



# **REMANUFACTURING** C O M P A N Y

Duration: April 3, 2004 – October 31, 2006

TRANSPORT, WAREHOUSEMEN AND ALLIED TRADES  
ASSOCIATION (CLAC), LOCAL 56  
Affiliated with the  
Christian Labour Association of Canada

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**COLLECTIVE AGREEMENT**

**BETWEEN:**           **O.E.M. REMANUFACTURING COMPANY INC.**  
hereinafter referred to as "the Employer"

**-AND-**

**TRANSPORT, WAREHOUSEMEN AND ALLIED TRADES  
ASSOCIATION (CLAC), LOCAL 56**  
**Affiliated with the Christian Labour  
Association of Canada**  
hereinafter referred to as "the Union"

**ARTICLE 1 - PREAMBLE**

1.01 O.E.M. Remanufacturing Company Inc. is dedicated to achieving the highest levels of customer satisfaction, validated by systematic feedback, through the consistent delivery of quality products and services while operating with a positive corporate culture, safe workplace conditions and respect for the environment.

The Employer's commitment is to provide the industry with competitively priced products that are consistently delivered on promised dates. While fulfilling the expectations of our customers, we are also committed to our Employees' welfare and training requirements.

Further, the Employer is focused on continually striving to improve the quality of the products and services we supply.

The parties acknowledge this objective can only be achieved when harmonious relationships exist between the Employer and the Employees.

It is recognized that the Employer, Employees and the Union share a common interest in the success of the business and agree to work together in a conscious effort to promote trust, respect and mutual well-being in the context of a team. It is the intent and purpose of this collective agreement to define certain respective rights and responsibilities and working conditions in support of that common interest.

Now therefore, the parties hereto agree as follows:

## **ARTICLE 2 - RECOGNITION**

- 2.01 The Employer recognizes the Union as the sole bargaining agent for all Employees in the bargaining unit as defined in Certificate Number 14 - 2003 issued by the Alberta Labour Relations Board, dated February 25, 2004.
- 2.02 This Agreement covers all Employees working in classifications listed in Schedule "A" attached, and such other Employees as the parties may agree to include.
- 2.03 This Agreement can be changed by any mutual agreement in writing between the parties.

## **ARTICLE 3 - MANAGEMENT RIGHTS**

- 3.01 The Union recognizes the right of the Employer to operate and manage its business in all respects, subject only to express restrictions contained in this agreement. This will include, but will not be limited to:
- a. the right: to maintain order, discipline and efficiency; to make, alter and enforce rules and regulations, policies and practices, to be adhered to by its Employees.
  - b. the right: to select, hire and direct the work force; to transfer, assign, promote, demote, classify, temporarily lay off, recall and suspend Employees; to determine the competency and qualification of Employees; to select and retain Employees for positions excluded from the bargaining unit.
  - c. the right: to operate and manage the Employer's business in order to satisfy its commitments and responsibilities. The right to determine the kind and location of business to be done by the Employer, the direction of the working forces, the scheduling of work, the number of shifts, the methods, processes and means by which work is to be performed, job content, quality and quantity standards, the right to use improved methods, machinery, and equipment, the right to determine the number of Employees needed by the Employer at any time and generally, the right to manage the business of the Employer, and to plan, direct and control the operations of the Employer, without interference.

- 3.02 The Parties recognize and agree that the methods of operation of the Employer's affairs and processes involves persons in positions which are excluded from the scope of the certified bargaining unit doing work identical to that within the scope of the bargaining unit. It is not the intent of the Employer to erode the bargaining unit by moving work from the bargaining unit to out-of-scope Employees.

