

AGREEMENT

BETWEEN:

ROYCE METAL PRODUCTS LIMITED
Hereinafter called the "Company" of the first part

-AND-

**SHEET METAL WORKERS' INTERNATIONAL ASSOCIATION
LOCAL UNION #30 (PRODUCTION WORKERS)**
Hereinafter called the "Union"
of the second part

ARTICLE 1 GENERAL PURPOSE

1:01 The general purpose of this Agreement is to secure for the Company and the Union the full benefit of orderly and legal collective bargaining in respect to hours, wages and working conditions. To ensure, to the utmost extent possible, the safety and physical welfare of the employee, the economy of operation, the quality and quantity of output and the protection of property. This Agreement also seeks to provide for the fair and peaceful adjustment of all disputes that may arise between the parties hereto and all employees of the Company covered by this Agreement. The parties hereto agree to co-operate fully, individually and collectively, for the advancement of the conditions set forth herein.

ARTICLE 2 PERIOD

2:01 The Company and the Union agree, one with the other, that they will abide by the Articles of this Agreement from the 1st day of May, 2010 until the 30th day of April, 2030 inclusive, and from year to year thereafter unless either party desires to change or terminate this agreement, in which case the party desiring the change or termination shall notify the other party, in writing, within the period of ninety days prior to April 30th of that particular year, that such is its desire. Either party opening the Agreement in the manner provided above shall notify the other party in writing as to the changes desired.

ARTICLE 3 RECOGNITION

3:01 The Company hereby recognizes the Union as the sole and exclusive bargaining agent for all employees save and except foremen, persons above the rank of foremen, office staff, clerical staff, engineering staff and such employees who are covered by a current Collective Agreement between the Toronto Sheet Metal and Air Handling Group and the Sheet Metal Workers' International Association Local Union#30 and except

employees who are members of a group covered by the terms of subsisting collective agreement between the Company and a local of an International Union if such Local has a Certificate of Status on record with the Ontario Labour Relations Board.

ARTICLE 4 RECOGNITION

4:01 Every employee covered by this Agreement presently employed by the Company shall, from the effective date of the Agreement, as a condition of continued employment, become and remain a member in good standing of the Union, and every employee whose employment commences hereafter shall, upon the completion of ninety (90) working days from the commencement of his employment, as a condition of continued employment become and remain a member in good standing of the Union. Upon the completion of this ninety day period, every new employee will be required to authorize the Company in writing, to deduct monthly the regular union dues. The dues of every member in the bargaining unit will be deducted from the first pay in each calendar month and will be remitted to the Financial Secretary of the Union by the fifteenth (15th) day of the month together with a list showing the names of the employees on whose behalf the deductions were made and the amount of each deduction.

ARTICLE 5 NO STRIKES OR LOCKOUT

5:01 The Company agrees that it will not cause or direct any lockouts of its employees and the Union agrees with the understanding that to respect an authorized picket line will not be considered as a breach of this Agreement, there will be no strikes or other collective action which will stop or interfere with production and that if such collective action should be taken it will instruct its members to carry out the provisions of this Agreement and to return to work and perform their duties in the usual manner. The Union agrees that it will not involve any employees of the Company in the plant, covered by this Agreement, or the Company itself in any dispute which may arise between any other employer and the employees of such other Company.

ARTICLE 6 MANAGEMENT RIGHTS

6:01 The Union acknowledges that it is the exclusive function of the Company, subject always to the provisions of this Agreement, to hire, promote, demote, transfer, suspend, discharge or otherwise discipline any employee for cause, provided that a claim by any employee that he has been discharged or disciplined without reasonable cause may be the subject of a grievance and dealt with as herein provided.

6:02 The Union also acknowledges that the Company has certain other rights prominent among which, but by no means wholly inclusive are the rights to decide the number and location of its plants, their machines and tool equipment, the products to be manufactured, the methods of manufacture, the schedules of products and the general

control and direction of the business of the Company. It is further recognized by the Union that the Company may from time to time apply rules and regulations to be observed by the employees so as to assure proper direction, discipline and safety for the work force.

