

Agreement

Between

**Advance Engineered Products Ltd.
Regina Plant**

and

**Advance Employees' Association
Regina Plant**

November 1, 2008 to October 31, 2011

Table Of Contents

Article	Page
Article 1 – Definitions	2
Article 2 – Purpose	2
Article 3 – Recognition	3
Article 4 – Management	4
Article 5 – Disciplinary Procedures	5
Article 6 – Adjustment of Grievances	5
Article 7 – Discharge Cases	7
Article 8 – Probation, Seniority, Temporary Transfers, Job Postings	7
Article 9 – Layoffs, Bumping, Recall, Severance	9
Article 10 – Contracting Out	11
Article 11 – Evaluations	12
Article 12 – Leave of Absence	13
Article 13 – Safety and Health	13
Article 14 – Tools	17
Article 15 – Wage Rates and Cola	18
Article 16 – Hours of Work and Working Conditions	20
Article 17 – Vacation/Paid Holiday	23
Article 18 – Injury, Bereavement and Jury Duty Pay	24
Article 19 – Benefits	25
Article 20 – RRSP	25
Article 21 – Attendance Credits	26
Article 22 – Welding Education	27
Article 23 – Lead Hands	27
Article 24 – Administration	27
Article 25 – Duration	38
Appendix A – Salary Schedule	29
Appendix B – Job Descriptions and Classifications	30
Appendix C – Tool Lists, Article 14	38
Appendix D – Eligibility for Attendance Credits	49
Letters of Understanding	50

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**Advance Engineered Products Ltd.
Regina Plant**

and

**Advance Employees' Association
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November 1, 2008 to October 31, 2011

Article 1 – Definitions

- 1.01 The term “Company” as used in this Agreement means Advance Engineered Products Ltd. Regina Plant. The term “management” means the Regina Management of the Company. The Regina Management is comprised of the General Manager, Production Manager, the Service Managers, the Foremen and the Human Resources Manager.
 - 1.02 The term “Association” as used in this Agreement means the Advance Employees’ Association, Regina Plant. For the purposes of this Agreement the “Association Executive” is comprised of the President, Vice-President, Treasurer and a Health and Safety representative.
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Article 2 – Purpose

- 2.01 The Agreement shall provide a basis whereby, above all, management and labour will keep the Company competitive in the industry and create peace and harmony between the Company and its employees. It should facilitate peaceful adjustments of all grievances and disputes, prevent wasteful practices by employees and avoid unnecessary delays and expenses and as far as possible, secure continuous employment for the employees.

- 2.02 A copy of the current contract and both the safety and conduct rules in booklet form will be provided to each employee. The Company will pay to print the booklets.
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Article 3 – Recognition

- 3.01 The Company recognizes the Association as the sole and exclusive bargaining agency for the employees of the Company as set forth in the certification granted to the Association by the Labour Relations Board of Saskatchewan. No employee shall be required or may be permitted to make a written or verbal agreement with the employer or the employers representatives which conflict with the terms of this Agreement.
- 3.02 As required by The Trade Union Act: and subject to change should The Trade Union Act be amended or changed.

Every Employee who is now or hereafter becomes a member of the Association shall maintain his membership in the Association as a condition of his employment, and every new Employee whose employment commences hereafter shall, within thirty (30) days after the commencement in his employment, apply for and maintain membership in the Association, and maintain membership in the Association as a condition of his employment, provided that any Employee in the appropriate bargaining unit who is not required to maintain his membership or apply for and maintain his membership in the Association shall, as a condition of his employment, tender to the Association the periodic dues uniformly required to be paid by the members of the Association.

Through payroll deduction, the Company shall, on behalf of the Association, collect dues and all other monies pertaining to the Association. The Company shall give to the Secretary Treasurer of the Association a detailed statement of monies being deducted prior to the 20th day of each month. The Company must forward all dues on the 2nd Wednesday of every month.

Article 4 – Management

- 4.01 The Association recognizes the exclusive right of the Company to operate and manage its business in all respects and to make and alter from time to time rules and regulations to be observed by employees, which rules and regulations shall not be inconsistent with the provisions of this Agreement.

- 4.02 The Association recognizes the right of the Company to hire, promote, demote, lay-off, recall, transfer, suspend, discipline and discharge employees subject to the right of the employees concerned to lodge a grievance in the manner and to the extent herein provided.
- 4.03 The Company agrees to provide the Association with a Plant organization chart showing the names and titles of the Company's supervisory employees upon request.

Article 5 – Disciplinary Procedures

- 5.01 The value of progressive discipline with the aim of being corrective in application is recognized by both parties.
- 5.02 The company has the right to discipline employees for just and reasonable cause. Nothing in this contract shall restrict the right of the affected employee or the Association to grieve the discipline.
- 5.03 Any employee who is to be interviewed, where such interview may likely result in disciplinary action shall be interviewed or disciplined in the presence of a shop steward or other Association Executive if the employee wishes to waive representation this will be communicated by the employee directly to the Association Representative.
- 5.04 The general rule of progressive discipline shall be followed except where a more severe form of discipline is warranted.
- 5.05 Any employee who has served his probationary period and who is discharged, suspended or demoted for disciplinary reasons will be entitled to a hearing with management and a member of the Association Executive. Such hearing shall be held prior to the disciplinary action being taken except in the case of gross misconduct and/or a case requiring immediate action. If an employee suffers a loss of wages due to the disciplinary action prior to the hearing, and at the hearing it is determined that he should not have been disciplined, then he will be paid his lost wages.
- 5.06 Discipline in writing shall be forwarded to the disciplined employee and the Association. It is agreed that an employee's disciplinary record will be cleared of any past discipline one (1) year after the date of his last disciplinary penalty or warning, if the employee does not receive another justified penalty and/or warning within this one (1) year period.

Article 6 – Adjustment of Grievances

- 6.01 When differences arise between the Company and the Association as to the meaning, application, operation or alleged violation of this agreement, the said differences shall be resolved through the operation of the grievance procedure, but shall only relate to or concern any grievance which has arisen or arises subsequent to the date of this agreement.
- 6.02 The differences referred to above shall be taken up in the following manner, but not later than five (5) working days after the alleged grievance comes to the notice of the employee concerned.
- Step 1: Between the aggrieved employee or employees, with one Association Executive Member/Representative and the Foreman of his Department and the Production or Service Manager as the case may be. If agreement is not reached at Step 1, the grievance shall be submitted in writing at
- Step 2: Between the Employee or Employees with one Association Executive Member/Representative, and the Production or Service Manager as the case may be, who shall give his decision in writing within three (3) working days. Failing settlement at this step, the grievance will be dealt with as follows at
- Step 3: Between a designate of the Association Executive and Management's designate. A written decision will be given by management within three (3) working days.
- 6.03 If any grievance is not satisfactorily settled under the provisions of Step 3 of the Grievance Procedure then the matter may be referred to a Board of Arbitration under Article 6.09 of this Agreement.
- 6.04 Grievances not processed from one step to another within fifteen (15) working days shall be deemed to be dropped.
- 6.05 Any time limits imposed by the Grievance Procedure may be extended by mutual agreement in writing and are to be construed strictly.
- 6.06 The Association shall have the right to initiate a group grievance or a grievance of a general nature, at Step 3 of this Article.

- 6.07 Management shall have the right to initiate a grievance beginning at Step 3 of this Article.
- 6.08 Any settlement of a grievance reached between the employee and the Company at Step 1 of this Article will be considered applicable to the case in question and not as establishing a precedent for future cases.
- 6.09 Where a difference arises between the parties relating to the interpretation, application or administration of this Agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated, either of the parties may, after exhausting the grievance procedure established by this Agreement, notify the other party in writing of its desire to submit the question to arbitration. The parties agree that within ten (10) days of the receipt of such notice an arbitrator shall be selected in the manner outlined in ARTICLE 6.10 and the arbitrator jointly advised of his selection.
- The arbitrator shall hear and determine the question and shall issue a decision within thirty (30) days and the decision shall be final and binding upon the parties and upon any employee affected by it.
- 6.10 The Company and the Association agree that the following persons constitute the list of arbitrators from which will be selected a single arbitrator for each grievance requiring arbitration under this Agreement.
1. *Be agreed upon as required.*
 - 2.
 - 3.
- The method of selecting a single arbitrator shall be by rotation, starting with the order of the names listed above. If the arbitrator so selected is unable to act then the next on the list shall be selected. Unless otherwise agreed to, a single arbitrator will be appointed for each grievance or group grievance. No member on the list of arbitrators may be removed from the list unless it is mutually agreed upon by the Company and the Association. If an arbitrator on the list is unable to continue to act as an arbitrator a new member may be appointed; the appointment is to be mutually agreed upon by the Company and the Association.
- 6.11 The parties agree that an arbitrator set up under this Article shall not have the power to add to, delete from or change the provisions of this Agreement.