#### **ARTICLE 4 - UNION REPRESENTATION**

- 4.01 For the purpose of representation with the Employer, the Union will function and be recognized as follows:
- a. The Union has the right to select or appoint Stewards to assist Employees in presenting any complaints or grievances to representatives of the Employer and to enforce and administer the Collective Agreement. The number of Stewards will not exceed two (2) per shift to a maximum of six (6). The Union will advise the Employer, in writing, of the names of the Stewards.
  - b. Duly appointed Representatives of the Christian Labour Association of Canada are representatives of the Employees in all matters pertaining to this Agreement, particularly for the purpose of processing grievances, negotiating amendments to and renewals of this Agreement and enforcing the Employees' collective bargaining rights as well as any other rights under this Agreement and under the law. Union Stewards will not act in this capacity. The Union will advise the Employer, in writing, of the names of its duly appointed Representatives.
- 4.02 The Union acknowledges that Stewards have regular duties to perform as Employees of the Employer and those Employees will not leave their regular duties for the purpose of conducting business in connection with the administration of the Agreement or the investigation or presentation of grievances, without first obtaining the permission of their immediate Supervisor. Such permission will not be unreasonably withheld, and the Employer will pay Stewards at their regular hourly rate for time spent attending to such duties during their regular scheduled working hours.
- 4.03 Representatives of the Union will have access to visit job sites during normal working hours subject to the following:
- a. Permission will first be obtained from the Employer. Such permission will not be unreasonably withheld.
  - b. The Union Representative will identify himself to the Supervisor upon arriving at the workplace.

- c. In no case will the Union Representative interfere with the progress of work.
- 4.04 The Union has the right to appoint three (3) members to a negotiating committee. Employees on the committee will be paid their basic rate of pay for all hours spent negotiating a Collective Agreement up to a maximum of sixty (60) hours whenever this takes place during the regular working hours of the Employee. Members of the negotiating committee, meeting with the Union in preparation for negotiations will be granted reasonable time off without pay.
- 4.05 Neither the Employer nor the Union will compel Employees to join the Union. The Employer will not discriminate against any Employee because of Union membership or lack of it, and will inform all new Employees of the contractual relationship between the Employer and the Union. Before commencing work, any new Employee will be referred by the Employer to a Steward or a CLAC Representative in order to give such Steward or CLAC Representative an opportunity to describe the Union purpose and representation policies to the new Employee. Stewards will be granted fifteen (15) minutes of paid time at regular rates for this purpose.
- 4.06 The Union agrees that it will make membership in the Union available to all Employees covered by this Agreement on the same terms and conditions as are applicable to other members of the Union.
- 4.07 The Union has a conscientious objection policy for Employees who cannot support the Union with their dues for conscientious reasons, as determined by the Union's internal guidelines on what constitutes a conscientious objection.
- Employees with such a conscientious objection to supporting the Union may indicate this to the Union in writing, and successful applicants will have the amount equal to Union dues sent to a charitable organization.
- 4.08 The Employer agrees to provide adequate space, in a permanent location acceptable to the Union, for a bulletin board. The Union agrees to remove material which the Employer considers objectionable.

## **ARTICLE 5 - STRIKES AND LOCKOUTS**

- 5.01 During the term of this Agreement, or while negotiations for a further agreement are being held, the Union will not permit or encourage any strike, slowdown, or any stoppage of work or other restriction or interference with the Employer's operation through the Employees in the bargaining unit, and the Employer will not engage in any lockout of its Employees or reduce hours except for business requirements.

## **ARTICLE 6 - DUES CHECK OFF**

- 6.01 The Employer is authorized to and will deduct from each Employee's pay the amount equal to the Union dues, and where applicable, an amount equal to Union dues arrears or Union initiation fees, effective from the start of employment. Such deductions will be a condition of employment and will be an amount set by the CLAC National Convention.
- 6.02 The total amount deducted will be turned over to the Union's provincial office each month, within two (2) weeks of period end, together with an itemized list of the Employees for whom the deductions are made, the amount deducted for each, and the Employee's identification number. The Union and the Employee agree that the Employer will be saved harmless for all deductions and payments so made.
- 6.03 The Union will promptly notify the Employer, in writing, over the signature of its designated officer, the amount of the deduction to be made by the Employer for regular Union dues and initiation fees. The Employer will have the right to continue to rely on such written notification from the Union.
- 6.04 The Employer will provide the Union with information regarding job classification changes and terminations. The name, address, date of hire, and classification of new Employees will be provided to the Union once monthly. A list of Employees ranked according to classification and showing the Employee's rate of pay, will be forwarded to the Union twice yearly.

