniversary date to the cut-off date.
 - Crediting the employee's vacation account with the amount of time off resulting from applying the fraction of the year between his anniversary date and the cut-off date to five (5) working days.

d) Examples of adjusting an employee's vacation:

Assume

Employee starts work Jan 1st
 Cut-off date May 31
 Wage rate of \$5.00 per hour
 2,080 work hours per year
 One week's vacation = 2%
 Two week's vacation = 4%
 1 week's vacation = 5 wkg days
 2 week's vacation = 10 wkg days

(Fraction days . 5 and over take to higher full day)

-Adjust part of first year
 cut-off date
 -4% of earnings Jan 1 to May 31
 -2 weeks' vacation = 4%
 -Earnings Jan 1- May 31 = \$5200
 4% of \$5200
 -Days of vacation, $5/12 \times 10$
 4.2 work days
 -Total days' vacation (adjustment
 year only) = 4 work days

-Adjust 3rd week of vacation
 to cut-off date
 -Adjust 1 week from Jan 1 to May 31
 -1 week's vacation = 2% of earnings
 -Earnings Jan 1-May 31 = \$5200
 2% of \$5200
 -Days of vacation, $5/12 \times 5 =$
 2.1 work days
 -Total days' vacation (adjustment
 year only) = 17 work days

-Adjust 4th week of vacation
 to cut-off date
 -Adjust 1 wk from Jan 1 to May 31
 -1 week's vacation = 2% of earnings
 -Earnings Jan 1 - May 31 = \$5200
 -2% of \$5200
 -Days of vacation, $5/12 \times 5 = 2.1$ wk days
 -Total days' vacation (adjustment
 Year only) = 22 work days

Assume

Employee starts work Oct 1st
 Cut-off date May 31
 Wage rate of \$5.00 per hour
 2,080 work hours per year
 One week's vacation = 2%
 Two week's vacation = 4%
 1 week's vacation = 5 wkg days
 2 week's vacation = 10 wkg days

-Adjust part of first year to
 cut-off date
 -4% of earnings Oct 1 to May 31
 -2 weeks' vacation = 4%
 -Earnings Oct 1 - May 31 - \$7800
 4% of \$7800
 -Days of vacation, $8/12 \times 10 =$
 6.7 work days
 -Total days' vacation (adjustment
 year only) = 7 work days

-Adjust 3rd week of vacation
 to cut-off date
 -Adjust 1 week from Oct 1 to May 31
 -1 week's vacation = 2% of earnings
 -Earnings Oct 1-May 31 = \$7800
 2% of \$7800
 -Days of vacation, $8/12 \times 5 =$
 3.3 work days
 -Total day's vacation (adjustment
 Year only) = 18 work days

-Adjust 4th week of vacation
 To cut-off date
 -Adjust 1 wk from Oct 1 to May 31
 -1 week's vacation = 2% of earnings
 -Earnings Oct 1 - May 31 = \$7800
 -2% of \$7800
 -Days of vacation, $8/12 \times 5 = 3.3$ wk days
 -Total day's vacation (adjustment
 Year only) = 23 work days

LETTER OF UNDERSTANDING #1

By and Between: **Fitz-Wright Company Ltd.**

And: **United Steelworkers
(On Behalf of Local Union 2009)**

It is hereby agreed and understood that the following employees, while employed in Group 2, shall be paid no less than the listed hourly rates of pay for the term of the Collective Agreement:

Jasbinder Sohal	\$12.53
Judy Luu	\$12.53
Scott Sangchanh	\$12.53

Agreed this _____ day of _____ 2010

FITZ-WRIGHT COMPANY LTD.

**UNITED STEELWORKERS
(ON BEHALF OF LOCAL UNION 2009)**

LETTER OF UNDERSTANDING #2

By and Between: **Fitz-Wright Company Ltd.**

And: **United Steelworkers
(On Behalf of Local Union 2009)**

RE: CROSS TRAINING

The parties agree that having employees learn to perform other skills in different classifications and departments would be beneficial to the employer and the employees. This cross training would allow the employer the ability to have employees who are multi-skilled and at the same time would allow employees to learn new skills. This would allow senior people to perform different work in slow periods and avoid the lay-off of senior employees.

The parties agree that employees will be allowed to change classifications and/or departments for a period of no more than ten (10) days and no less than five (5) days to become familiar with a different area. It is further agreed that no more than two (2) employees from the departments of gluing, sewing and finishing can cross train at any one time and further, only one person from cutting and screening can cross train at any one time.

The parties further agree that senior employees requesting to be cross trained will be given the opportunity over junior employees.

The parties also agree that a committee will be formed to discuss a more in depth cross training program during the life of this collective agreement.

Agreed this _____ day of _____ 2010

FITZ-WRIGHT COMPANY LTD.

**UNITED STEELWORKERS
(ON BEHALF OF LOCAL UNION 2009)**

LETTER OF UNDERSTANDING #3

By and Between: **Fitz-Wright Company Ltd.**

And: **United Steelworkers
(On Behalf of Local Union 2009)**

RE: PRESCRIPTIONS

Remove per prescription deductible and replace with a deductible that is equal to the dispensing fee – No change to the current rates.

Agreed this _____ day of _____ 2010

FITZ-WRIGHT COMPANY LTD.

**UNITED STEELWORKERS
(ON BEHALF OF LOCAL UNION 2009)**