- 6.12 The parties shall jointly and equally bear the expenses of the arbitrator called upon pursuant to Article 6.10. The parties agree to expedite the proceedings of the arbitration.
- 6.13 At any stage of the grievance procedure including arbitration, the conferring parties may have the assistance of the employee or employees concerned, and any necessary witnesses, and all reasonable arrangements will be made to permit the conferring parties to have access to the plant to view disputed operations and to confer with the necessary witnesses.
- 6.14 If it is determined or agreed at any steps in the grievance procedure or decided by an arbitrator that any employee has been disciplined or discharged unjustly, management shall put him back on his job with no loss of seniority and they shall pay the employee the amount he would have earned had he been working or by any other arrangement as to compensation which is just and equitable in the opinion of the parties or in the opinion of the arbitrator if the matter is referred to such an arbitrator.

Article 7 – Discharge Cases

- 7.01 If an employee who has passed his probationary period is dismissed for any cause whatsoever and feels that he has been unjustly dealt with, he may, within five (5) working days from receipt of notice of dismissal, notify the Association Executive who shall, within five (5) working days, apply to the Company in writing, for a review. The dismissal shall be dealt with in accordance with the procedure on Adjustment of Grievances beginning at the Third Step, Article 6. If subsequently it is decided that the employee is unjustly dismissed, he shall be reinstated at his regular rate of pay from the time of such dismissal or by any other arrangement which may be found to be just and equitable, in the opinion of the Parties.

Article 8 – Probation, Seniority, Temporary Transfers, Job Postings

8.01 Probationary Employees

New employees will be considered to be probationary employees until they have worked 480 hours inclusive of overtime. Upon completion of 480 hours of employment an employee shall achieve permanent status unless determined otherwise by the Company.

A new employee during his initial probation period shall not have any right to continuing employment under this Agreement and his employment may be terminated for unsatisfactory performance during the probationary period without review under the grievance process.

8.02 It is the responsibility of the employee to keep the Association and the Company advised as to his present address and phone number.

8.03 **Seniority**

The parties recognize that job opportunity and security shall increase in proportion to length of service. It is therefore agreed that in all cases of vacancies, promotions, transfers, lay offs, and recall after lay offs, senior employees shall be entitled to preference providing such employees have the skill and dependability to perform the work available. Where an employee has been absent from work due to injury or disability this absence will not be considered to reflect upon dependability.

If the Company will not be acting in accordance with seniority, it will only do so after having given notice to the Association. Following consultation with the Association and upon agreement, the Company will provide the aggrieved employee with a one week period where the employee may demonstrate that he has the skill and ability required to do the job.

In the event that an employee transfers within the facility the Employer will limit the amount of wage reduction an employee might suffer. Unless the employee transfers to the Shipping and Receiving, Stockroom, General Duty I or II, Service General Duty, Service Stockroom Maintenance I or Machine Operator I the maximum wage reduction will be capped at 20% of their previous wage.

The Company shall furnish a seniority roster listing all employees in the Association and their current status including their initial date of appointment. The list shall be provided upon request of the Association Executive.

Should an employee accept a supervisory position, or other position outside the Bargaining unit, he shall be excluded from the benefit of the collective agreement. The employee would accumulate seniority for a period of six (6) months and shall retain seniority for another six (6) months. In the event that the employee transferred back to their previous position within a twelve (12) month period, they shall have the right to return to the Bargaining Unit. Notice of promotion and return shall be provided to the Association.

8.04 Temporary Transfer

In the event of a temporary transfer due to short term reassignment of work, the worker will retain his existing job classification. Should the reassignment appear to be permanent, the position will then be posted. The Company will assign a job classification to the successful employee in consultation with the Association and based upon the nature of the work and the quality of the worker's performance compared with the standards of the job. The worker will be reassessed in classification every month for the first 6 months.

8.05 Job Postings

All vacancies for positions of more than one month's duration and newly created positions shall be posted for three (3) working days. The Employer agrees to notify the Association Executive of an intended job posting a maximum of one day prior to posting. A copy of the intended posting will be placed in the Association mailbox and given to an Executive member provided one is on the premises. All job postings will be listed with number of positions, descriptions and job class. An employee desiring the position must make application to Management in writing. The employee will be put on the job as soon as possible. If the position is not to be filled, the Association will be advised of any decision that is made.

Advancement within a line of progression within a job description does not require a posting.

A list of applicants for a job posting will be provided to the Association Executive once the job has been awarded upon request.

Article 9 – Layoffs, Bumping, Recall, Severance

9.01 Layoffs

In the event of layoff, the Company shall give notice as required by the applicable Provincial labour law. Notice will be given by department and in the reverse order of seniority in that department taking account of the skills and ability to do the jobs available. Notice shall be given to each employee in writing. If that is not possible or if the employee is not at work on the day that notice is given the notice will be sent by registered mail. Copies of layoff notices will be provided to the Association

Executive. Every laid off employee will be provided, at the same time, with a letter by which they can advise the Company should they wish to exercise any bumping rights they might have. Should the employee wish to exercise bumping rights this letter must be returned to the Production or Service Manager within three working days of the delivery of or postdate of the layoff notice. Employees who return their bumping letters within the time frame will be entered into the bumping pool.

9.02 **Bumping**

As soon as possible after the delivery of layoff notices and upon receipt of bumping letters the Production or Service Manager and the Association Executive will meet to discuss bumping. Where the employee has the necessary skill to do the job of a less senior person he shall be entitled to bump that person. This is subject to article 6 of the Agreement. The wage of the employee who bumps will be that of the person who is bumped.

The employee who has been bumped will then take the layoff of the person who has bumped them and will have the same three day period to give notice of their intention to bump. This process is to continue until no bumps are successful.

9.03 **Recall**

In the event of recall the recall will be in order of seniority and will be based upon the skill and ability to do the work available. Recall will be by telephone contact or by registered mail to the last known address to be effective five (5) working days from the post date of notice.

An employee who has successfully bumped into another position shall return to his previously held position if a vacancy should occur within eighteen (18) months of when such a bump took place. If no vacancy occurs within the above eighteen (18) month period, this employee can only return through the posting procedure.

Recall by reverse order will continue until such time as qualified employees on the layoff list have been contacted. Any employee may refuse a recall and remain on layoff where the proposed position is outside their department. Refusal of a recall to the position and department from which a person has been laid off or bumped is not allowed and will result in a loss of seniority and termination of employment. If no person on the bumping list is qualified for the job the layoff list will then be examined for a person qualified for the job. Only after these lists have been exhausted will there then be a posting for the said position and subsequent new hires.

Any employee laid off for a period of eighteen (18) consecutive months will suffer a loss of seniority and be terminated from the companies records.

Group insurance benefits will terminate the date the employee is laid off. Provided the employee is recalled within six (6) months they will be reinstated in the group benefits the date of recall. Group insurance coverage may be continued during the period of lay off but it is the employee's responsibility to pay the full group insurance premium by way of postdated cheques for the period the employee is laid off. It is also necessary for the employee to complete and submit a form to the insurer for their approval.

9.04 **Severance**

In the event of plant closure the Employer will pay severance as follows:

- for all employees up to and including nine (9) years of seniority Labour Standards will apply.
- for employees with seniority greater than nine (9) years they will be paid their entitlement under Labour Standards and in addition will be paid two (2) weeks wages for every year of seniority over nine (9) years to a maximum of eighteen (18) years (18 weeks).

9.05 **Super Seniority**

In the event of layoff, mass layoff or plant closure the Association Executive will be the last four employees to receive notice of layoff or termination. The Executive will have the right to employment doing available in-scope work while overseeing the integrity of the Collective Bargaining Agreement. The Association Executive will be laid off or terminated in the following order (1) Health and Safety Co-Chair (2) Secretary Treasurer (3) Vice-President (4) President.

Article 10 – Contracting Out

10.01 The Company agrees not to perform in-scope work on an ongoing basis.

It is not the intention of the Company to enter into new contracting out arrangements that directly result in loss of any permanent employee's employment during the term of the Collective Agreement.

