

COLLECTIVE AGREEMENT

BETWEEN:

**VITALAIRE CANADA INC. Sault Ste. Marie &
Timmins, Ontario and
Greater Sudbury, Ontario**

(hereinafter referred to as the "Company")

PARTY OF THE FIRST PART

and

**THE UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY ALLIED INDUSTRIAL AND SERVICE
WORKERS INTERNATIONAL UNION (UNITED STEELWORKERS)
Local 2020 - 69**

(hereinafter referred to as the "Union")

PARTY OF THE SECOND PART

2014-2017

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PREAMBLE

The purpose of the Agreement is to establish and maintain an orderly collective bargaining relationship between the Company and its employees, to set forth all agreements concerning rates of pay, hours of work and working conditions to be observed by the parties hereto, and to provide an amicable method of settling any difference that may arise in the interpretation, application, administration or alleged violation of the Agreement.

ARTICLE 1

INTERPRETATION

- 1.01 Unless otherwise stated, the word "day" or "days" shall mean calendar day or days.
- 1.02 The masculine gender, wherever used herein, shall mean and include the feminine gender and singular and plural shall be interchangeable.
- 1.03 The word "employee" or "employees" wherever used in the Agreement shall mean respectively an employee or employees in the bargaining unit described in Article 2.01.
- a) A full-time (FT) employee is any employee whose regularly scheduled work week is greater than 30 hours per week.
- b) A part-time (PT) employee is any employee whose regularly scheduled work week is less than 30 hours.
- 1.04 The term "Company" whenever used herein, shall mean VrtalAire Canada Inc. as it affects the Sault Ste. Marie and Timmins, ON, location.
- 1.05 The term "Company" whenever used herein, shall mean VitalAire Canada Inc. as it affects the Greater Sudbury, ON, location.
- 1.06 The term "Union" whenever used herein shall mean the United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union (United Steelworkers) "Parties" means the Company and the Union.
- 1.07 "Collective Agreement" is synonymous to the meanings of "the Contract" and "the Agreement"

ARTICLE 2

SCOPE AND RECOGNITION

- 2.01 The Company recognizes the Union as the exclusive bargaining agent with respect to the matters arising under this Agreement for bargaining unit employees of the Company in Sault Ste. Marie and Timmins, ON, as set out in the certificate issued on October 29, 2007 by the Labour Relations Board save and except supervisors, persons above the rank of supervisor, sales staff, office staff, Respiratory Therapists.
- The Company recognizes the Union as the exclusive bargaining agent with respect to the matters arising under this Agreement for bargaining unit employees of the Company in Greater Sudbury, ON, as set out in the certificate issued on October 29, 2007 by the Labour Relations Board save and except supervisors, persons above the rank of supervisor, sales staff, office staff, Respiratory Therapists.
- 2.02 Supervisors and other management employees of the Company may perform work on any job normally performed by an employee provided that:

- a) Supervisory personnel shall not assume such duties as are normally performed by employees in the bargaining unit, except for the purposes of instruction, experimenting, the installation and start-up of equipment, assisting an employee with work outside of the Company's premises, or in emergencies when a qualified employee performing that work are not immediately available.
- b) The performance of such work by supervisors and other management employees of the company shall not cause the layoff of any employee who has acquired seniority.

ARTICLE 3

NO DISCRIMINATION

- 3.01 The Company, the Union and bargaining unit employees agree that there will be no coercion, intimidation or discriminatory action exercised or practiced by any of the parties or their representatives or members in obtaining new members or persuading employees not to become members, in persuading any of its members to participate or not to participate in the Union's activities or upon any employee because of membership or non-membership in the Union.
 - a) It is agreed that there shall be no discrimination, interference, or coercion by either party against any employee on account of grounds prohibited under the *Human Rights Code R.S.O. 1990*.
- 3.02 There shall be no solicitation of members or other Union activity during working hours. This clause shall not be construed to prevent employees from engaging in casual conversation related to Union affairs.

ARTICLE 4

MANAGEMENT RIGHTS

- 4.01 The Union acknowledges that all management rights and prerogatives are vested exclusively with the Company except as specifically limited, modified or released by the provisions of the Agreement and, without limiting the generality of the foregoing, it is the exclusive function of the Company:
 - (a) to maintain order, efficiency and in connection therewith to establish, revise from time to time and enforce reasonable rules and regulations, provided that where practicable, the Company will discuss such reasonable rules and regulations with the Union, and to conduct appraisals of the performance of the employees;
 - (b) to hire, transfer, layoff, recall, promote, demote, classify, assign duties, discharge, suspend or otherwise discipline employees provided that for employees who have acquired seniority, such discharge, suspension or other discipline shall be for just cause, and a claim by an employee who has acquired seniority that he has been discharged, suspended or otherwise disciplined without just cause may be the subject of a grievance under Article 6 of the Agreement;
 - (c) to determine the method of operation; the amount of supervision; the schedules of work; the rotation of shifts; the hours and days of work and the number of employees required at any time.
 - (d) the company requires an employee to obtain a certificate from a qualified medical practitioner as to the necessity for any absence from employment due to illness, after 3 days of such absence. The Company shall advise such employee of such requirement at the time the employee reports his absence to the Company
 - (e) to determine the nature and kind of business conducted by the Company, to observe and comply with regulatory standards required by Health Canada, the kinds and locations of equipment and materials to be used, the control of materials to be used, the control of materials and parts, the methods and techniques of work, the schedules of work, number of personnel to be employed, the extension, limitation, curtailment or cessation of operations, and to

determine all other functions and prerogatives here before vested in and exercised by the Company which shall remain solely with the Company, except as specifically limited by the express provision of this Agreement.