ARTICLE 7 STEWARDS AND COMMITTEES

7:01 The Company agrees that the Union may appoint and the Company will recognize a Steward and a Grievance Committee to consist of up to four employees one of whom shall be the Steward. In the interests of a sound relationship the Union agrees that this Committee, to be completely representative of the working force within the bargaining unit, shall consist of employees of each department in the plant. There shall also be a Steward appointed from the night shift.

ARTICLE 8 GRIEVANCE PROCEDURE

8:01 It is the mutual desire of the parties hereto that complaints of any employee, of the Union, or of the Company, the alleged circumstances of which occurred not more than 10 working days prior to this presentation, shall be adjusted as quickly as possible in the following manner:

- (a) Any question which an employee wishes to take up with the Company shall first be taken up with the Foreman or his representative and, failing a satisfactory settlement, the matter shall be deemed a grievance. The Employee may be accompanied by his Steward when taking up the matter with the Foreman or his representative. A decision shall be rendered by the Foreman within twenty-four (24) hours.
- (b) Failing settlement under the procedure in step "a", the matter shall be put in writing and signed by the employee concerned and taken up between the members of the Grievance Committee and the Plant Manager or his representatives, a decision shall be rendered within two (2) working days.
- (c) Failing settlement under step "b" the matter shall be taken up with the Union Representatives and the Plant Manager or his representative, a decision shall be rendered within two (2) working days.
- (d) Subsequent to step "a" in the Grievance Procedure, the International Representatives of the Union may be called into the procedure at the request of either the Company or the Grievance Committee.

8:02 If, after exhausting the grievance procedures under Section 8:01 of this Article 8:00 the grievance has not been satisfactory either party may notify the other party in writing of its desire to submit the difference to arbitration and the procedure shall be as follows:

- (a) The recipient of the notice shall within five (5) working days, contact the other party to attempt to agree on a mutually acceptable arbitrator.
- (b) If the recipient of the notice fails to contact the other party or if the two parties fail to agree on an arbitrator within five (5) days either party may request that an appointment be made by the Minister of Labour.
- (c) The Arbitrator shall hear and determine the difference and his decision shall be final and binding upon both parties and the employees or employee affected by it.
- (d) The Arbitrator shall not be authorized to alter, modify or amend any part of this Agreement nor make any decision inconsistent with the provisions of this Agreement.
- (e) The Parties to the Agreement shall share equally the cost of remuneration and the expenses of the Arbitrator chosen. The decision of the arbitrator shall not be unduly delayed.

ARTICLE 9 BULLETIN BOARD

9:01 A bulletin board will be provided by the Company and placed in a suitable location for the use of the Union to post notices relating to its meetings and other Union news. No notice shall be posted unless it has first been submitted to the Company. The Stewards name shall be posted on the Bulletin Board.

ARTICLE 10 DISCHARGE CASES

10:01 Employees when first hired shall be considered as probationary employees for a period of one hundred and eighty (180) working days and if they are discharged during this period they will not be entitled to file a grievance through the grievance procedure.

10:02 On temporary lay-off, employees shall be given record of employment for U.I.C. purposes.

10:03 On Hiring, members shall be notified regarding the dues structure, lay-off and recall procedure by the Steward.

10:04 In cases of sickness or accident, it is the employees responsibility to inform the Employer so the Employer can make out a record of employment for E.I and other benefits.

ARTICLE 11 SENIORITY AND PROBATIONARY EMPLOYEES

11:01 An employee will move up and down in their classification at the discretion of management.