If contracting out occurs which results in a reduction of hours or in job loss it will only be done in conjunction with the following provisions

- The Association will be provided with as much notice as possible, prior to any notice being provided to any employee with a minimum of fifteen (15) days notice and an opportunity to discuss the matter.
- The employer will ensure no permanent employee with three (3) years or more seniority will lose employment as a direct result of contracting out whenever possible.
- Employees affected will have access to the layoff provisions of the Collective Agreement.
- Employees on recall as a result of contracting out will have their names maintained on the re-employment list for eighteen months.
- Existing historical employment practices related to contracting out of work will not be restricted by this provision.
- The employer is prepared to receive submissions from the Association that would avoid contracting out or present a viable and economic alternative to contracting out.
- That in the event of a slowdown at the Regina plant any work normally done by Regina bargaining unit which has been contracted out in the previous three years would return to the Regina bargaining unit.

Article 11 – Evaluations

11.01 After one (1) year of employment all employees will be entitled to a written evaluation every 6 months until they reach their top job class.

During the first year of employment employees shall be entitled to be evaluated within five (5) working days of their three (3), six (6), nine (9) and twelve (12) month anniversary dates. Should they not receive a pay increment at any of these reviews they will receive a written evaluation. If an evaluation is not received within this time frame the affected employee, if entitled to a merit increase, will see that increase paid to him retroactively to the pay period immediately forward of the evaluation date in question.

Article 12 – Leave of Absence

- 12.01 Employees may be granted leaves of absence without pay at the discretion of the Company. All requests must be given to the Company in writing. The Company shall not unreasonably deny a leave of absence and shall respond to the Employee in writing within seven (7) days.
- 12.02 In the case of an unforeseen emergency involving an employee and/or an employee's immediate family, the Company will make every reasonable effort to accommodate a request for a leave of absence without pay.
- 12.03 In the case of an employee being absent from work because of illness or non-occupational accident, or because of an occupational accident, when he returns to work and is physically unable to do the same work or similar work to that which he was doing prior to his absence, the Company will endeavor to find for him such suitable work as may be available.
- 12.04 Because the Company and the Association recognize that it is in the interest of both the Company and the employee to increase the employee's capability to advance with the Company, the Company may, in its discretion, subject to the requirements and efficiency of the operations, grant an Educational Leave of Absence without pay provided that:
- The employee requests the leave in writing at least thirty (30) days in advance.
 - The leave is not for a period in excess of three (3) months.

Article 13 – Safety and Health

- 13.01 The Company and the Association agree to promote safety and industrial hygiene in the plant and to follow procedures as outlined in the Saskatchewan Occupational Health and Safety Act.

13.02 Joint Employer – Employee Committees

Joint Employer – Employee Occupational Health Committees will continue to represent places of work as agreed to between the parties. Each Committee shall consist of not less than two (2) and not more than twelve (12) members. At least one half of the Committee members shall be employees elected or appointed by the members of the association and each committee shall have both Employer and Employee co-chair persons, as appointed by their respective parties.

13.03 Health and Safety Orientation, Instruction and Compliance

The Employer agrees to acquaint all employees in the hazards of the workplace, its equipment and work processes and to train all employees in proper and safe work practices during work hours. All employees shall take reasonable care to protect their health and safety and that of other workers.

13.04 First Aid

Adequate first aid supplies based on OH & S requirements shall be provided at all Employer work sites. The employer will provide and properly maintain a log book at each first aid station. All employees and the supervisor will provide, in a timely fashion, any and all information required for the log and to assist in return to work.

The company agrees to insure that at least two Certified first aid people as per OH & S are available for access in the workplace during work hours.

13.05 Protective Equipment

Any required personal protective equipment will be provided by the Employer at the Employers expense. Use of required protective equipment and safeguards is mandatory and failure to utilize protective equipment will result in disciplinary action.

13.06 Work Clothing

All Employees are required to wear appropriate work clothing while on the job at Employee cost.

Administration costs will be shared by the Association and the Company.

Administrator's hours during work hours are to be covered by the Company.
Administrator's hours away from work are covered by the Association.

If and when the need arises the Company will cooperate in finding a new coverall administrator by allowing him to shadow the current administrator through a learning process which should take approximately one month.

13.07 **Boot Allowance**

Following eighteen (18) months from last purchase the Company will pay up to \$275.00 for boots. Boots are to be of industrial quality and the allowance may include toecaps and/or insoles. Receipts are required.

For employees dedicated to operate the Steam Rack or work in Service, boots, including toe caps and/or insoles, brought forth to the Service Manager will be assessed as early as twelve (12) months from last purchase and if approved by Service Manager, up to \$275.00 boot allowance will be paid.

New employees come to work with their boots and are eligible for new boots after probation.

13.08 **Housekeeping**

Both the Company and the Employees shall observe the rule of good housekeeping and sanitation.

13.09 **Unusual Work**

It will, on occasion, be necessary to do work of an unusual nature. Reasonable effort will be made to reduce this necessity at all times. Where this is not practical there will be a two job class additive for the performance of this work. Work of this nature will include that involving "dirty" crude oil, asphalt, certain chemical foodstuff tanks as well as livestock trailers or work out of doors at -20° C or colder inclusive of wind chill where full protective equipment is not feasible. All OH & S safety provisions related to outdoor work in the cold are fully applicable.

13.10 **Workplace Inspections and Investigations**

The safety committee shall conduct workplace inspections at intervals deemed appropriate and shall notify the Employer of any unsafe conditions found.

The Employer shall promptly undertake suitable corrective measures. All employees shall report hazards to the OHS Committee and the employer immediately.

The Committee shall promptly investigate all dangerous occurrences, fatalities and serious injuries and a copy of the final report will be provided to both the Employer and the President of the Association.

13.11 Right to Refuse Work

Every employee has the right to refuse work in accordance with applicable legislation. Any such refusal will be done in accordance with OH & S procedures which will be published for the information of employees.

13.12 Duties of Occupational Health Committee

The Occupational Health Committee shall have a continuing concern with respect to the health and safety and prevention of injuries to workers at the workplace. The Committee shall meet not less than quarterly and shall receive, consider and devise ways of eliminating hazards and create solutions for the safe operation of the Companies plant. All employees, supervisors and the Association will cooperate with committee members on safety matters and the use of safe work procedures.

The Employer will allow Committee members a reasonable opportunity during work hours to deal with health and safety concerns. Where it is necessary to conduct Committee business it is expected to seek and obtain the permission of their immediate supervisor which is not to be unreasonably withheld.

13.13 Committee Minutes

Every committee meeting will be recorded in the form of a minute, copies of which will be posted and made available to the Association and OH & S.

13.14 Committee Training

The company will provide for the training of OH & S committee members as required by OH & S.

13.15 Injury Information

The Employer shall provide the Association with information on all occupational injuries and illnesses sustained by employees subject to issues of privacy where the concern arises.

Any reports received by the Employer which reflect upon issues of occupational injury or illness will be provided to the committee and the association subject to questions of privilege.

13.16 Orientation

The Company will provide an orientation program for all new employees. This will include a period with a representative of the OH & S committee and the Association Executive as reasonable. Orientation will be conducted prior to the employees start date.

- 13.17 The Company will replace work clothing damaged or soiled beyond repair due to unusual working environment, and not due to employee carelessness.
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Article 14 - Tools

14.01 Power Tools

The lists of required power tools are attached to the agreement as Appendix "C". The company will repair employee power tools damaged or worn out on the job due to normal wear and tear. This will be limited to unavoidable damage. In case of dispute the repair shops decision will govern. In cases where a tool is worn out on the job and is not rebuildable or not worth rebuilding, a tool of equal value or calibre will be supplied and paid for by the Company. Where that tool is obsolete or unsuitable the Company will replace it with an equivalent tool. No new tools to be added to the tools lists for the duration of the agreement.

14.02 Hand Tools

The lists of required hand tools are attached to the agreement. Whenever possible all tools purchased should be of lifetime warranty and industrial quality. The Company will repair or replace hand tools without lifetime warranty on the tool lists due to

normal wear and tear. In cases of dispute the repair shops decision will govern. All hand tools that do not have a lifetime warranty should be purchased through the Company. This can be done on payroll deduction. Hand tools not purchased through the Company and not of lifetime warranties must be recorded in the stockroom and a receipt must be provided. All hand tools are stipulated in the agreement. These tools will be of certain brands and specifications.

Article 15 – Wage Rates and COLA

15.01 Wage Rates

Standard wage rates are appended to this agreement as Appendix "A". Job descriptions and classifications are Appendix "B".

Appendix "A" includes the percentage increase applied to the base rate in each year as follows:

- November 1, 2008 – 1.5%
- November 1, 2009 – 2.0%
- November 1, 2010 – 2.5%

The base rate at the end of each calendar year would include the percentage increase for that year in addition to any COLA additive for the same year.