## **ARTICLE 7 - PROBATIONARY PERIOD**

- 7.01 While on probation, Employees may be discharged by the Employer without recourse to the grievance or arbitration sections of this Agreement. Upon request from the Union Representative, the Human Resources Representative will discuss the reason for the probationary Employee's release.
- 7.02 A newly hired regular Employee will serve a probationary period of six (6) calendar months. The Employer will complete a performance appraisal after three (3) months with another appraisal at the end of the six (6) month period.
- 7.03 Hours worked as a temporary Employee will not count toward completion of a probationary period.
- 7.04 Each full day of absence from work for any reason during the probationary period will extend the probationary period by one (1) day.

- 7.05 Notwithstanding Article 7.02, the probationary period may be extended by mutual agreement in writing between the Employer, the Union, and the Employee. However, the total probationary period will not exceed twelve (12) months. Prior to the extension of a probationary period, the Employer will complete a performance appraisal, outlining areas where the Employee must demonstrate improved performance.

## **ARTICLE 8 – DEFINITION OF EMPLOYEE**

- 8.01 Regular Employee means a person employed in the services of the Employer covered under the terms of this Agreement and whose employment is expected to continue indefinitely, subject to terminating action by either the Employer or the Employee.
- 8.02 Regular part-time Employee means a regular Employee who works less than forty (40) hours per week. Regular part-time Employees will be entitled to compensation on a pro-rated basis under the terms of this Agreement unless the Employer provides otherwise or the parties agree otherwise.
- 8.03 Temporary Employee means a person hired with the expectation that their employment will be temporary, or to carry out casual work assignments. Temporary Employees will be covered under the terms of this Agreement except for:

Article 7 – Probationary Period

Article 13 – Annual Vacations and Vacation Pay

Article 14 – Length of Service

Article 15 – Lay Off and Termination of Employment

Article 16 – Recall

Article 18 – Technological and Mechanical Change

Article 20.02 and Article 20.04 – Tools and Equipment

Article 22 – Benefit Plans

Article 24 – Pay Provisions for Employees Absent from Duty

Article 27 – Grievance Procedure and Article 28 Arbitration will not apply in the event of termination of employment. The Employer is entitled to cease using a temporary Employee in its discretion at any time.

Temporary Employees will receive four percent (4.0%) in addition to their basic hourly wages on each pay in lieu of the provisions in Article 13 – Annual Vacation and Vacation Pay.

## **ARTICLE 9 - WAGES AND RATES OF PAY**

- 9.01 The minimum hourly scale of wages applicable to various job classifications is set out in Schedule "A", attached hereto and made part hereof.
- 9.02 Additional classifications may be established by the Employer during the term of this Agreement, and the wage rates for those new classifications will be subject to negotiations between the Employer and the Union.

## **ARTICLE 10 - HOURS OF WORK AND OVERTIME**

It is recognized that the business of the Employer is conducted twenty-four (24) hours per day, seven (7) days per week, and Employees will be scheduled to work shifts to accommodate the demands of business.