ARTICLE 5

UNION COMMITTEES AND STEWARDS

- 5.01 The Company agrees to recognize the following committees of the Union to represent the employees for the purposes described herein:
- a) a negotiating committee comprised of not more than one (1) employee, selected by the Union, to act on behalf of the Union in negotiating a collective agreement, or renewal thereof, with the Company;
 - b) a grievance committee comprised of one (1) steward selected by the Union, to assist in the presentation of any grievance that may arise.
- 5.02 Steward and the members of the negotiating committee and grievance committee shall be employees who have acquired seniority.
- 5.03 The Union shall provide the Company in writing with the names of the employees on the negotiating and grievance committee, and of any subsequent change thereto. The Company shall not be obliged to recognize any steward until such notification has been received.
- 5.04 The stewards' functions shall in no way conflict with their duties to the Company. It is agreed that the stewards shall not leave their regular duties without receiving permission from their supervisors and, upon resuming their regular duties, they shall again report to their supervisor.
- 5.05 Stewards and members of the negotiating committee shall suffer no loss of regular pay for attendance at meetings with the Employer, exclusive of arbitration, when so authorized by their Supervisor, subject to operational requirements. A steward who needs to travel between locations to attend meetings will not be paid for such travel time nor for any cost associated with such travel.
- 5.06 Should the Union Staff representative wish to visit the Sault Ste. Marie or Timmins site in connection with Union business, he shall require the prior permission of the Area Manager, or designate. Such permission shall not be unreasonably withheld.
- 5.07 Should the Union Staff representative wish to visit the Greater Sudbury site in connection with Union business, he shall require the prior permission of the Area Manager, or designate. Such permission shall not be unreasonably withheld.

ARTICLE 6

GRIEVANCE PROCEDURE

- 6.01 The Company and the Union agree that it is the purpose of the grievance procedure to settle any complaints and disagreements concerning the employees, the Union and the Company, without, so far as is possible, resort to arbitration.
- 6.02 Should any difference arise between the Company and any of the employees as to the interpretation, application, administration or alleged violation of the provisions of the Agreement that cannot be satisfactorily adjusted an earnest effort shall be made to settle such difference in the following manner:

a) It is the mutual desire of the parties that complaints of employees shall be adjusted as quickly as possible, and it is agreed that the employee has no grievance until he has first advised the supervisor or designate of the details of the complaint and given him the opportunity of adjusting the complaint. Complaints must be brought to the attention of the supervisor or designate within ten (10) working days after the circumstances giving rise to it have occurred or ought reasonably to have come to the attention of the employee. Failing settlement within ten (10) working days following the date the complaint was presented by the employee, it then shall be taken up as a formal grievance in the following manner and sequence:

STEP ONE

The employee shall within five (5) days after the expiry of the ten (10) day period, with the assistance of his Steward, present his grievance in writing, on a form agreed upon by the Company and the Union, to his supervisor. If, a decision satisfactory to the employee is not given within five (5) days from the date when such grievance was presented, then:

STEP TWO

Within five (5) days after the decision of Step One has been or should have been given, the Steward shall present the written grievance to the Area Manager, or a person or persons designated by him to handle such matters at Step Two. The Area Manager, or his designate, shall schedule a meeting to be held within ten (10) days from the time when such grievance was presented to him, or his designate. At the Step Two meeting the employee shall be accompanied by his Steward and the Staff Representative, or his designate, and the Area Manager, or his designate, may be accompanied by Counsel and such other assistants as he so desires. The Area Manager, or his designate, shall give a decision in writing on behalf of the Company within five (5) days immediately following the date of such meeting.

- 6.03 Any grievance which arises directly between the Company and the Union concerning the interpretation, application, administration or alleged violation of the provisions of the Agreement, may be submitted in writing by either of the parties to the other, within ten (10) days of the occurrence of the matter giving rise to the grievance. The Area Manager, or his designate, shall schedule a meeting between the grievance committee, the Staff Representative and the Company representatives designated for that purpose, to be held within ten (10) days after notice has been given by either of the parties to the other. The decision of the party being grieved against shall be given in writing within ten (10) days following the date of such meeting.
- 6.04 a) Each step to be taken by the party who filed the grievance under the grievance procedure and any reference to arbitration shall be taken within the time limits set forth in Article 6 or Article 7 or the matter shall be deemed to have been abandoned. A step is deemed to have been taken when notice in writing is given by the party who filed the grievance.
- b) Where no written decision has been given or where no meeting has been convened within the time limits specified above, the grievance may be submitted to the next step of the foregoing procedure, including arbitration as outlined in Article 7.
- 6.05 Any and all the time limits set forth in Article 6 for the taking of action by either party or by an employee may be extended at anytime by mutual agreement of the parties in writing.
- 6.06 If the Company determines that an employee who has acquired seniority is to be discharged or suspended, it shall notify the employee concerned and the Union in writing.
- 6.07 If an employee who has acquired seniority believes that he has been discharged or suspended without just cause, the grievance shall be presented at Step Two within three (3) days after written notice has been given to such employee.

ARTICLE 7

ARBITRATION

- 7.01 In the event that either party desires to submit to arbitration a grievance that has not been settled under the provisions of Article 6, it shall notify the other party in writing within thirty (30) days from the decision of the Company under Article 6.02 a) Step Two or Article 6.03 or of the Union under Article 6.03, unless the parties agree in writing to extend such time limit.
- 7.02 In any case in which arbitration shall be required under this Agreement, the written notice, referred to in Article 7.01, shall contain the names of three (3) proposed arbitrators. The recipient of such notice shall, within ten (10) days of the receipt of the notice, agree to one (1) of the above mentioned proposed arbitrators or propose the names of three (3) different arbitrators in the written reply thereto. If the recipient of the notice, referred to in Article 7.01, fails to agree to the proposed arbitrators, or if the parties fail to agree upon an arbitrator within thirty-five (35) days from the date the matter was referred to arbitration under Article 7.01, the arbitrator shall be appointed by the Minister of Labour.
- 7.03 Each grievance submitted to arbitration shall be heard separately unless otherwise agreed to by the parties.
- 7.04 a) The arbitrator shall not have jurisdiction to amend, alter, modify or add to any of the provisions of this Agreement or to substitute any new provisions in lieu thereof, nor give any decision inconsistent with the terms and provisions of this Agreement.
- b) No matter may be submitted to arbitration which has not been properly carried through all previous steps of the grievance procedure.
- c) The decision of the arbitrator shall be final and binding on the parties.
- 7.05 Each of the parties will pay one-half of the fees and expenses of the appointed arbitrator.
- 7.06 Any and all time limits fixed by Article 7 for the taking of action by either party may be extended at any time by mutual agreement in writing of the parties.
- 7.07 Either Party may invoke the Expedited Arbitration Section under the *Ontario Labour Relations Act* at the time a grievance is submitted to arbitration under Article 7.01 of this Agreement