15.02 Cola

During the period of the Agreement, a cost of living calculation will be made on a quarterly basis as set out in this article. In the event that the Regina CPI (2002 = 100 base as base) for the contract year in question exceeds the percentage wage increase for that year the wage will be adjusted on the basis of 1 ¢ per hour for each .06 increase in the CPI. This is to be calculated as soon as possible after the required information is available with the increase payable beginning the next pay period the month following the adjustment period.

The adjustment periods will be as follows:

February 2009	Compared to	November 2008
May 2009	Compared to	February 2009
August 2009	Compared to	May 2009

November 2009	Compared to	August 2009
February 2010	Compared to	November 2009
May 2010	Compared to	February 2010
August 2010	Compared to	May 2010
November 2010	Compared to	August 2010
February 2011	Compared to	November 2010
May 2011	Compared to	February 2011
August 2011	Compared to	May 2011
November 2011	Compared to	August 2011

That for November 2008 the Regina CPI (2002 = 100) is 116.4. The percentage increase added to the base rate of the new agreement is 1.5% in year one (1), 2.0% in year two (2) and 2.5% in year three (3). It is intended for the first year that COLA would be payable at 1 ¢ for every .06 rise which occurs after the CPI rises beyond 118.15.

Any decrease in the cost of living allowance calculated from comparisons of the CPI in any of the periods specified this article shall reduce and be deducted from the wage rates provided that the reduction will never reduce the wage rates below the annual percentage increase agreed to.

The continuance of cost of living allowance is contingent upon the availability of the consumer price index in its present form and calculated on the same basis as the November 2008 index unless otherwise agreed to by the parties. No adjustments retroactive or otherwise shall be made due to any revision which may later be made in a published index.

15.03 Shift Premiums

Employees who may be required to work on the second shift of a two shift operation shall be paid a night shift premium of one dollar (\$1.00) per hour.

15.04 Reporting Allowance

In the event that an employee will not be required for his regular shift as a result of causes beyond the control of management all efforts will be made to contact the employee to advise him that he will not be required at least one hour prior to the beginning of that shift. If the Company has made a reasonable attempt to contact the employee and has not been able to contact the employee the Company's obligation will be that required in the Labour Standards Act. If no contact has been initiated the employee will be entitled to four (4) hours pay at his regular rate.

15.05 Emergency Call-In Allowance

Any employee who is especially called to work at any time after putting in his normal working hours and having left the Plant shall be through when the emergency is over and shall receive a minimum of three (3) hours pay at overtime rates, in addition to time worked on regular shift.

Article 16 – Hours of Work and Working Conditions

16.01 Hours of Work

The regularly scheduled work week shall be forty (40) hours consisting of five (5) eight (8) hour days from Monday to Friday inclusive, or Four (4) ten (10) hour shifts Monday – Thursday evenings. The company may, at its option, rearrange shifts from time to time as customer demands require.

16.02 Overtime

All hours worked in excess of the regular hours as outlined in Section 16.01 of this Article shall be paid for at one and one-half times the regular rate. As much notice as possible will be given if overtime is required.

Overtime after four consecutive hours, after a full regular shift, to be paid at double time. Pay for overtime worked on Sundays or Statutory holidays will be at two times the regular hourly rate.

Where overtime is worked for more than four hours at a time the Employer will pay an additional one half ($\frac{1}{2}$) hours pay at overtime rates rather than providing a lunch.

Overtime will be distributed as equally as possible, among the employees in the group usually performing such work. In order to ensure a distribution of overtime work the Company will endeavor to use the overtime boards to post overtime opportunities.

Where overtime is required at the end of a scheduled work week it will be made available firstly to those employees who worked the full shift immediately prior to the overtime requirement. Hours worked will include paid time off such as death in family, jury duty, Company-paid Association business, vacation, statutory holidays and time for which attendance credits have been accrued and paid.

The Company shall not, without the consent of the employee, require an employee to work or to be at the Companies disposal for more than forty-four (44) hours in any given week, except in the case of emergency circumstances.

16.03 Lunch Period

The lunch period shall not be less or more than thirty (30) minutes. If the employee works during the lunch period, equivalent time off shall be arranged with his foreman.

16.04 Rest Periods

There shall be two (2) ten (10) minute rest periods allowed on each shift at a time mutually agreed upon by the Company and the Association. If it is necessary for an employee to work during the rest period, equivalent time off shall be arranged with the foreman.

Employees required to work overtime shall be given a ten (10) minute rest break after the regular hours and prior to the commencement of overtime.

16.05 Shift Rotation

In areas where two shifts are required, regular shifts and night shifts may be rotated periodically so that all employees, including lead hands whenever practical, share their proportion of the night shift. The Company agrees to give five (5) days notice of shift change except in cases of unforeseen circumstances where twenty-four (24) hours notice will be sufficient.

All employees with fifteen (15) years or more service with the Company may remain on straight day shift whenever practical with each individual case to be considered upon its merits in consultation with the Association. Where a conflict would arise between eligible employees, seniority will rule.

16.06 Straight Shifts

In limited situations the Company will accommodate arrangements between employees that allow for straight shifts. The opportunity to create these arrangements will be allowed on a seasonal basis and will be administered through the foreman of each department. The general procedure in that regard will be as follows.

- a) No straight days will be available, except where available to 15 year men, unless it can be offset with a long term (6 month or more) straight night position.
- b) Straight days will be offered to the senior man in the department subject to his being within four (4) job classes of the corresponding person on night shift. This is to ensure that there are equivalent skills distributed between the two shifts.
- c) Outside of this agreement, only occasional and short term, (less than two week) individual arrangements will be recognized and allowed. Each situation will be examined upon its merits but frequent or repetitive arrangements will be considered to be abusive of the agreement and will not be allowed.
- d) Wherever possible, senior people are to have the first option to work straight day shifts. This will not have any effect upon shift rotation frequency.

16.07 Third Shift

The Company does not contemplate the necessity of a third shift at this time. In the unlikely event that a third shift is deemed necessary, hours, breaks and shift differential will be negotiated satisfactorily between the Company and the Association Executive before implementation.

16.08 There shall be up to ten (10) hours paid time per month for each of the four Association Executive members to conduct Association business where necessary. This time is to be pooled at the beginning of each contract year and to be utilized on a declining balance by the end of that contract year, and used at the discretion of the Association Executive with approval by Management. Reasonable notice is to be provided to allow for scheduling, two (2) weeks notice for time taken greater than one (1) day and twenty-four (24) hours notice for time taken of one (1) day or less.

In addition, the Company agrees to pay Association Executive Members at their regular rate for reasonable time consumed during contract negotiations at their regular rate of pay while at the table.

The Association Executive shall receive their regular rate of pay for time spent, within reason, during their normal working hours in investigating or settling grievances or association business in accordance with the grievance procedures and any other procedures.

The Association agrees that all Association Executive members have regular duties to perform on behalf of the Company, and that such employees will not leave their duties without first notifying their direct supervisor. Permission is required and is not to be unreasonably withheld.

When Association Executive members resume their regular duties they will report to their supervisor and give reasonable explanation with respect to their absence, providing that the explanation does not divulge confidences.

Article 17 – Vacations/Paid Holidays

17.01 Vacations

Annual vacations with pay shall be granted in accordance with the Saskatchewan Labour Standards Act. In the event the Labour Standards Act is rescinded or amended during the life of this Agreement the vacation provisions as provided in the Act shall be continued for the remaining life of this agreement.

The Company shall whenever possible give one month's notice of any change in annual vacations. In cases where one month's notice is not provided, the change shall be at the employee's option.

Four weeks annual vacation with pay shall be granted to any employee after nine (9) years of continuous service.

Five weeks annual vacation with pay shall be granted to any employee after twenty (20) years of continuous service.

17.02 Paid Holidays

Payment shall be made at the employees current base rate (less shift premiums, etc.) for hours that would have normally been worked for each of the following paid holidays listed in this Article, provided the employee has worked some time within the five (5) working day period prior to or the five (5) working day period following the date upon which the holiday takes place. Employees who are in receipt of payment for such paid holiday from a source other than the Company shall not receive payment for such paid holiday from the Company. The paid holidays are: New Year's Day, Family Day, Good Friday, Victoria Day, Canada Day, First Monday in August, Labour Day, Thanksgiving Day, November 11th, Christmas Day and Boxing Day.

Article 18 – Injury, Bereavement and Jury Duty Pay

18.01 Injury Pay

Employees who are injured on the job and are sent home because of such injury shall receive pay up to the end of the shift on which they were injured, providing that payment is not made by the Worker's Compensation Board. The procedures for medical attention to and reporting of accidents to be according to the safety rules of which every employee will have a copy.

