

COLLECTIVE AGREEMENT

BETWEEN

OMNI FACILITY SERVICES CANADA CORP.

-And-

UNITED STEELWORKERS OF AMERICA,

LOCAL 6166

DURATION: Effective JULY 2, 2004 - SEPTEMBER 1, 2007

**OMNI FACILITY SERVICES CANADA CORP. AND UNITED STEELWORKERS OF AMERICA,
LOCAL 6166
COLLECTIVE BARGAINING AGREEMENT
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ARTICLE 1 - PURPOSE

- 1.01 It is the intent and purpose of the Union and the Company to further harmonious industrial relationships between the company and its employees included in this bargaining unit.

ARTICLE 2 – DEFINITIONS

- 2.01 Full-time Employee
A Full-Time Employee shall be a person who is normally scheduled to work thirty (30) or more hours every week.
- 2.02 Part-time Employee
A Part-Time Employee shall be a person who is normally scheduled to work less than thirty (30) hours per week.
- 2.03 Casual Employees
A Casual Employee shall be a person called in from time to time but not normally scheduled.
- 2.04 When the masculine is used it shall also mean the feminine gender and vice versa, wherever applicable.
- 2.05 Where the plural is used it shall also mean the singular and vice versa, wherever applicable.

ARTICLE 3 – UNION RECOGNITION

- 3.01 The Company recognizes the Union as the sole collective bargaining agent for all janitorial employees of OMNI FACILITY SERVICES CANADA CORP. employed in the City of Thompson, province of Manitoba, save and except Supervisors, persons above the rank of Supervisor and those excluded by the Act.
- 3.02 The Union recognizes that it is the Company's exclusive right to operate and administer its affairs and no union activity shall be carried on at the premises of the Company except as specifically authorized by the provisions of this agreement.

ARTICLE 4 - MANAGEMENT RIGHTS

- 4.01 The Union recognized that it is the function of management to efficiently manage the affairs of the business and to direct the working forces of the Employer.
- 4.02 Such Management function shall be:
- (a) to maintain discipline of Employees, including the right to make reasonable rules and regulations, provided, however, that any dispute as to the reasonableness of such rules and regulations shall be subject to the grievance procedure of this agreement.
 - (b) to discharge, discipline or demote Employees for just cause and also to hire, transfer, promote and to assign Employees to shifts, provided the seniority provisions of this Agreement are observed and provided demotion shall not be used as a disciplinary measure;
 - (c) generally to manage the industrial enterprise in which the company is engaged, and to exercise all the rights of management except to the extent that such rights are modified by this Agreement.

- 4.03 In administering this agreement the employer shall act reasonably, fairly, in good faith and in a manner consistent with the Agreement as a whole.

ARTICLE 5 - UNION SECURITY & CHECK OFF OF UNION DUES

- 5.01 The Employer shall deduct from each Employee's pay cheque, an amount equal to the dues assessed by the Union.

The Union shall advise the Employer in writing, amounts assessed for Union dues, and any changes are to be notified no less than fifteen days in advance.

Such deductions shall be made from the pay cheques of each employee on the closest payday to the 15th day of the month following the month for which such deduction is made. Such deductions shall be made payable to the International Treasurer of the Union and forwarded to the United Steelworkers of America, Unit D, Box 34223, VANCOUVER, B.C. V6J 4N1, accompanied by a list of all employees from whose wages the deduction have been made and the amounts so deducted from each Employee's wages, a copy of which list, together with Form R115, shall be forwarded to the Union Local 6166, at 19 Elizabeth Drive, Thompson, Manitoba, R8N 1S7.

- 5.02 The Employer agrees to submit to the Union on a quarterly basis, a list of all Employees covered by the Agreement as defined by Clause 3.01. The list shall contain the following: Name, Address and Phone Number.

- 5.03 The Employer shall indicate the amount of Union dues paid, or equivalent, on the T-4 of each Employee.