- 10.01 Normal hours of work for full time Employees will be forty (40) hours per week, and eighty (80) hours per pay period. The Employer may institute a compressed work week.
- 10.02 An Employee who reports to work when scheduled without having been notified that there is no work available, and who is sent home because of lack of work, will receive a minimum of three (3) hours pay for that day.
- 10.03 An Employee who commences work and is prevented from completing their scheduled shift because of a lack of work will receive a minimum of four (4) hours pay for that day.
- 10.04 All hours worked in excess of the scheduled daily hours (in the case of full time Employees), or more than eight (8) hours per day for all other Employees, and all hours worked in excess of forty (40) hours per week will be paid at the overtime rate of time-and-a-half (1.5 x) their basic hourly rate of pay.
- 10.05 Employees who report to work as a result of a call out to work by their Supervisor will be paid for a minimum of three (3) hours. Any subsequent return to work within two (2) hours of the first call out will be considered part of the first call out.
- 10.06 When an Employee's shift cycle is changed without thirty-six (36) hours notice, the Employee will receive a premium of one half times their basic hourly rate for each hour worked on the first changed day of that shift cycle. This premium would not apply to the second or subsequent shifts in the changed shift cycle.

- 10.07 Employees who have completed their scheduled shift and are required to commence their next shift within a ten (10) hour period from the end of the previous shift will be paid a premium of one half times their basic hourly rate for all hours worked prior to the expiry of the ten (10) hour interval in addition to overtime pay that might be payable.
- 10.08 Employees will receive a Shift Premium of one dollar and twenty-five cents (\$1.25) per hour for all hours worked on a shift where half or more of the hours of that shift fall between 6:00 P.M. and 4:00 A.M. This premium will not be considered part of the basic rate of pay, and will not be payable when the Employee is working daily overtime. It will not be included when calculating an Employee's daily overtime rate of pay.
- 10.09 Employees who are designated by the Employer to be On-Call during their scheduled days off, and therefore expected to be readily available to respond to any request to report to work will receive a flat fee of twenty dollars (\$20.00) per day for each day they are so designated.

#### **ARTICLE 11 - REST AND MEAL PERIODS**

- 11.01 Employees will receive an unpaid, uninterrupted meal period of thirty (30) minutes in each shift, to be scheduled by the Employer as close to the middle of the shift as possible.
- 11.02 Employees will receive two (2) scheduled fifteen (15) minute paid rest periods in each shift, one before the meal break and one after the meal break.
- 11.03 Employees will receive a paid fifteen (15) minute rest period between their regular scheduled hours and the commencement of daily overtime.
- 11.04 Employees working more than two (2) hours, but less than five (5) hours overtime on a scheduled day off will receive a paid fifteen (15) minute rest period. When working five (5) hours or more, the Employee will receive an unpaid meal period of thirty (30) minutes. For periods of eight (8) hours or more the Employee will receive meal and rest periods in accordance with 11.02 and 11.05.
- 11.05 Employees working overtime for a period that exceeds two (2) hours following their regularly scheduled shift will be eligible to receive an unpaid meal break of thirty (30) minutes as well as a meal allowance of ten (\$10.00) dollars.

**ARTICLE 12 - GENERAL HOLIDAYS & HOLIDAY PAY**

12.01 When a General Holiday falls on an Employee's regular scheduled shift, and if the Employee has been employed for a minimum of thirty (30) calendar days and has worked their regularly scheduled shifts immediately preceding and immediately after the holiday, they will be compensated at their regular basic rate of pay (eight (8) hours) for the following holidays.

General Holidays

New Years Day	Labour Day
Family Day	Thanksgiving Day
Good Friday	Remembrance Day*
Victoria Day	Christmas Day
Canada Day	Boxing Day

\*Remembrance Day may be observed on another day in proximity to Christmas or New Years Day in lieu of November 11<sup>th</sup>.

- 12.02 Holiday pay, as outlined in Article 12.01 will not apply to premium or bonus payments. It will not be included when calculating an Employee's overtime rate of pay.
- 12.03 Employees who are required to work on one of the designated holidays in Article 12.01 will receive overtime pay for all hours worked in addition to the holiday pay.
- 12.04 The Employer will give advance notice as to which of the above statutory holidays the operation will remain closed. Notice will be posted two (2) weeks prior to closing to enable advance scheduling of the persons assigned to be On-Call.
- 12.05 Compensation for General Holidays will be recognized as eight (8) hours of paid time off for each designated full day. Employees will be compensated as follows for General Holidays:
- a) Eight (8) hour shift - scheduled work day; If the General Holidays falls on an Employee's regularly scheduled eight (8) hour work day the Employee will be granted the day off with eight (8) hours pay.
  - b) Eight (8) hour shift – scheduled day off. If the General Holiday falls on an Employee's regularly scheduled day off the Employee will be granted eight (8) hours pay.
  - c) Compressed work week – scheduled work day; If the Employee is working a compressed work week shift (more than 8 hours per day), and the General Holiday falls on the Employee's regularly scheduled shift, the Employee will be granted the day off with eight (8) hours pay.