18.02 Bereavement Pay

In the case of death in the immediate family of an employee, that is the parent, brother, sister, spouse or child, mother-in-law, father-in-law, step sibling or step children, the Company will grant a leave of absence with pay up to and including the day of the funeral, but not exceeding four (4) days leave, provided that said privilege shall not be abused.

In the case of the death of an employee's grandmother, grandfather, brother-in-law, sister-in-law or spouse's grandparents, the Company shall grant one (1) day's leave of absence with pay provided that the employee takes the day off work and attends the funeral for in town services, two (2) days for out of town, three (3) days for out of province services.

In the case of the death of a common-law spouse's parents, grandmother or grandfather, the Company shall grant one (1) day's leave of absence with pay provided that the employee takes the day off work and attends the funeral for in town services, two (2) days for out of town, three (3) days for out of province services.

In the case of the death of an aunt or uncle the Employer will grant one day's leave of absence with pay to attend the funeral provided that the employee establishes an extraordinary relationship to the deceased.

18.03 Jury Duty Pay

The Company will make up the difference in an employee's pay lost by serving on a jury.

Article 19 – Benefits

- 19.01 The Company will pay the premium to provide the following benefits for eligible employees and their dependants according to the terms of the insurance policy in force at the relevant time.
- Saskatchewan Hospital Services Plan (when applicable).
 - Life Insurance benefits.
 - Extended Health Care benefits.
 - Dental Care benefits.
- 19.02 The employee will pay 100% of the premium to provide for weekly indemnity and long-term disability benefits in accordance to the terms of the insurance policy in force at the relevant time.
- 19.03 **Eligible Employees**

An eligible employee is a person who is employed on a regular full-time basis for not less than 25 hours per week and has completed twelve (12) continuous months of full-time employment. This can be reduced to three (3) months, at the Company's discretion, if the employee was covered by another health insurance plan within (3) months of beginning employment at Advance.

Article 20 – R.R.S.P.

20.01 Group Registered Retirement Savings Plan

The Company will continue to provide a registered retirement savings plan (payroll deduction method). Beginning the effective date of this agreement the Company will match the contributions of employees with more than one (1) year of continuous service up to a maximum of 5½% of that employee's gross income. In order to administer the plan the Company will deduct a contribution from each employee who wishes to participate based upon a percentage of the employee's earnings from the current pay period.

Employees may access their portion of the R.R.S.P. plan once a year without penalty. If the employee accesses his monies more than once a year or if he accesses any portion

of the employer's contribution at anytime the employee will forfeit the employer's matching contribution for twelve months. The twelve months will be calculated starting with the pay period following the pay period where the employer becomes aware of the forfeiture.

Article 21 – Attendance Credits

- 21.01 When unable to report to work the employee shall notify the Company in accordance with Company policy. Where requested by the Company, the employee shall offer proof satisfactory to the Company of reasons for his absence.

Following completion of their probationary period, permanent full time employees shall be credited with one and one-half (1½) hours of attendance credits for each forty hours of scheduled work with full attendance. This attendance shall be without any absence or lateness related to company paid time during the period.

These credits will be deducted from any absence from work not otherwise scheduled and will be paid out to the employee at the employee's current regular hourly rate. Minimum usage is one hour.

Absence will be granted on a first come basis subject to operational necessity.

This new rate will come into effect at the beginning of the first pay period following execution of the Agreement.

Appendix "D" describes eligibility criteria for credits.

It is further agreed that in the event that an employee is part of a scheduled return to work program that they will be eligible for credits provided that they maintain full attendance in the program.

For each calendar year any credits accumulated over 40 hours will be paid out to the employees at the employee's current regular rate within sixty (60) days of the end of the year. Any accumulation of less than 40 hours will be carried over to the next calendar year.

Article 22 – Welding Education

- 22.01 Welding Education is available within the shop on application. The Company will refund the cost of a successful journeyman test.
-

Article 23 – Lead Hands

- 23.01 A lead hand is an employee who is assigned to instruct others in the performance of their work. A lead hand is a leader and his responsibilities include training within his competence. A lead hand assigns work as directed by the supervisor and works with and coordinates the work amongst the employees. The lead hand functions as a work leader not as a supervisor and is not directly responsible for discipline or other matters which are the responsibility of the supervisor. The rate of pay would be two (2) job classes higher than the highest paid job class employee being led.
-

Article 24 – Administration

24.01 **Confidentiality**

The Company agrees to forward all sensitive personal or financial information in a sealed envelope.

24.02 **Employee Files**

The file shall contain only material pertinent to the employee's employment with the Company. It shall not contain any anonymous material. The employee may add a signed and dated response to any document in the file. Within reason, an employee (or other person with the permission from the employee) shall have the right to examine the official file during regular off-shift hours mutually agreed to by the employee and his Supervisor. This would be the case unless the situation is of an urgent nature where immediate access is required. Upon written request the employee (or other person with written permission from the employee) shall be provided a copy of a reasonable number of documents in the file.

Article 25 - Duration

- 25.01 The Agreement shall be in force and effect from the first of November, 2008, to October 31, 2011, and shall continue from year to year subject to any and all provisions within the Saskatchewan Trade Union Act which provides for the duration of this collective bargaining agreement.

**SIGNED on behalf of
ADVANCE Engineered Products Ltd.**

**SIGNED on behalf of
ADVANCE Employees Association Regina Plant**

Bill Scott
Lisa Armbruster

Doug Murray
Albert Buttner
Brad Millard
Ron Gerlock
Hugh Wagner

APPENDIX “A”

Job Class	Nov 1/07	Nov 1/08	Nov 1/09	Nov 1/10
		<i>1.5% incr.</i>	<i>2.0% incr.</i>	<i>2.5% incr.</i>
1	10.77	10.93	11.15	11.43
2	11.73	11.91	12.15	12.45
3	12.70	12.89	13.15	13.48
4	13.66	13.86	14.14	14.49
5	14.62	14.84	15.14	15.52
6	15.58	15.81	16.13	16.53
7	17.46	17.72	18.07	18.52
8	18.09	18.36	18.73	19.20
9	18.59	18.87	19.25	19.73
10	19.14	19.43	19.82	20.32
11	19.72	20.02	20.42	20.93
12	20.25	20.55	20.96	21.48
13	20.53	20.84	21.26	21.79
14	22.43	22.77	23.23	23.81
15	22.95	23.29	23.76	24.35
16	23.44	23.79	24.27	24.88
17	24.00	24.36	24.85	25.47
18	24.59	24.96	25.46	26.10
19	25.10	25.48	25.99	26.64
20	25.65	26.03	26.55	27.21
21	26.20	26.59	27.12	27.80
22	26.73	27.13	27.67	28.36
23	27.26	27.67	28.22	28.93
24	27.81	28.23	28.79	29.51
25	28.36	28.79	29.37	30.10
26	28.97	29.40	29.99	30.74

APPENDIX "B"

JOB DESCRIPTIONS AND CLASSIFICATIONS

TANK BODY FITTER WELDER

- Fit and weld steel tanks bodies using the GMAW and SMAW processes
- Fit and weld aluminum tank bodies using the GMAW and GTAW processes
- Fit and weld stainless steel tank bodies using the GMAW, SMAW, GTAW processes

Job Class 13-24

- The operator will receive 2 extra Job Classes over his base rate when welding on ASME certified vessels to a maximum Job Class of 26

FINAL ASSEMBLY FITTER WELDER I

- Fit and weld all aluminum, steel and stainless steel final assembly components on all tank trailers and tank trucks etc.
- Aluminum, steel and stainless steel plumbing systems on all trailers and tank trucks etc.

Job Class 12-20

FINAL ASSEMBLY FITTER WELDER II

- Performs duties of Final Assembly Fitter Welder I
- Must sheet H/P tanks using aluminum and stainless steel materials

Job Class 21-22

MACHINE OPERATOR I

Set up and operate a threader, drill press, iron worker bandsaw.

Job Class 8-12

MACHINE OPERATOR II

Same as Machine Operator I plus operate shear and set up press brake

Job Class 13-16

MACHINE OPERATOR III

Same as Machine Operator II in addition
Operate forming rolls, layout tank shells for rolling.