ARTICLE 8

DISCHARGE/SUSPENSION

- 8.01 a) A claim by an employee, that he has been disciplined, suspended or discharged without just and reasonable cause, shall be a proper subject for a grievance if a written statement of such grievance is lodged within five (5) working days after the employee receives notice.
- b) Any notice of disciplinary action which is intended to form part of an employee's employment record shall be given to the employee in the presence of a Union Steward (if possible) and in writing, with a copy given to the International Staff Representative.
- c) Any discipline notice will be removed from an employee's record after 18 months have elapsed from the date of occurrence.

ARTICLE 9NO STRIKE OR LOCKOUT

9.01 In view of the orderly procedure herein set forth for settling differences and grievances, the Company agrees that there will be no lock out of employees and the Union agrees that there shall be no strike, picketing, stoppage, slowdown or any other action which will interfere with work or production during the life of the Agreement and that no employee shall take part in, instigate or threaten any such strike, stoppage, slowdown or restriction of work. If any such action takes place, the Union agrees to immediately instruct the employees to immediately carry out the provisions of this Agreement and to return to work and perform their regular duties.

a) The meaning of the word 'strike' and the word "lockout" shall be as defined in *The Ontario Labour Relations Act, R.S.O. 1995*, as amended from time to time.

ARTICLE 10SENIORITY/LAYOFFProbation/Seniority

10.01 a) An employee will be considered on probation and will not be subject to the seniority provisions of this Agreement until he has actually worked a total of seventy-five (75) days with the Company in the six (6) month period immediately following the commencement date of his date of hire. Upon completion of such probationary period, the employee's name will be placed on the seniority list. It is understood that the release of a probationary employee shall not be the subject of a grievance or arbitration.

b) The seniority of an employee means the length of his continuous service with the Company since the date of his last hiring by the Company, except as expressly provided herein.

Part-time employees shall accrue seniority based on actual hours worked from date of hire and their seniority will be posted in hours.

10.02 Within thirty (30) days after the signing of the Agreement, the Company shall post a seniority list on the bulletin board showing the name and seniority of each employee (i.e. hiring date for FT and actual hours worked for FT). The seniority list will be brought up to date every twelve (12) months and a copy posted on the bulletin boards as provided herein. Upon request in writing, a copy will be given to the Union Staff Representative and to the Union Steward

10.03 An employee shall be automatically terminated and he shall lose his seniority standing, and his name shall be removed from the seniority list for any one of the following reasons:

a) Voluntarily quits the Company; or

b) Is discharged and the discharge is not reversed through the grievance procedure; or

c) Following a lay-off, fails to report within five (5) working days after being notified by the Company, by registered mail, at the last address recorded with the Company; or fails to advise the Company within two (2) calendar days, of his intention to report for work following receipt of such registered mail; or

d) Is absent for three (3) consecutive working days without notification to the Company; or

e) if the employee has been on layoff for a period in excess of twenty-four (24) consecutive months; or

f) Fails to return to work upon the termination of authorized leave of absence. This provision will not apply if the lateness has a cause deemed reasonable by the Company and the employee has notified his immediate supervisor of his anticipated lateness as soon as possible; or

- g) works for another employer while absent from his employment with the company except while on layoff, unless the Company grants a leave-of-absence to perform such other work; or
- h) uses an authorized leave-of-absence for a purpose other than that for which the leave was granted.

10.04 Seniority shall be retained and accumulated when an employee is absent from work under the following conditions:

- a) when on leave with pay;
- b) when a regular employee is in receipt of paid emergency leave or short term disability pay;
- c) when a regular full time employee is in receipt of WSIB compensation or is in receipt of LTD benefits for a period of thirty-six (36) months and has been declared unfit to perform the duties of any occupation (severance payment as per Appendix "B" shall apply) or is certified to return to work but fails to do so.
- d) when a regular part- time employee is in receipt of WSIB compensation for a period of thirty-six (36) months and has been declared unfit to perform the duties of any occupation (severance payment as per Appendix "B" shall apply) or is certified to return to work but fails to do so.
- e) when on pregnancy or parental leave, to a maximum of fifty-two (52) weeks.
- f) When an employee is assigned to a temporary position within the bargaining unit.

10.05 Seniority shall be retained but not accumulated when an employee is absent from work under the following conditions:

- a) When on an approved leave of absence without pay after 30 days;
- b) When on layoff up to twenty-four (24) consecutive months;
- c) An employee who transfers to a position outside the bargaining unit shall cease to accumulate seniority, but shall retain his accumulated seniority for the purpose of re-entry into permanent job vacancies in the bargaining unit at a later date. Upon re-entry into the bargaining unit, the employee will continue to accumulate seniority.

Layoff

- 10.06 a) In the event of a layoff, the Company shall layoff employees in reverse order of seniority within their location, separately by employment status (FT or PT) with PT employees being laid-off before FT, provided that those employees who remain on the job have the qualifications to perform the work.
- b) The Company will provide a minimum of two weeks notice or pay in lieu of notice to affected employees or in accordance with *the Employment Standards Act* and shall advise the Union of employees so notified.
- c) Each such displaced employee may then exercise his seniority by displacing a less senior employee in an equal or lower classification at his location, provided that he has the qualifications to perform the work available. Such employee will be given a reasonable period of orientation of up to four (4) days as determined by the Company.