- 11:02 In the event of layoff the Company will notify the Union of the names and rated classification of the employees laid off.
- 11:03 In all cases of increase or reduction of the working force the principle of seniority will apply so long as the application of this principle does not prevent the Company from maintaining a working force of employees who are qualified and willing to do the work which is available.
- 11:04 A persons seniority will be confined to his current job title, but not the current job classification.
- 11:05 Seniority rights of an employee shall cease if:
- (a) An employee quits or is discharged for justifiable cause.
 - (b) An employee had been paid Termination pay in the case of a lay-off.
 - (c) An employee is laid off and within three (3) days after receipt of a written notice to return to work sent to him by registered mail, fails to notify the Company of his intention to return to work.
 - (d) An employee fails to report for work within seven (7) calendar days after the notice to return to work has been mailed by registered mail to his last known address on the Company records.
 - (e) An employee, without just cause, fails to report following the expiration of a leave of absence.
 - (f) An employee is absent, without just cause, for a period of three (3) consecutive days.
- 11:06 Owners and family members of owners may work in the Plant at any time.

ARTICLE 12 SCHEDULES

12:01 Attached hereto and forming part of this Agreement are the following schedules:

- Schedule "A" - Wages and Job Classifications
- Schedule "B" - Hours of Work and Working Conditions
- Schedule "C" - Vacation with Pay

Mutually agreed and duly executed by the parties hereto this 12 day of 04, 2012.

SIGNED ON BEHALF OF
ROYCE METALS PRODUCTS LIMITED

SIGNED ON BEHALF OF
SHEET METAL WORKERS'
INTERNATIONAL ASSOCIATION
LOCAL UNION#30 (PRODUCTION)



RON ROSENTHAL

CHRIS PASWISTY



HENRY VERTOLLI

SCHEDULE "A"
WAGES AND JOB CLASSIFICATIONS

CLASSIFICATION	EFFECTIVE MAY 1, 2000
PRODUCTION SHOP 1SP	29.19
PRODUCTION SHOP PS 1	27.57
PRODUCTION SHOP PS 2	23.10
PRODUCTION SHOP PS 3	21.33
PRODUCTION SHOP PS 4	19.45
PRODUCTION SHOP PS 5	18.21
PRODUCTION SHOP HELPER	10.00 – 12.00
STUDENT	8.00 – 10.00

Note: Beginning May 1, 2015 and each year following, the company agrees to adjust each employees April 30th, hourly rate of pay as follows:

- By the annual change in the CPI for February to March as published in the monthly Statistics Canada CPI report for all of Ontario.
- The parties agree that the CPI adjustment up or down.

SCHEDULE "B"
HOURS OF WORK AND WORKING CONDITIONS

- B-1 The regular work week shall be from Monday to Friday inclusive.
- B-2 The regular working day shift shall be eight (8) hours work in the shop from Monday to Friday inclusive.
- B-3 The regular working hours shall be between 7:30 a.m. and 4:30 p.m. with a one half (1/2) hour lunch period. If mutually desired in any individual shop, minor changes may be made.
- B-4 When it is agreed that overtime is to be worked, each employee selected shall be notified of such overtime during the working hours of the day previous to the day the overtime is required.
- B-5 Overtime hours shall be all hours worked in excess of the regular forty (40) hours from Monday to Friday, inclusive.
- B-6 All overtime shall be paid at the rate of time and one-half (1 ½).
- B-7 On Sundays and legal holidays time and one-half shall be paid for all hours worked. The holidays are as follows:
- | | | |
|---------------|---------------|------------------|
| New Years Day | Civic Holiday | Good Friday |
| Labour Day | Victoria Day | Thanksgiving Day |
| Canada Day | Christmas Day | Boxing Day |
| Family Day | | |
- B-8 When shift work is required the regular shift hours shall be eight (8) hours each shift with a lunch break scheduled near the middle of the shift. A shift work premium of thirty-five (.35) cents per hour shall be paid for all regular shift hours worked.
- B-9 Shift work overtime shall be all hours worked in excess of eight (8) hours during any one shift and time and one-half (1 ½) shall be paid for all hours of overtime worked.
- B-10 No shift work shall be scheduled between 8:00 a.m. on Saturday and midnight on Sunday. All time worked during these hours shall be premium time and the overtime rates contained in Section "B-6" of this Schedule shall apply.
- B-11 A fifteen minute rest period shall be scheduled near the middle of any one half (½) shift that will last for three (3) hours or longer. Employees may have a coffee during the rest period if they desire to do so.