Job Class 17-22

HEAD PRESS

Operate head press, operate blue valley flanger

Job Class 8-22

GENERAL DUTY I

- Move material to and from work areas
- Help out in all areas of production
- Must learn minor fitting and assembly assignments in order to advance to General Duty II

Job Class 1-6

GENERAL DUTY II

- Performs duties of General Duty I
- Performs fitting duties using drawings and spec sheets
- Install Advance Engineered Prod Ltd. decals on trailers excluding decal packages
- May be required to learn to calibrate tanks and check for leaks
- Must learn to weld aluminum and steel for further advancement to next step

Job Class 7-11

RUNNING GEAR

- Assemble and install all types of suspension systems
- Wheel align trailers
- Fit and weld suspension sub frames and hangers
- Install all automatic grease systems
- Assemble and install all type of suspension systems
- Install all brake systems on tank trailers etc.

Job Class 14-22

ELECTRICIAN I

- Install 12 Volt lighting systems on tank trailer, tank trucks etc.
- Install and test sensor systems

Job Class 12-16

ELECTRICIAN II

- Duties of Electrician I
- Install, test, repair and trouble shoot all sensor systems
- Weld electrical fixtures etc on tank trailer units
- Communicate Electrical Dept Parts Inventory

Job Class 17-22

MAINTENANCE I

- Janitorial duties
- Must learn to maintain and repair company tools and equipment
- Check and maintain building safety equipment i.e.. Fire extinguishers, emergency rescue kit etc.
- Check and maintain company vehicles
- Maintain Company Building mechanical and plumbing systems

Job Class 7-10

MAINTENANCE II

- Performs Maintenance I duties
- Maintain and repair welding equipment
- Maintain company and employee tools and equipment
- Check and maintain building safety equipment i.e.. Fire extinguishers, emergency rescue kit etc.
- Check, maintain and minor repair to company vehicles
- Maintain Company Building mechanical and plumbing and 24 - 120 V Electrical Systems

Job Class 11-14

MAINTENANCE III

- Performs Maintenance II duties
- Install, maintain , repair and test welding equipment, power/air tools, hydraulic tools and electronic equipment
- Maintain Company Building mechanical and plumbing and 24-460V Electrical Systems
- Check, maintain and repair company vehicles and equipment
- Maintain and Repair Overhead Crane Equipment
- Must do in house machine shop duties – tool and die, lathe work

Job Class 15-22

MAINTENANCE IV

- Performs Maintenance III duties
- Must have 600 v. Journeyman's Certificate.

Job Class 23-24

STOCKROOM I

- Give out tools at tool windows
- Fill parts bins and racks in stockroom

Job Class 1-5

STOCKROOM II

- Do duties of Stockroom I
- Receive parts in stockroom
- Fill shipping orders in stockroom

Job Class 6-9

STOCKROOM III

- Do duties of Stockroom II
- Be proficient in all aspects of shipping and receiving

Job Class 10-12

SHIPPING/RECEIVING/WAREHOUSE I

- Do janitorial duties when required – empty garbage
- Must pass forklift test
- Must pass crane training test
- Learn warehouse duties
- Learn shipping/receiving duties

Job Class 1-5

SHIPPING/RECEIVING/WAREHOUSE II

- Do duties of shipping/receiving/warehouse I
- Be proficient in warehouse duties

Job Class 6-9

SHIPPING/RECEIVING/WAREHOUSE III

- Do duties of shipping/receiving/warehouse II
- Be proficient in all aspects of shipping/receiving

Job Class 10-12

TRUCK DRIVER

- Must have IA license.
- Must do duties of General Duty I and General Duty II

Job Class 10 - 16

CALIBRATOR

- Must have grade twelve or equivalent
- Calibrate and test for leaks in all tanks trailers and tank trucks
- Must do duties of General Duty I and General Duty II

Job Class 12 – 18

COMPONENT FABRICATOR

- Fit and weld component parts for tank trailers etc.
- Fit and weld component parts together to produce complete assemblies
- Fit and weld assorted custom orders

Job Class 13-24

SERVICE MECHANIC/WELDER I

- Must test tanks to make safe to enter shop
- Must learn how to operate steam rack
- Assemble and install all types of suspensions
- Wheel Align Trailers
- Perform government inspections
- Assist in the plumbing of tanks and trailers
- Install complete brake system on trailers, steam tank trailers and tank truck box
- Steam tanks, trailers and tank trucks
- Service switch truck driver must hold a valid 1A license and perform the above duties in order to advance in job class
- Must learn to weld aluminum and steel for further advancement.

Job Class 12-16

SERVICE MECHANIC/WELDER II

- Do duties of Service Mechanic/Welder I (Applicable Duties)
- Fit and weld all types of suspensions
- Troubleshoot and repair all air brake systems
- Installation of ABS brake system and troubleshoot problems
- Fit and weld all aluminum, steel and stainless steel components on all types of trailers and truck tanks
- Sheeting of aluminum or stainless tanks
- Fit and welding complete plumbing system on steel, aluminum or stainless steel tanks
- Installation and repairs of pumps and meters on all tanks and trailers
- Install all plumbing on A.S.M.E. tanks

Job Class 17-21

SERVICE MECHANIC/WELDER III

- Do duties of Service Mechanic/Welder II (Applicable Duties)
- Fit and weld aluminum, steel and stainless steel tanks
- Fit and weld all A.S.M.E. coded tanks
- Capable of welding tank bodies using GMAW, GTAW, SMAW process

Job Class 22-24

The operator will receive an extra 2 job classes over his base rate for welding on A.S.M.E. fully certified tanks to a maximum of job class 26

SERVICE ELECTRICAL I

- Install 12 volt lighting system on tanks and trailers
- Install and test sensor system

Job Class 12-16

SERVICE ELECTRICAL II

- Fit and weld pads and appenditures on all types of tanks and trailers
- Design and install intricate wiring, lighting, interlock systems on Refuelers and truck tanks
- Troubleshoot and repair all types of sensor systems
- Calibrate truck mounted meters
- Repair of 306 coded tanks and weld on 406 coded tanks
- Repair of all types of computers on truck mounted tanks
- Installation and trouble shoot dye injection systems
- Training of branch service personnel on repairs of LCR and LC3 and dye injection systems

SERVICE ELECTRICAL II (continued)

- Assist in design and installation of air systems and brake interlocks on aircraft refuelers
- Repair ABS systems
- Make service calls (on call evenings and weekends)

Job Class 17-24

TRAILER MECHANIC/WELDER I

- Perform Hose Tests
- Perform minor repairs on trucks when required
- All aspects of trailer service
- Assemble and install all types of suspensions
- Wheel align trailers
- Perform Government Inspections
- Install complete brake system on trailers
- Troubleshoot and repair air brake systems
- Troubleshoot and repair electrical systems
- Fit and weld all types of suspensions
- Installation of ABS brake system and troubleshoot problems
- Fit and weld all aluminum, steel and stainless steel components on all types of trailers and truck tanks
- Replace body components of dry vans, reefers, flat decks, grain trailers, containers, chassis and cube vans, cattleliners
- Fabricate body components
- Installation and repairs of pumps and PTO's on trucks
- Rotation of service call outs minor truck/trailer repair
- Hydraulic lift gate repairs
- Weld aluminum, steel and stainless steel

Job Class 12-22

TRAILER MECHANIC/WELDER II

- Perform duties above
- Fit and weld aluminum, steel and stainless
- All code welding processes

Job Class 23-24

TRUCK SERVICE MECHANIC

- Repairs to all Makes and Models of Trucks
- Maintenance to Engines, Gas or Diesel

TRUCK SERVICE MECHANIC (continued)

- Maintenance to Drivelines (Trans, Diffs)
- Repairs to Electrical Systems
- Repairs to Brake Systems Incl. A.B.S.
- Repairs to Hydraulic Systems
- Repairs to Air and Spring Suspensions
- Repairs to Air Conditioning Systems
- Repairs to Steering Systems
- Perform Government Safety Inspections

Job Class 12-22

SERVICE GENERAL DUTY

- Learn to test tanks and other confined spaces for explosive or hazardous gases
- Help out in all areas of service
- Perform minor fitting duties using drawings and spec sheets
- Install AEPL decals and conspicuity tape on units
- Help out in repairs to tanks and trailers
- Water test units for leaks
- Assist in repairs to tanks and trailers
- Must learn minor air, mechanical and electrical repairs to advance to next step
- Must learn to weld aluminum and steel to advance
- Learn to inspect tanks and trailers
- Move material to and from work areas
- Perform B620 inspections subsequent to having received appropriate training

Job Class 1 - 11

SERVICE STOCKROOM

- Hand out tools at tool window
- Maintain stock in stockroom and warehouse
- Must pass fork lift training
- Must pass crane training
- Clean up shop and yard duties
- Shipping, receiving, parts & warehouse
- Fill orders in stockroom and warehouse
- Assist in ordering parts for service personnel
- Pick and deliver parts
- Must have valid driver's license

Job Class 1 – 11

APPENDIX “C”

Tool Lists, Article 14

Any new power tools purchased through the company or from any other company has to be recorded with Advance. These power tools have to be of the name brands and spec's stipulated below. Snap-On-Tools that had been previously recognized will continue to have repair coverage.