ARTICLE 6 – REPRESENTATIVES, STEWARDS & MEMBERS OF COMMITTEES

- 6.01 The Union agrees to advise the Employer, the names of the elected Committee within fifteen (15) days of such nominations. Any changes arising shall be submitted to the Employer without delay.

ARTICLE 7 – RESPECT IN THE WORKPLACE

- 7.01 The Union and Employer mutually agree there shall be no discrimination or harassment by either of them or members of the Union against any Employees by reason of employees' sex, race, national origin, colour, religion, political belief, age, sexual orientation, family status, marital status, mental disability or physical handicap.

The Union and Employer also agree that no employee should be subjected to sexual harassment. The parties mutually agree that employees have a right to work in an environment free of sexual harassment. The Employer will take whatever action it deems necessary to maintain such a working environment. The action taken by the Employer may include discipline, and/or the termination of the employment of any person engaging in sexual harassment.

Any employee may initiate a grievance alleging harassment or sexual harassment under the grievance procedure. Where the alleged harasser is the person who would normally deal with the grievance, the complaint will automatically be advanced to the next step in the grievance procedure.

Complaints of alleged sexual harassment will be held with all possible confidentiality.

- 7.02 The Union and the Employer recognize the right of Employees to work in an environment free from sexual harassment and the Employer undertakes to discipline any person employed by the Employer engaging in sexual harassment of another Employee.

Sexual harassment shall be defined as:

- i) Inappropriate touching including which is expressed to be unwarranted;
- ii) Suggestive remarks or other verbal abuse with a sexual connotation.
- iii) Compromising invitations
- iv) Repeated or persistent leering at a person's body;
- v) Demands for sexual favours;
- vi) Sexual assault: In cases of sexual harassment, the Employee being harassed has the right to discontinue contact with the alleged harasser without incurring any penalty, pending investigation. In cases where sexual harassment may result in the transfer of an Employee, where possible, it shall be the harasser who is transferred. The Employee who is harassed will not be transferred against his/ her will.

An Employee may initiate a grievance under this clause at any step of the grievance procedure. Grievances under this Clause will be handled with all possible confidentiality and dispatch.

An alleged offender under this Clause shall be entitled:

- i) to be given notice of the substance of a grievance under this Clause;
- ii) to be given notice of and to attend, participate in and be represented at any arbitration hearing which is held as a grievance under this Clause.

An Arbitrator hearing a grievance under this clause shall have the authority to:

- i) Dismiss the grievance;
- ii) Determine the appropriate level of discipline;
- iii) Make such further order as may be necessary to provide a final and conclusive settlement of the grievance.

An alleged offender under this Clause shall not be entitled to grieve disciplinary action taken by the Employer which is consistent with the award of the Arbitrator.

ARTICLE 8 - SENIORITY

- 8.01 Seniority shall be bargaining unit wide. In the event of layoff, an Employee will displace first the least senior Employee in his own classification, and secondly, the least senior Employee in any other classification, subject to qualifications as defined in Article 10, Clause 10.02.

The Company will train an Employee to facilitate layoff by reverse order of seniority in the event of a layoff.

- 8.02 An Employee's seniority shall be that period of continuous service in the bargaining unit from the last date of hire with the Company.

- 8.03 An Employee will be considered on probation and will not be subject to the seniority related provisions of this Agreement and not be placed on the seniority list until after he/she has worked Three Hundred & Twenty (320) hours.

- 8.04 a) A probationary Employee shall not have access to the grievance and arbitration procedure with regard to his discipline or termination, and it is understood and agreed that the decision whether

to retain or terminate a probationary employee is at the discretion of the company. The company will not act in a discriminatory manner in terminating the probationary Employee.

- b) The probationary Employee shall not exercise job bidding rights as specified in Article 10 for the first twenty (20) worked days of the probationary period, and then may only exercise these rights one time during the probationary period.