Recall

- 10.07 a) Employees will be recalled in order of their seniority within their location and separately by employment status (FT or PT) with FT employees being recalled prior to PT from layoff to an available position in an equal or lower paying classification, provided they have the qualifications.
- b) The Company shall notify employees of a recall opportunity by registered mail to the last address on record with the Company. The notification shall state the position to which the employee is eligible to be recalled and the date and time that the employee shall report for work. The employee is solely responsible for her proper address being on record with the Employer.

- c) No new bargaining unit employee shall be hired until all employees on layoff have been given an opportunity to return to work and have failed to do so or the Company determines that the employee does not have the qualifications to perform the available work.

ARTICLE 11

POSTING OF VACANCIES/PROMOTIONS AND TRANSFERS

Postings of Vacancies

- 11.01 In recognition of the responsibility of the management for the efficient operation of the Company, it is understood and agreed that in cases of filling a vacancy, making demotions, promotions or layoffs and in case of recall after layoff, seniority shall prevail. However management reserves the right to pass over any employee, regardless of their seniority, who in the opinion of management does not possess the qualifications.
- 11.02 a) The Company shall post notice of all permanent job vacancies and all temporary jobs expected by the Company to last more than 60 calendar days coming within the scope of this Agreement, on the Company bulletin boards for a period of five (5) days before it is filled. At the Union's request, the parties shall discuss the means of continuing to fill such temporary job or other assignment until its completion.
- b) It is understood that the Company may fill a vacancy on a temporary basis until the vacancy is filled pursuant to this Article.
- c) Employees, or a Union representative on behalf of an employee who is temporarily away from work or who is on layoff, may make written application for such job vacancy within such five (5) day period, it being understood that the Company shall not be confined to the applicants in filling the vacancies unless they have the qualifications to do the job.
- d) Nothing shall preclude the Company from simultaneously advertising the job vacancy outside the Company's premises. Employees in the bargaining unit, will be given preference before external candidates are considered.
- e) The Company will post the name of the successful applicant, if any, within ten (10) calendar days from the expiry of the five (5) days posting period.
- f) On request from the Union Steward or his designate, in writing, the Company will give him the name of all applicants and a copy of the posting.

Promotions/Temporary Assignments

- 11.03 a) When an employee is promoted to a higher paid job, within the bargaining unit, he will receive the applicable higher rate of pay when he starts on the new job or after 30 calendar days following the awarding of such a job, whichever occurs first.
- b) An employee temporarily assigned to a another job classification to replace an employee who is absent for a period in excess of two (2) hours in a shift will receive the regular hourly rate of the job to which he is assigned, or the regular hourly rate of the job he previously held, whichever is the higher.
- c) At the completion of a temporary job or an assignment, the employee will return to his original job classification and rate of pay. A temporary job or assignment will cease when the employee starts his first shift on his regular job.
- d) The union agrees that the Company has the right to employ students and/or relief staff during the vacation period between April 1st to October 1st annually. It is understood that students so engaged shall be paid \$14.00 per hour

and Relief Staff shall be paid \$1.00 per hour less than the starting rate of the collective agreement. It is also understood that such students and relief staff will not acquire or will not be entitled to any seniority rights unless the contract extends beyond October 1st and that bargaining unit employees will be given preference for the filling of temporary higher-rated job vacancies before any students or relief staff are hired.

e) The Company agrees to post on the bulletin boards, as early as operationally possible, a letter stating the summer jobs it expects to have open during vacation periods.

f) The Company will advise the Union immediately when a student or relief employee becomes a probationary employee and the seniority of such person will be acquired as of the date the probationary period starts.

ARTICLE 12

LEAVE-OF-ABSENCE

- 12.01 The Company may grant a leave-of-absence without pay to an employee who has acquired seniority provided that:
- a) the employee gives notice in writing to his supervisor of his request for a leave-of-absence at least thirty (30) days prior to the proposed commencement of the leave-of-absence (except in case of emergency); and
 - b) the proposed leave-of-absence can be arranged without undue inconvenience to normal operations in the judgment of the Company.
- 12.02 The Company may grant leave-of-absence without pay to any employee who has acquired seniority for carrying out Union business, provided that:
- a) At least fourteen (14) days' notice in writing has been given to the Company, unless such notice is not possible; The Company can make arrangement to schedule or hire a replacement worker without significant inconvenience or expense;
 - b) No more than one (1) employee may be granted such leave at any one time; and
 - c) No such leave shall be granted for a duration of more than thirty (30) working days.
- 12.03 The Company shall notify the applicant in writing of its decision within fourteen (14) days after the request for a leave-of-absence under Article 12.01 was made by the employee to the Company. The decision for a request under Article 12.02 shall be given within a reasonable period of time following the request.
- 12.04 Bereavement Leave
It is agreed that in case of death in an employee's immediate family, that is:
- a) spouse (including same gender spouse) and child shall be granted up to a maximum of five (5) consecutive days' leave-of-absence with pay based on scheduled hours for those days for purposes of arranging and/or attending the funeral.
 - b) mother, father, step-child, step-parent or person who takes the place of a natural parent, sister, step-sister, brother, step-brother, grandparents, grandchild, spouse's grandparent or grandchild father-in-law, mother-in-law, son-in-law, daughter-in-law, the spouse of the employee's brother or sister or stepbrother or step-sister or any relative residing in the same household, the employee shall be granted up to a maximum of three (3) consecutive days' leave-of-absence with pay based on scheduled hours for those days for purposes of arranging and/or attending the funeral.
 - c) In case of the death of an employee's spouse's sister-in-law or brother-in law or step-sister-in-law or step-brother-in-law, or any other family member, the employee shall be granted one (1) day's leave of absence for scheduled hours on that day for justifiable absence.