- d) Compressed work week – scheduled day off; If the Employee is working a compressed work week shift (more than 8 hours per day) and the General Holiday falls on the Employee's regularly scheduled day off the Employee will be granted eight (8) hours pay.

12.06 From time to time the Employer may elect to recognize a General Holiday on a day other than the day it is officially recognized. In the event a General Holiday that officially falls on a weekend is scheduled to be recognized on either the preceding Friday or following Monday, Employees working a normally scheduled weekend shift will have their shift rescheduled to ensure they receive the same number of consecutive days off they otherwise would have received had the General Holiday been recognized on the weekend.

### **ARTICLE 13- ANNUAL VACATIONS & VACATION PAY**

13.01 The vacation year will run from January 1<sup>st</sup> to December 31<sup>st</sup> . Employees with less than one full year of employment as of January 1<sup>st</sup> will have their vacation time credits pro-rated.

13.02 Employees who are absent for any reason other than vacation leave will cease to earn vacation credits during that period of absence and will have their vacation entitlement pro-rated in accordance with Article 13.01.

13.03 Regular Employees who have completed the required years of continuous service will be entitled to vacation in accordance with the following schedule, with effect on January 1<sup>st</sup> of the following year.

- a) During the first (1<sup>st</sup>) year up to and including the fourth (4<sup>th</sup>) year of employment, an Employee will earn two (2) weeks (Eighty (80) hours) of paid vacation;
- b) During the fifth (5<sup>th</sup>) year, up to and including the ninth (9<sup>th</sup>) year of employment, an Employee will earn three (3) weeks (one hundred and twenty (120) hours) of paid vacation;
- c) During the tenth (10) year and subsequent years of employment, an Employee will earn four (4) weeks (one hundred and sixty (160) hours) of paid vacation;
- d) After completion of an Employee's 20<sup>th</sup>, 25<sup>th</sup>, 30<sup>th</sup>, and 35<sup>th</sup>, years of service, an Employee will receive on a one-time basis, one (1) supplementary week of paid vacation.

13.04 At the time of hire, the Employer can in their sole discretion recognize prior experience as credit for service for the purposes of vacation entitlement.

- 13.05 A vacation request list will be posted in March of each year. All requests for vacation will be subject to the approval of the Employer.
- 13.06 Vacation time may not be accumulated from year to year without prior approval from the Employer.
- 13.07 Employees whose employment ceases for whatever reason, will be paid for all earned and outstanding vacation pay entitlement up to and including the last day worked.
- 13.08 Supplementary vacation entitlements are to recognize significant employment anniversaries. These vacation credits are in addition to the normal vacation entitlement on a one time basis and will not form part of the normal entitlement.

#### **ARTICLE 14 - LENGTH OF SERVICE**

- 14.01 Length of service when referred to in this Agreement will mean the total number of months employed from the last date of hire.
- 14.02 The Employer will maintain up-to-date lists of Employees' service dates and will provide them to the Union when requested.
- 14.03 Any rights associated with length of service will cease for an Employee who:
- a) voluntarily terminates his/her employment;
  - b) is discharged and such discharge is not reversed through the Grievance Procedure;
  - c) fails to report on the first day following the expiration of an approved leave of absence, except by mutual agreement or reasonable cause;
  - d) is laid off for a continuous period of one (1) year;
- 14.04 Employees promoted out of the bargaining unit will retain their length of service for one (1) year or such longer period that may be agreed to with the Union, provided they remain employed with the Employer.