8.05 An Employee shall lose all seniority and shall be deemed to have terminated employment with the Company:

- a) By voluntarily leaving the employ of the Company;
- b) If an Employee is discharged and is not reinstated pursuant to the grievance and arbitration procedure as provided in this Contract;
- c) If an Employee has been temporarily laid off and fails to reply to a recall notice, within 48 hours of receiving such notice. It shall be the Employee's responsibility to keep the Company informed of any change in the Employee's address;
- d) If an Employee overstays a leave of absence granted by the Company without securing an extension in writing of such leave of absence unless the extension is due to circumstances beyond the control of the Employee, whereupon the Employee must notify the Company by telegram or registered letter of the circumstances and probable return date; or if he takes employment other than that declared and agreed upon when applying for the leave of absence;
- e) If an Employee is absent from work for three (3) or more consecutive working days without notification to the Company unless such failure is a result of circumstances beyond the control of the Employee, including the illness of the Employee;
- f) If a senior Employee is laid off and not recalled within twelve (12) months from the date of lay off.
- g) Is off due to accident or illness for a non occupational accident or non occupational illness for twelve (12) consecutive months, and does not respond within four (4) weeks to a letter from the Employer requesting status of the Employee, sent by registered mail to the Employee's last known address at the end of the 11th month.

8.06 An Employee shall maintain but not accumulate seniority under the following conditions:

An approved (granted by the Employer in writing) unpaid leave of absence exceeding thirty (30) continuous days, except for the following conditions:

- i) Maternity leave as per Article 19.06
- ii) Education leave as per Article 19.07
- iii) Union leave as per Article 19.08
- iv) Family responsibility leave as per Clause 19.09
- v) While receiving Workers Compensation benefits or while awaiting adjudication of a WCB claim
- vi) While absent from work due to non-occupational illness or accident provided medical proof is submitted to the Employer.

8.07 An Employee promoted outside the bargaining unit accumulates and retains seniority for a period of thirty (30) days, effective the time of promotion. During this period of thirty (30) working days, the

Employer may return the Employee to the bargaining unit, or keep said Employee in new position. The Employer shall advise the Union.

- 8.08 Seniority and capability to perform the work required shall be the governing factor in temporary assignments between classifications and non-disciplinary demotions.
- 8.09 Provided the Employer will not incur any cost, whenever possible, available hours will be given to Part Time Employees before Casual Employees in order to provide them with the maximum of thirty (30) hours of work per week.
- 8.10 Once a Casual Employee has accumulated 320 hours in a year he/she will be deemed to have completed his/her probationary period.
- 8.11 A separate seniority list will be maintained for Casual Employees.
- 8.12 Casual Employees will be called in for available work in order of their seniority provided they have the skill and ability to do the work.
- 8.13 No new Casual Employees will be hired until all current Casual Employees have been offered available hours.
- 8.14 In the event that the workforce is reorganized, the most senior displaced Employee will be permitted to bump or displace the most junior Employee. In the event that a senior Employee cannot bump the most junior Employee within the department or building, the most senior Employee shall bump the most junior Employee he or she is capable of bumping. In order to facilitate bumping by seniority, training will be made available to senior displaced Employees who would otherwise not be qualified to assume the duties if a junior Employee.

ARTICLE 9 - LAY-OFF AND RECALL

- 9.01 In the event of a reduction in the workforce, the Employee(s) with the least seniority, notwithstanding Article 10, Clause 10.05, shall be laid off first provided the Employee(s) retained on this basis are qualified as defined in Article 10, Clause 10.02.
- 9.02 Recall of Employee(s) on lay-off shall be in the inverse order of lay-off provided the employee(s) being recalled are qualified as defined in Article 10, Clause 10.02.
- 9.03 Where a lay-off is of a temporary nature not to exceed three (3) working days, the Company may lay off an Employee without regard to seniority.
- 9.04 A Part-time Employee shall not be entitled to exercise his/her seniority against a Full Time Employee if the consequence of doing so results in the lay-off of the Full Time Employee.
- 9.05 The Employer agrees that no new Employees will be hired while Full Time or Part Time employees are on lay off. If laid off employees do not have the necessary skills and ability to the work available they will be given such training.