12.05 Jury or Witness Duty

When an employee who has completed his probationary period is called upon to serve on a jury or as a subpoenaed witness, the Company shall pay the difference between the fee received for such service and the employee's regular straight time rate during such days of absence provided:

- a) the employee furnishes proof of service by a statement of earnings supplied by the Court;
- b) the employee notifies the Company of such service as soon as possible, but no later than forty-eight (48) hours prior to when he is to report;
- c) the employee returns to work if he is called and not kept, provided that it is possible to do so; and
- d) such duty falls on a regularly scheduled work day the employee would have worked.
- e) In the case of part-time employees leave with pay shall be limited to the employee's posted scheduled hours of work.

12.06 Employees shall be entitled to pregnancy and parental leave of absence in accordance with Provincial legislation.

12.07 Employees shall be entitled to ten emergency leave days per calendar year. Each calendar year, six (6) emergency leave days will be with regular pay. Up to a maximum of four (4) paid emergency leave days that have not been used during a given calendar year may be carried forward to the next calendar year allowing a total of 10 paid emergency leave days in that year.

ARTICLE 13

HOURS OF WORK AND OVERTIME

- 13.01 a) The regular work week for all full-time employees within the collective agreement shall be thirty-seven and one half (37.5) hours of work.
- b) The Company reserves the right to assign employees to an irregular work week and workday to meet its operational requirement.
- c) Part-time employees' weekly and daily hours will be as scheduled by the Company.
- 13.02 This Article is intended only to provide a basis for calculating time worked and shall not be a guarantee as to hours of work per day nor as to days of work per week, nor as a guarantee of working schedules.
- 13.03 Hours of work shall be deemed to:
- a) Include a paid rest period of fifteen (15) minutes during each block of 3.75 consecutive hours worked; and
 - b) Exclude an unpaid meal period of thirty (30) minutes during each block of more than five (5) consecutive hours worked.
- 13.04 The Company may require employees to work overtime. Overtime shall be distributed separately between full-time and part-time employees, with full-time employees given the first opportunity to accept overtime hours, among qualified employees normally performing the work, consistent with efficiency of operations.
- 13.05 All authorized hours worked in excess of forty (40) in any one (1) week or on a Saturday or a Sunday, shall be paid for at time and one-half (1.5) the employee's regular hourly rate of pay. Overtime rates shall be paid once only for hours worked and shall not be pyramided and will be paid under one provision only.

- 13.06 An employee who has worked overtime can request the time off with pay equivalent to the overtime payment in lieu of overtime pay and such request may be granted at the discretion of the Company. The time taken in lieu of the overtime payment must be mutually agreed upon.
- 13.07 Overtime rates shall not apply for hours worked as a result of a shift change made for an employee's convenience.
- 13.08 When an employee works at least two (2) hours' overtime, on any one day, the employee will be reimbursed for a meal upon submission of receipt.
- 13.09 When employees are required to lay-over out of town, the Company will reimburse such employee for meal and miscellaneous expenses at a daily rate of \$40 per day.
- 13.10 If an employee reports for work at the commencement of his regular shift without notification not to do so, he shall be paid the equivalent of four (4) hours' work at his regular rate, provided, if requested by the Company, the employee shall perform such work to which he may be assigned, and further provided that this obligation on the part of the Company shall not apply if the employee is returning to work following an absence without notifying the Company in advance.
- 13.11 When an employee is called in to work at times other than his regular hours of work, a minimum of four (4) hours' pay at the appropriate overtime rate shall be paid. This provision shall not apply if an employee's work on an assigned call-in commences one (1) hour or less before the start of his regular scheduled shift. Instead, he will receive the applicable overtime rate for the time worked before the commencement of his regular shift.

ARTICLE 14

ON CALL/CALL BACK

- 14.01 Employees agree to participate in the on-call rotation as scheduled by the Company.
 - a) Employees on call will receive a stand-by fee of \$30.00 per day for Monday to Friday and \$50.00 per day for Saturday and Sunday.
 - b) An employee who is scheduled to be on call and is recalled to work shall be paid at the appropriate overtime rate for all hours actually worked, or for four (4) hours at the appropriate overtime rate, whichever is greater for work performed on each call back. Should an employee complete the call back prior to the expiry of the four hour period, any additional call back required to be performed during this two hour period shall not be considered as a separate call back and the four hour minimum shall not apply. Furthermore, the minimum guarantee of four (4) hours shall not be applicable if the employee is called back to work within four (4) hours of the next scheduled shift.

ARTICLE 15 VACATION WITH PAY

- 15.01 a) An employee who commences active employment for the Company in a calendar year will be entitled to the following vacation hours with pay once accrued, to be taken in that calendar year:

| Month of Hire | Hours of Paid Vacation that may be taken in the remainder of the calendar year, once accrued |
|---------------|--|
| January | 75 |
| February | 75 |
| March | 67.5 |
| April | 60 |
| May | 52.5 |
| June | 45 |
| July | 22.5 |
| August | 0 |
| September | 0 |
| October | 0 |
| November | 0 |
| December | 0 |

b) These hours will be prorated accordingly if the employee is less than one full-time equivalent (FTE). One FTE is recognized as an employee who is scheduled to work 37.5 hours weekly. An employee in the active employment of the Company who works a standard work week of 37.5 hours:

c) With less than five (5) years' continuous service as of December 31st will be entitled to the equivalent of 112.5 hours vacation with pay, once accrued.

d) With five (5) years' continuous service but less than 15 years' continuous service as of December 31st will be entitled 150 hours vacation with pay, once accrued.

e) With fifteen (15) years' continuous service or more as of December 31st entitled to 187.5 hours vacation with pay, once accrued.

f) With twenty-five (25) years' continuous service or more as of December 31 * entitled to 225 hours vacation with pay, once accrued.

g) An additional 37.5 hours of vacation with pay to be taken between the 10th anniversary and the 11th anniversary.

h) For a full-time employee whose has a standard work week other than 37.5 hours, the accrued hours of vacation with pay will be prorated accordingly.