HOURS OF WORK AND WORKING CONDITIONS (cont'd)

- B-12 Four (4) hours work or four (4) hours pay, as the Company shall decide, shall be given to every employee who reports for his scheduled work shift, unless the failure to supply work was caused by conditions over which the Company had no control or the employee had been instructed not to report for work:
- (1) If the employee is working during regular hours he shall be notified the previous day, or
 - (2) If the employee is working shift work he shall be notified a minimum of four (4) hours before his shift is scheduled to start.
- B-13 Where the regular employment of the employee is such that he is likely to be exposed to head injury the employee shall provide himself with and shall wear a hat manufactured for the purpose of preventing such injury.
- B-14 Where the regular employment of the employee is such that he is likely to be exposed to foot injury, the employee shall supply himself with and shall wear footwear or a protective device manufactured for the purpose of preventing such injury. The Company shall have the sole right to decide whether such protective equipment is required.
- B-15 If an employee is instructed by the Company to acquire the protective head or foot equipment and fails or neglects to acquire them without undue delay, his superior, after consultation with the Shop Steward or Business Representative, shall dismiss the employee without prior notice. ("shall" is a mandatory requirement)
- B-16 The Company shall supply and the employee shall use, all other personal protective devices and clothing required to protect the employee from injury.
- B-17 Any employee, after being adequately instructed in the use of such protective devices and/or clothing, who by failure or neglect to use the protective devices and/or clothing supplied, exposes himself or others to injury by such failure or neglect, shall be subject to instant dismissal without prior notice. ("shall" is a mandatory requirement)
- B-18 Occupational Health and Safety Act to be complied with.
- B-19 The premises, tools and equipment of the Company shall meet, and shall be maintained so as to continue to meet the requirements of all legislation pertinent to the Company's industrial operation and no employee shall be required to work in any area or use any machines, tools or equipment contrary to or below the standards required by such legislation.

HOURS OF WORK AND WORKING CONDITIONS (cont'd)

- B-20 Without restricting the generality of the foregoing, the Company shall require that all supervisory personnel be supplied with a copy of the current Occupational Health and Safety Act and instruct them to do all in their power to maintain the whole industrial operation in compliance with its safety requirements.
- B-21 In the event that an employee is required and duly authorized by the Employer to use his personal automobile for company business, he will be compensated at the rate of 28 cents per mile. This mileage allowance will be paid only for miles travelled from shop to job site, job site to job site or job site to shop during working hours.
- B-22 The Company shall provide a supplement of \$8.00 towards the purchase of personal safety glasses. This provision to be under the control of the Company.
- B-23 All employees must comply with the Company's General Safety Rules and Plant Rules handbook. Any infraction shall be cause for immediate dismissal without prior notice at the sole discretion of the company. ("shall" is a mandatory requirement)

SCHEDULE "C"
VACATION WITH PAY

- C-1 Payment for vacation and holidays shall be ten per cent (10%) of gross earnings. Four per cent (4%) of which shall be identified as vacation pay and six per cent (6%) be identified as pay for statutory holidays. The vacation pay shall be paid weekly to each employee.

- C-2 The employee's holiday period will be scheduled by the Company, and if possible, will be granted during the months of July and/or August of each year.

- C-3 Employees will hand in Vacation request forms by January 15th of each year and the company will post the approved vacation schedule by April 30th of each year and shall make every effort to have each employee's holiday period fall during consecutive weeks.

- C-4 The Company may close the plant for the vacation period if it desires. If during such shut-down period a skeleton staff is maintained, the vacation of the employees who work during the shut-down period will be granted at a time mutually agreed.