**ARTICLE 15 - LAY OFF AND TERMINATION OF EMPLOYMENT**

15.01 When the Employer deems it necessary to reduce the workforce they will give the Union one (1) week notice when that is feasible. For example, this notice will not be required when equipment failure, shortage of material, or other reasons beyond the control of the Employer cause a stoppage of operations.

15.02 The Employer agrees to notify the Union of the names of Employees laid off within the pay period of the date during which the layoff occurred, together with the Employee's classification and latest available phone number.

15.03 In the event that an Employee's job becomes redundant or reclassified to a lower job grade and the Employee's rate of pay is reduced for any reason such as:

- 1) Contracting out of work
- 2) Sale of division
- 3) Technological or mechanical change

then the severance provisions of Article 15.04 will apply. Employees who wish to be retained will be offered a meeting between the Union and the Employer to discuss employment options.

15.04 Employees are subject to temporary layoff for up to sixty (60) days in accordance with the Employment Standards Code. In the event that a lay-off is expected to be sixty (60) days or more or if the temporary lay-off becomes sixty (60) days or more, the Employer will provide severance pay in accordance with the following formula:

One (1) week's pay	- Three (3) months to one (1) year's service
Two (2) week's pay	- One (1) year to three (3) years' service
Three (3) week's pay	- Three (3) years up to four (4) years' service
Four (4) week's pay	- Four (4) years up to six (6) years' service
Six (6) week's pay	- Six (6) years up to eight (8) years' service
Eight (8) week's pay	- Eight (8) years up to ten (10) years' service
Ten (10) week's pay	- Ten (10) years up to twelve (12) years' service
Eleven (11) week's pay	- Twelve (12) years up to fourteen (14) years' service
Twelve (12) week's pay	- Fourteen (14) years up to sixteen (16) years' service
Thirteen (13) week's pay	- Sixteen (16) years up to eighteen (18) years' service
Fourteen (14) week's pay	- Eighteen (18) years up to twenty (20) years' service
Fifteen (15) week's pay	- Twenty (20) years up to twenty-two (22) years' service
Sixteen (16) week's pay	- Twenty-two (22) years up to twenty-five (25) years' service
Seventeen (17) week's pay	- Twenty-five (25) years or more service

15.05 Severance pay will be paid to an Employee in the event of termination of employment when it is without just cause, in accordance with the schedule in Article 15.04.

15.06 There will be no termination of employment because of grounds prohibited by the Employment Standards Code, Labour Relations Code or Human Rights, Citizenship and Multiculturalism Act.

#### **ARTICLE 16 - RECALL**

16.01 Employees will be notified of recall either in person, by telephone or by regular mail. A copy of the recall notice will be presented to the Union. It is the responsibility of the laid off Employees to keep the Employer informed of their current address and telephone number if they wish to be considered for recall.

16.02 Any Employee laid off and recalled for work must return within (2) calendar days after receipt of notice of recall when unemployed and within seven (7) calendar days when employed elsewhere, or make definite arrangements with the Employer to return to work at a time which is acceptable to the Employer or the Employee's rights to recall are forfeited

#### **ARTICLE 17 - JOB POSTING**

17.01 It will be the objective of the Employer to promote from within wherever possible.

17.02 Job postings for positions covered by this Collective Agreement will be posted for five (5) days, and will include:

- (b) Job classification
- (c) Job qualifications
- (d) Job duties
- (e) Wage rate range

Any Employee who meets the criteria outlined for the position is eligible to apply.

#### **ARTICLE 18 - TECHNOLOGICAL AND MECHANICAL CHANGE**

18.01 Technological and mechanical changes will be defined to mean the introduction and utilization of machinery and other equipment changes which have not previously been used in the bargaining unit by the Employer and the use of which results in the termination or the lay-off of regular Employees.