15.02 Pay for vacation will be equivalent to the employee's current hourly rate for the number of hours of vacation taken. An employee's vacation pay will be paid at the time that he takes his vacation, in accordance with the normal payroll.

15.03 Vacations will be scheduled in accordance with the following procedure:

- Prior to February 1st of each year a list will be posted indicating the eligibility of each employee. The employees will then indicate their preferred time on the list.
- On or before March 1st of each year based on the employee's indicated preferences, the relative seniority of each employee and the operating requirements of the Company, the Company will determine the vacation schedule.
- On or before April 1st of each year The Company will post the vacation schedules.

Vacations which have not been scheduled as above, due to an employee not having indicated a preference, will be assigned in order of request, taking into account the operating requirements of the Company.

15.04 Upon termination of employment, any vacation monies accrued as of date of termination will be paid on the employee's final pay.

15.05 Part-time employees shall be entitled to 5% vacation pay on each pay and the provisions of Articles 15.01, 15.02 and 15.04 above shall not be applicable to such employees.

ARTICLE 16

PAID HOLIDAYS/FLOATER DAYS

16.01 Subject to Article 16.02 below, an employee who has completed his probationary period will receive the following statutory holidays with regular pay:

New Year's Day
Family Day
Good Friday
Victoria Day
Canada Day

Civic Holiday
Labour Day
Thanksgiving Day
Christmas Day
Boxing Day

- 16.02 In order to qualify for holiday pay, the employee must work:
- a) his full scheduled shift of each of his working days immediately preceding or immediately following the holiday concerned unless the employee has a reason satisfactory to the Company; or provides a note from a medical practitioner justifying the absence
 - b) during the holiday, if requested to do so, unless a reason satisfactory to the Company is provided.
- 16.03 Holiday pay will be computed at the regular hourly rate on the basis of the number of hours an employee would otherwise have worked had there been no holiday.
- 16.04 The paid holidays listed above will be observed on the day on which they occur, except that if such holiday occurs on a non-working day, it will be observed on either the preceding Friday or the following Monday, at the discretion of the Company. The Company will provide the employees with as much notice as is practicable as to the day on which such holiday will be observed.
- 16.05 An employee who is required to work his regularly scheduled shift on a paid holiday will be paid at the rate of one and one-half (1.5%) times his regular straight time rate for hours worked in addition to his regular pay for the holiday.
- 16.06 In the event that a paid holiday falls within an employee's vacation period, he will be entitled, at his option to receive either one (1) day's pay based on his normal working hours at his regular straight time hourly rate or one (1) lieu day with regular pay to be scheduled upon agreement with the Company.
- 16.07 In addition to the holidays listed in 15.01 full time employees are entitled to one (1) float holiday in each calendar year.
- a) Such float holiday must be taken first before any accrued vacation is accessed by the employee. The float holiday may be combined with vacation days or taken separately at the employees written request and must be approved by the supervisor,
- 16.08 An employee who commences active employment for the Company in a calendar year will be entitled to the following floater day with pay to be taken in that calendar year:

| Month of Hire | # of Floater Days |
|---------------|-------------------|
| January | 1 |
| February | 1 |
| March | 1 |
| April | 1 |
| May | .5 |
| June | .5 |
| July | .5 |
| August | .5 |
| September | .5 |
| October | 0 |
| November | 0 |
| December | 0 |

- 16.09 Part-time employees and students and relief staff shall be paid 5% on each pay in lieu of paid holidays. An employee who is required to work his regularly scheduled shift on a paid holiday will be paid at the rate on one and one-half (1.5) times his regular straight time rate for hours worked. The provisions of Articles 16.01, 16.02, 16.03, 16.05, 16.06, 16.07, 16.08, shall not be applicable to such employees.

ARTICLE 17

WAGES

- 17.01 The Company agrees to pay and the Union agrees to accept for the term of this Agreement, the classifications and hourly wage rates therefore as set forth in Schedule "A" attached hereto, and forming part of this Agreement.
- 17.02 In the event that a new classification is created, or a present classification is changed to warrant an increase in the wage rate, the Company shall establish a rate for such classification and notify the Union of such rate. Should the Union disagree with the set rate they may file a grievance under the provisions of the collective agreement. Should the grievance proceed to arbitration the arbitrator shall be empowered to set a rate for the job.

ARTICLE 18

BENEFITS PROGRAM AND GROUP RETIREMENT SAVINGS PLAN

18.01 The Flex Benefits Program currently in place, which provides coverage for full-time employees who work a minimum of thirty (30) hours per week and who have completed any applicable qualifying period is as follows:

- (i) Medical
- (ii) Dental Plan
- (iii) Extended Health with prescription drug card
- (iv) Vision Care
- (v) Short Term Disability
- (vi) Long Term Disability
- (vii) Life Insurance
- (viii) Accidental Death and Dismemberment (AD&D)

The Company agrees to maintain the Group Registered Retirement Savings Plan in accordance with the terms and provisions of the Plan. Company contributions start after three (3) months of continuous service.

Contributions based on the employee's earnings are as follows:

| Employee: | Company: |
|-----------|----------|
| 0% | 2% |
| 1% | 3% |
| 2% | 4% |
| 3% | 5% |

18.02 The Company agrees to reimburse the cost of the first pair of prescription safety glasses and replacement safety lenses only, not more than once every two calendar years, if the employee requires prescription glasses and is a permanent employee who has completed the probationary period. The Company will replace broken safety glasses, or parts of safety glasses, provided they were broken on the job and the employee can demonstrate this was not the result of his carelessness or negligence.