1. Circular saw – 13 amp minimum – Makita, Dewalt, Skil, Black & Decker, Milwaukee.
2. Air Chisel – CP 714, CP 715, Bluepoint.
3. 3/8" Air Drill – Mac, Bluepoint, Ingersol Rand, C.P.
4. ½" Air Drill – Mac, Bluepoint, Ingersol Rand, C.P.
5. 3/8" Air Ratchet – Mac, Bluepoint, Ingersol Rand, C.P.
6. ½" Air Impact – Mac, Bluepoint, Ingersol Rand, C.P.
7. 3/8" Air Impact (optional) – Mac, Bluepoint, Ingersol Rand, C.P.
8. 7" Angle Grinder 15 amp-Makita, DeWalt, Black & Decker.
9. 5" Air Grinder (optional) – Mac, Bluepoint, Ingersol Rand, C.P.
10. Die Grinder (optional) – Mac, Bluepoint, Ingersol Rand, C.P.
11. 5" Electric Grinder (10 amp) – Makita, DeWalt.
12. Air Sawzall (optional) – C.P.
13. Cordless Drill (service only) – 14.4 – 18 Volt ½" – DeWalt, Makita, Milwaukee.
14. Electric Sawall – DeWalt – Milwaukee.

When purchasing used tools from other employee's current/previous or any other sources, the following guidelines must be followed:

- Tools must have been previously registered with Advance and a proof of purchase must be submitted.

- Tools cannot be any older than 1 year if purchased outside of the Company and a proof of purchase is required.
- Tools must appear on the employee's tool list and follow list requirements e.g. brand name, amperage.
- Used tools must be submitted to the Maintenance Foreman for inspection before being purchased from within the shop and outside the shop.
- Used tools that are purchased without first being subjected to the above guidelines will not qualify for replacement or repair.

Rail Division:

Prybar (Westward)
 Torpedo Level
 Ball Peen Hammer 2 lbs.
 Double Face Sledge 6 lbs. and 4 lb. minimum
 12" Adjustable Wrench
 Vise Grip – Standard 2
 Vise Grip – C-Clamp 2
 Tri Square (Stanley)
 48" Alum Level
 Welder Pliers or equivalent
 7½" Circular Saw, 13 Amp Minimum
 Air Chisel
 5" Air Grinder and Die Grinder – Optional
 ½" Air Drill – Optional
 3/8 Air Ratchet - Optional
 5" Electric Grinder - Optional

Final Assembly:

Ball Peen Hammer 2 lbs.
 5 Pce Screwdriver Set
 14 Pce Combination Wr. Set (3/8 – 1¼)
 10" Adjustable Wrench
 Vise Grip – Standard 2
 Vise Grip – C-Clamp 2
 Tri Square (Stanley)
 9" Torpedo Magnetic Level

Final Assembly (continued):

8" Pliers
24" Level
Welder Pliers or equivalent
9 Pce Hex Key Set - Optional
Utility Knife
5" Air Grinder and Die Grinder - Optional
12 Pce Ind Deep Socket Set – Impact
9 Piece 3/8" Drill Deep Impact Sockets
3/8" Air Drill
½" Air Drill
3/8" Air Ratchet Wrench
½" Air Impact Wrench
3/8 Air Impact – Optional
Air Sawzall - Optional

GD I and GD II and SERVICE GD:

Ball Peen Hammer 2 lbs
5 Pce Screwdriver Set
14 Pce Combination Wr. Set (3/8 – 1¼)
10" Adjustable Wrench
Vise Grip – Standard 2
Vise Grip – C-Clamp 2
Tri Square (Stanley)
9" Torpedo Magnetic Level
Welder Pliers or equivalent
9 Pce Hex Key Set – Optional
Utility Knife
5" Air Grinder and Die Grinder - Optional
12 Pce Ind Deep Socket Set ½ – Impact
9 Pce and Deep Socket set 3/8 - Impact
24" Alum Level - Optional
3/8" Air Drill
½" Air Drill
3/8" Air Ratchet Wrench
½" Air Impact Wrench
3/8 Air Impact – Optional
Air Sawzall - Optional

Component Fabricator:

Ball Peen Hammer 2 lb.
5 Pce Screwdriver Set
14 Pce Combination Wr. Set (3/8 – 1¼)
10" Adjustable Wrench
Vise Grip – Standard 2
Vise Grip – C-Clamp 2
Tri Square (Stanley)
9" Torpedo Magnetic Level
Welder Pliers or equivalent
9 Pce Hex Key Set - Optional
Utility Knife
5" Air Grinder and Die Grinder - Optional
12 Pce Ind Deep Socket Set – Impact ½"
9 Pce Ind Deep Socket Set Impact 3/8"
3/8" Air Drill
½" Air Drill
3/8" Air Ratchet Wrench
½" Air Impact Wrench
3/8 Air Impact – Optional
Air – Sawzall – Optional
5" Electric Grinder - Optional

Factory Division:

12" Adjustable Wrench
Vise Grip – Standard 2
Vise Grip – C-Clamp 2
Tri Square (Stanley)
Punch – Small Set
5" Air Grinder and Die Grinder – Optional

Electrical Department:

½" Air Drill
3/8 Air Drill
3/8 Air Ratchet
3/8 Air Impact
Air Grinder
Air Chisel

Electrical Department (continued):

Needle Nose Pliers
9"Torpedo Level
Wire Crimper
Wire Cutter
Set of Nut Drivers
Set of Combination Wrenches 5/16 to 1"
Set of 5 Screw Drivers
Set of Sockets 3/8
Hammer – 2 lb. Ball Pein
Set of Allen Keys
Mini Torch
Utility Knife
Tool pouch – optional
Vise Grips C Clamp 2
Combination Square
Flashlight
12" channel lock
Air Sawzall - Optional

Maintenance Tool List:

2 lb Ball Pein Hammer
Screwdriver Set
SAE Wrench Set
Metric Wrench Set
Rollpin Punches
Chisel and Punch Set - Small
Needle Nose Pliers
Channel Lock Pliers
Side Cutters
Slip Joint Pliers
Crescent Wrenches – 8-10-12"
Allen Wrench Set
Micro Torch
Wire Stripper
Snap Ring Pliers
Assorted Files
Nut Driver Set
Crimpers

Maintenance Tool List (continued):

Vise Grips – 2 Standard
Soft Faced Hammer – 2-2½ lbs.
Pocket Multi-Meter
AAA Flashlight
Pocket Voltage Tester
Utility Knife
Pocket Magnet
Electrician Tool Pouch/w Belt – Optional
Torx Set
Dental Picks
SAE Socket Set 3/8
Metric Socket Set 3/8
12V Circuit Tester

Suspension Division:

2 lb Ball Pein
12 Pce Screwdriver Set
14 Pce Combination Wr. Set (3/8 – 1¼)
10" Adjustable Wrench
12" Adjustable Wrench
Vise Grip – Standard 2
Vise Grip – C-Clamp 2
Tri Square (Stanley)
9" Torpedo Magnetic level
8" Pliers
12" Channel lock
Welder Pliers or equivalent
Punch and Chisel Set - Small
Side Cutters
9 Pce Hex Key Set - Optional
Utility Knife
12 Pce Ind Deep Socket Set - Impact
6 lb Double Face Sledge
3/8" Air Drill
½" Air Drill
3/8" Air Ratchet Wrench
½" Air Impact
7" Angle Grinder

Suspension Division (continued):

3/8 Air Impact - Optional
5" Air Grinder and Die Grinder - optional
5" electric – grinder – optional

Service Trailer Mechanic:

12 Pce Screwdriver Set
14 Pce Combination Wr. Set (3/8 – 1¼)
12" Adjustable Wrench
Vise Grip – Standard 2
Vise Grip – C-Clamp 2
Tri Square (Stanley)
8" Pliers
12" Channel Lock
Welder Pliers or Equivalent
Punch and Chisel Set - Small
9 Pce Hex Key Set - Optional
Utility Knife
6 lb Double Face Sledge
½" Full Set of Sockets (Impact) Deep & Shallow
3/8" Full Set of Sockets (Impact) Deep & Shallow
Pry Bar Set (4)
2 lb. Ball Peen Hammer
24" Alum Level
3/8" Air Drill
½" Air Drill
3/8" Air Ratchet Wrench
½" Air Impact Wrench
Air Chisel
1 – 1/8" Tubing Cutter
7½" Circular Saw, 13 Amp Minimum
5" Air Grinder - Optional
Die Grinder - Optional
5" Electrical Grinder - Optional
3/8 Air Impact - Optional
Air Sawzall – Optional
Electric Sawzall – Optional