ARTICLE 19

HEALTH AND SAFETY

- 19.01 The Company and the Union recognize the benefits to be derived from a safe and healthy place of employment. It is agreed that the Company, the employees and the Union will co-operate fully to promote safe work practices and health conditions.
- a) The Company will continue to make reasonable provisions for the safety and health of its employees during their working hours, subject to such improvements or changes deemed advisable by the Company from time to time.
- 19.02 Employees will observe all reasonable safety rules and regulations which may be prescribed by the Company and will wear all protective wearing apparel and devices supplied by the Company, and will work in a safe manner at all times.
- 19.03 The Company and the Union agree that if required under the Occupational Health and Safety Act a Health and Safety Committee in each location consisting of one (1) individual appointed by the Company and one (1) individual appointed by the Union will be established. The function of this Committee shall be to advise Management on the promotion of safety and health.
- 19.04 On the request of the Union Steward and/or Local 2020 Workers Compensation representative, in writing, the Company will provide copies of Workers' Compensation Board accident reports.
- 19.05 Employees in the classifications described in Appendix "A" shall wear uniforms as prescribed therein at all times while at work. It is understood that employees wearing such uniforms are representative of the Company and appropriate standards of conduct are expected. The uniforms are only to be worn while the employee is working or while the employee is in transit between his home and work.
- 19.06 Work wear shall remain the property of the Company and shall be returned upon termination of employment.
- 19.07 Pay on day of Injury
- An employee injured at work will be paid on the basis of his regular hourly rate for the time lost in having such injury attended to, provided he returns to work on the same shift. If the injury is such that the employee cannot return to work on the same shift, he will be paid on the basis of his regular hourly rate for the remainder of such shift.
- 19.08 Subject to the OH&S legislation, if an employee has reason to believe that any work, workplace, equipment or machinery is likely to cause a danger to himself, another worker or another person, the employee has a right to refuse to perform the work or to operate the machinery.

An employee shall not be disciplined or suspended without pay for exercising such a right.

ARTICLE 20

BULLETIN BOARD

- 20.01 The Company will provide the Union with one (1) bulletin board for the posting of Union notices.
- (a) All notices posted shall bear the signature or initial of the President of the local or designee.
- (b) Furthermore, the Company reserves the right to remove material objectionable or damaging to the Company following discussions with the Union Steward.

ARTICLE 21

COPIES OF AGREEMENT

- 21.01 a) The Employer shall supply sufficient hard copies of this agreement in English in photocopied at the employers' expense, to the Union on or before June 1st, 2014. The Union and the Employer will cooperate in the distribution of copies of the collective agreement to all employees in the bargaining unit.
- b) The Employer shall provide the Union with two electronic versions of this agreement in English no later than six (6) weeks following the signing of the agreement in both Word and PDF formats. The PDF file will be a searchable file and will include a completed signature page.

ARTICLE 22

UNION SECURITY

- 22.01 As a condition of employment, all employees covered by this Agreement authorize the Company to deduct from their pay union dues, initiation fees and assessments. The Company shall deduct Union dues including, where applicable, initiation fees and assessments, on a monthly basis, from the total earnings of each employee covered by this Agreement. The amount of dues shall be calculated in accordance with the Union's Constitution.
- 22.02 All dues, initiation fees and assessments shall be remitted to the Union forthwith and, in any event, no later than fifteen (15) days following the last day of the month in which the remittance union dues was deducted. The remittance shall be sent to the International Secretary-Treasurer of the United Steelworkers, P.O. Box 9083, Commerce Court Postal Station, Toronto, Ontario, M5L1K1 in such form as shall be directed by the Union to the Company along with a completed Dues Remittance Form R-115, which shall be forwarded to the Company by the Union in advance. A copy of the Dues Remittance Form R-115 will also be sent to the Local union office designated in writing on official union letter head by the area coordinator.
- 22.03 The Union shall indemnify and save the Company harmless against all claims or other forms of liability that may arise out of any actions taken by the Company in compliance with this article.
- 22.04 The remittance and the R-115 form shall be accompanied by a statement containing the following information:
- a) A list of the names and addresses of all employees from whom dues were deducted along with their hours worked, gross pay, and the amount of dues deducted.
- b) A list of the names of all employees from whom no deductions have been made and reasons.
- 22.05 The company, when preparing T4 slips, will enter the amount of union dues paid by the employee during the previous year.
- 22.06 The Company agrees to deduct from each pay the amount of \$0.02 per hour from the wages of all employees in the bargaining unit for all hours worked and, prior to the 15th day of the month following, to pay the amount so deducted to the "Humanity Fund" and to forward such payment to United Steelworkers National Office, 234 Eglinton Avenue East, Toronto, Ontario M4P1K7, and to advise in writing both the Humanity Fund at the aforementioned address and the Local Union that such payment has been made, the amount of such payment and the names of all employees in the bargaining unit on whose behalf such payment has been made. It is understood and agreed that participation by any employee in the bargaining unit in the program of deductions set forth above may be discontinued by any employee in the bargaining unit after the receipt by the Company and the Local Union of the employee's written statement of his/her desire to discontinue such deductions from his/her pay.

ARTICLE 23

DURATION/EFFECTIVITY OF CHANGES

- 23.01 The Agreement shall be effective from April 30, 2014 to April 30, 2017. Notice shall be given by the Union within the period of 90 days prior to the expiry of the Agreement and shall stipulate which Articles of the Agreement are proposed to be modified, amended or terminated.
- 23.02 All changes shall take effect on the date of signing of this Agreement unless herein otherwise stated under specific Articles.

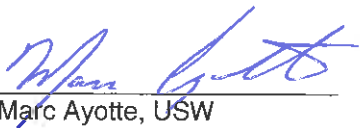
Dated at _____, Ontario on the ____th day of _____ 2014

On behalf the Company

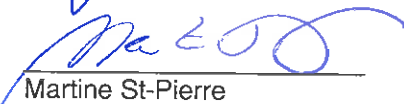
On behalf of the Union



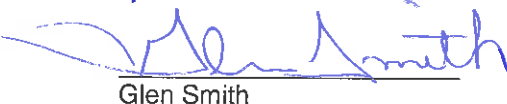
Julieanne Arthur



Marc Ayotte, USW



Martine St-Pierre



Glen Smith



Angela Rozenveld

SCHEDULE "A" Effective April 30, 2014 until April 29, 2015

| Position | Class of Driving License | START | 1-2 YEARS | ≥2 YEARS |
|--|--------------------------|-------|-----------|----------|
| Medical Gas Driver (MGD) & Fill Plant Operator (FPO) | DZ | 20.58 | 21.46 | 23.36 |
| | GZ | 20.28 | 21.18 | 22.05 |
| | G | 20.00 | 20.88 | 21.76 |

Effective April 30, 2015 to April 29, 2016

| Position | Class of Driving License | START | 1-2 YEARS | ≥2 YEARS |
|--|--------------------------|-------|-----------|----------|
| Medical Gas Driver (MGD) & Fill Plant Operator (FPO) | DZ | 21.09 | 22.00 | 23.94 |
| | GZ | 20.79 | 21.71 | 22.60 |
| | G | 20.50 | 21.40 | 22.30 |

Effective April 30, 2016 To April 29, 2017

| Position | Class of Driving License | START | 1-2 YEARS | ≥2 YEARS |
|--|--------------------------|-------|-----------|----------|
| Medical Gas Driver (MGD) & Fill Plant Operator (FPO) | DZ | 21.62 | 22.55 | 24.54 |
| | GZ | 21.31 | 22.25 | 23.17 |
| | G | 21.01 | 21.94 | 22.86 |

1. When an employee is temporarily transferred for in excess of one (1) full shift to another classification, then the employee shall continue to receive his current hourly rate, unless the classification he is transferred to has a higher hourly rate, in which case he shall be compensated at the hourly rate of such classification.
2. When an employee successfully upgrades the class of his or her driving license the increase to the hourly rate will be effective immediately in accordance with service and seniority. Reimbursement for such an upgrade will be covered under the Company Tuition Aid Policy. The Company agrees to reimburse the license renewal fee as required for a DZ class license.
3. The anniversary dates for the purpose of determining salary increases contained in Schedule "A" of this Agreement shall be based on the date of the full-time employee's commencement of current service with the Company and will given to the employee on that date.
4. In the case of part-time employees an anniversary increment will be provided upon the completion of 1,950 hours actually worked.

APPENDIX "A"

Bargaining Unit Employees will be provided with the following articles of clothing once they have completed the probationary period:

| Clothing Item | On Completion of Probation | Annually Thereafter |
|--|--|---|
| Safety Boots An FT employee who fails to complete the probationary period will be required to return safety boots to the Company. | 1 pair in accordance with season of hire A second pair will be provided at the change of season, if necessary | When it has been shown that a pair of safety shoes or boots have been made unsafe or unwearable, they will be replaced. |
| Jacket | 1 3 - in-1 jacket | Once every 2 years |
| Rain Gear | As requested | As necessary |
| Pants | 4 | 4 |
| Shirts | 5 | 4 |

Part-time employees and students will be provided clothing reflecting the number of scheduled hours per week. Until the probationary period has been completed employees will be provided with coveralls.

APPENDIX "B"

The Company and the Union, recognizing the concern of the employees as they might be affected by technological changes or by a partial or complete branch closure, have agreed to the following severance payment:

The Company agrees, when such changes are contemplated, to discuss such changes through the Union Management Committee and to give eight (8) weeks' notice to the Union, except if the partial or complete branch closure is caused by strike and/or lock-out.

The Company will make every reasonable effort, where practical, to retrain employees so affected.

Technological change means the introduction by the Company into the production process of new equipment or machinery of a type which was not previously used by the Company and which results in layoffs of employees.

If any employee is to have his employment terminated because of technological changes or because of a partial or complete branch closure, the Company shall pay severance pay to each permanent employee and part-time employee (on a pro-rated basis) whose employment has been terminated.

Such severance pay shall be in an amount equal to the employee's regular wages for a regular non-overtime work week multiplied by two multiplied by the number of years of service (inclusive of statutory amounts).

An employee entitled to severance pay may elect to be paid the severance pay forthwith or may elect to maintain the right to be recalled. Where the employee elects to be paid the severance pay forthwith, the employee shall be deemed to have abandoned the right to be recalled and will be terminating his employment relationship with the Company.

Contracting out shall not cause the layoff of any employee whose name appears on the seniority list as of the date of the signing of the memorandum of settlement for this collective agreement. Any permanent employee and part-time employee (on a prorated basis) hired after such date who is laid off due to contracting out will qualify for severance pay.

Severance pay shall not be payable to:

- a) An employee who refuses an offer by the Company of reasonable alternative employment within the Bargaining Unit.
- b) An employee who refuses to exercise his seniority rights to obtain reasonable alternative employment.
- c) An employee who has been guilty of willful misconduct or disobedience or willful neglect of duty that has not been condoned by the Company.

Any amount paid by virtue of this adjustment plan reduces any amount of severance pay or termination pay otherwise payable under existing or subsequently enacted legislation.

SENIORITY LIST USW LOCAL
2020 EFFECTIVE April 1, 2014

Sudbury

Robert Chretien - December 22, 2006

Gerry Lalonde - April 14, 2008

Glen Smith – January 14, 2013

Sault Ste. Marie

David Seguin - February 2, 2007

Timmins

Daniel Lapalme - December 15, 1992

John Peever April 14, 2014

Part-time Employees

Sault Ste. Marie

Leslie Smith - 5,474.50 hours

New Liskard

Peter McNaughton - 1,317.25 hours