Service Electrical:

OHM Meter/Volt Meter
12 Volt Test Light
Micro-Torch
Torpedo Level
Tri-Square Stanley
Tool Pouch - Optional
Torx Screwdriver Set
Wire Strippers Klien
Cordless Drill 14.4 – 18 Volt. $\frac{1}{2}$ " Chuck - Optional
Tubing Cutter $1\frac{1}{4}$ "
Nut Driver Set
Heavy Duty 10" Klien Crimpers for Hose Reels
Light Duty Waldon Crimpers for Computer Wires
5 Pce Screwdriver Set
14 Pce Combination Wr. Set (3/8 – $1\frac{1}{4}$)
8" Adjustable Wrench
12" Adjustable Wrench
Vise Grip – Standard 2
Vise Grip – C-Clamp 2
8" Pliers
12" Channel Lock
Welding Pliers or equivalent
Punch - Small
9 Pce Hex Key Set
Utility Knife
 $\frac{1}{2}$ Drive Full Set of Sockets (Impact) Deep & Shallow
3/8 Drive Full Set of Sockets (Impact) Deep & Shallow
Pry Bar Set (4)
2 lb. Ball Pein Hammer
24" Alum Level
3/8" Air Drill
 $\frac{1}{2}$ " Air Drill
3/8" Air Ratchet Wrench
 $\frac{1}{2}$ " Air Impact Wrench
Air Chisel - Optional
1 1/8" Tubing Cutter
7 $\frac{1}{2}$ " Circular Saw, 13 Amp Minimum - Optional
5" Air Grinder
Die Grinder

Service Electrical (continued):

5" Electrical Grinder - Optional
3/8 Air Impact - Optional
Cordless Soldering Gun
Air Sawzall - Optional

Service Truck Mechanic:

12 Pce Screwdriver Set
14 Pce Combination Wr. Set (3/8 – 1 $\frac{1}{4}$)
8" Adjustable Wrench
10" Adjustable Wrench
12" Adjustable Wrench
Vise Grip – Standard 2
Vise Grip – C-Clamp 2
Inch and Metric Tri Square
12" Channel Lock
Welder Pliers or equivalent
Punch and Chisel Set – Small
9 Pce Hex Key Set
Utility Knife
6 lb Double Face Sledge
 $\frac{1}{2}$ Drive Full Set of Sockets (Impact) Deep and Shallow
3/8 Drive Full Set of Sockets (Impact) Deep and Shallow
Pry Bar Set (4)
Torx Screwdrivers
6mm-22mm Wrenches
Moon Wrenches
Hose Clamp Pliers
 $\frac{1}{4}$ Dr. Ratchet and Socket Set
Hack Saw
Snap Ring Pliers (3)
Air Hammer
Dead Blow Hammer – 2 – 3 lb.
OHM Meter
Easy Out Set
Wire Strippers
Test Light
Antifreeze Tester
Battery Hydrometer

Service Truck Mechanic (continued):

Set of Dental Picks
Assortment of Metal Files
Metric and Standard Allen Wrenches
Battery Terminal Cleaner
3/8 Drive Hex Key Socket Set
Seal Puller
Magnet
3/8 Torx Sockets
Ball Joint Separators
Bearing, Race and Bushing Driver Set - Optional
 $\frac{1}{2}$ "Torque Wrench - Optional
Brass Punch and Hammer
Feeler Gauges
Gasket Scrapers
Air Blow Gun
Needle Nose Pliers
Tire Air Gauge
 $\frac{1}{2}$ " Drill (Air)
Air Die Grinder
7/16-7/8 Offset Wrenches
3/8 Dr. Ratchet and Sockets
Side Cutting Pliers
2 lb Ball Peen Hammer
3/8" Air Drill
 $\frac{1}{2}$ " Air Drill
3/8" Air Speed Ratchet Wrench
 $\frac{1}{2}$ " Air Impact Wrench
Air Chisel
1-1/8" Tubing Cutter
5" Air Grinder
3/8 Air Impact
5" Electric Grinder – Optional
Air Sawzall - Optional

Service Trailer Mechanic Level I:

12 Pce Screwdriver Set
14 Pce Combination Wr. Set (3/8 – 1 $\frac{1}{4}$)
12" Adjustable Wrench

Service Trailer Mechanic Level I (continued):

Vise Grip – Standard 2
Vise Grip – C – Clamp 2
Inch and Metric Square Tri
8" Pliers
12" Channel Lock
Welder Pliers or equivalent
Punch and Chisel Set – Small
9 Pce Hex Key Set – Optional
Utility Knife
6 lb. Double Face Sledge
 $\frac{1}{2}$ Dr. Impact and Full Set of Sockets (Impact) Deep & Shallow
 $\frac{3}{8}$ Dr. Impact and Full Set of Sockets (Impact) Deep & Shallow
Pry Bar Set (4)
2 lb. Ball Pein Hammer
24" Aluminum Level
3/8" Air Drill
 $\frac{1}{2}$ " Air Drill
3/8" Air Speed Ratchet Wrench
 $\frac{1}{2}$ " Air Impact Wrench
Air Chisel
5" Air Grinder – Optional
Die Grinder – Optional
3/8" Air Impact – Optional

APPENDIX “D”

Eligibility for Attendance Credits

Does not affect eligibility

- 0509 day of injury
- Death in family
- No work
- Jury duty
- Meeting of Safety Committee
- Association Business
- Act of God
- Vacation
- Stat Holiday
- RTW (subject to full attendance)

Affects eligibility

- WCB
- Group Insurance
- SGI
- Self sick
- Unexcused absence
- Late
- Excused other
- Discipline
- Leave of absence
- Paternity leave
- School
- Sick leave

October 22, 2010

Letter of Understanding

Re: Application of Article 8:03 paragraph

“In the event that an employee transfers within the facility the Employer will limit the amount of wage reduction an employee might suffer. Unless the employee transfers to the Shipping and Receiving, Stockroom, General Duty I, Service General Duty, Service Stockroom, Maintenance I or Machine Operator I the maximum wage reduction will be capped at 20% of their previous wage.”

The Company and Association agree that a review/discussion will occur with a representative of the Association and the Production or Service Manager, as the case may be, as to the level of wage reduction of the individual employee. This will allow the employee and Association the opportunity to provide additional information that may influence the Company’s decision as to the appropriate wage reduction. The Company reserves its rights under Article 4. The Company will re-evaluate the individual after 90 days.

Advance Engineered Products Ltd.

Advance Employees’ Association

October 22, 2010

Letter of Understanding

Re: Straight Day Shift for the Association Negotiation Committee during active negotiations

The Company and Association recognize that during contract negotiations, Association Negotiation Committee Members need to be able to meet, sometimes on short notice. The Company will make every reasonable effort to assign the Committee Members to straight days during active contract negotiations.

Advance Engineered Products Ltd.

Advance Employees' Association

October 22, 2010

Commitment by Both Parties

Re: Service and Shipping & Receiving Job Descriptions and operating the Seam Welder

The Company and Association agree to commit to discuss and review the remaining Service and Shipping & Receiving Job Descriptions as well as operating the Seam Welder to resolve the issues.

Advance Engineered Products Ltd.

Advance Employees' Association

Index

Administration	27
Attendance Credits	26
Benefits	25
Bereavement	18.02
Bumping	9.02
Call in Allowance	15.05
Cola	15.02
Contracting Out	11
Definitions	2
Discharge	7
Discipline	4
Duration	28
Education	27
Emergency Call In	15.05
Evaluations	12
Grievances	5
Holidays	17.02
Hours of Work	16.01
Injury Pay	18.01
Job Postings	8.05
Jury Duty	18.03
Layoffs	9.01
Lead Hands.....	27
Leave of Absence.....	13
Lunch Period.....	16.03
Management	3

Overtime	16.02
Probation	8.01
Recall	9.03
Recognition	3
Reporting Allowance	15.04
Rest Periods	16.04
RRSP	25
 Safety	13
Seniority	8.03
Severance	9.04
Shift Rotation	16.05
Shift Premium	15.03
Straight Shifts	16.06
Super Seniority	9.05
 Tools	17
Transfers	8.04
 Vacations	17.01
 Wages	15.01

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