ARTICLE 10 - VACANT POSITIONS

- 10.01 The Company shall post notice of the initial permanent job vacancy within the bargaining unit for seven (7) working days and any successful candidate shall be moved to his new position as soon as it is practical to do so. The Union and the Company recognize the desire of the Employee to move to his/her new position and the need of the operation to have properly trained Employees in each function. Job posting vacancy notices and successful applicant notices will be recorded at the Company office and will be made available to the Union upon request.

With the above in mind, Employees new to the organization may be initially placed in the Dry for up to fifteen (15) working days to be trained in the proper procedures. This may result in either the delay of an Employee being transferred into the Dry, or the temporary transfer of an Employee from the Dry to another location. It may also require an employee new to a location to work with an employee experienced in the same location for up to five (5) work days.

If there shall have been no applicant, or no successful applicant for such job, such fact shall be posted. The Company, if it fills such job from within the bargaining unit, shall select from among the Employees therein, subject to the requirements of Article 10.02, that Employee having the lowest seniority ranking.

The name of the successful applicant will be posted as soon as practical.

- 10.02 The basis the Company shall use in selecting the successful candidate shall be subject to the capability of the Employee to fill requirements of the job. When two (2) or more Employees have comparable competence and ability to do the job required, then seniority will be the governing factor in making the selection. If in the opinion of the Company after a reasonable trial and training period of ten (10) working days, the Employee demonstrates an inability to properly fulfil the job requirements, the Employee will be returned to his original job.
- 10.03 If an Employee is assigned to a higher-rated position, such Employee shall receive pay for the higher-rated position for all hours worked in that position.
- 10.04 If a regular Employee is temporarily assigned to a lower-rated position, such Employee shall be paid his/her regular pay.
- 10.05 While maintaining seniority rights during normal circumstances of employment, when an Employee is transferred to a lower-rated position instead of being laid off, in agreement between the Employee and the Union and the Employer, for want of work, such Employee shall be paid the rate of the position he/she is transferred to.

ARTICLE 11 – GRIEVANCE PROCEDURE

- 11.01 a) If an Employee has a complaint which he has been unable to resolve with his supervisor, a Steward or a Union representative may attempt to resolve the complaint on behalf of the Employee.
- b) It is the further intent of the parties that issues and concerns be resolved prior to using the discipline or grievance procedures. To accomplish this, the Employee accompanied by a Union Steward or Union representative, if requested by the Employee or supervisor, should first attempt to resolve matters.
- c) Should any difference remain between the Company and any of the Employees as to the meaning, application, or alleged violations of the provisions of this agreement, an earnest effort

shall be made to settle such difference without undue delay as outlined in the grievance procedure.

- d) If it should be determined under the grievance procedure that the discharge or suspension of any Employee is in violation of this Agreement, then the Arbitrator will have full discretion as to the disposition of the matter up to and including reinstatement with full compensation (less money earned by the employee during the time lost) at the Employee's basic rate plus any applicable location premiums for the lost time while off work, limited to an Employee's regularly scheduled shift schedule.
- e) In any event, if reinstated with or without pay, the Employee's seniority shall continue as if no discharge or suspension had occurred.

11.02 A grievance will be defined as any difference, dispute or complaint arising from the interpretation, administration, application, or alleged violation of this Collective Agreement, and will be submitted to the Company within seven (7) working days of the event in question, or seven (7) working days from the time the employee or the Union should reasonably have known of the occurrence of the event upon which the grievance is based, in accordance with the following procedure.

STEP 1

An Employee having a grievance shall submit his grievance orally, to his immediate supervisor. An Employee may be accompanied by a Union Steward, or in the absence of the Union Steward, a Union Representative. A written answer shall be given by the Supervisor within five (5) working days.

STEP 2

Failing a satisfactory settlement at Step 1, the grievance shall be submitted to the Branch Manager, Thompson, within five (5) days worked from response at Step 1. A meeting will be held with the griever and the Union Steward. The Branch Manager shall give a written answer within five (5) working days of the Step 2 meeting.

STEP 3

Failing a satisfactory settlement at Step 2, the grievance shall be submitted to the Branch Manager, Winnipeg, within five (5) days worked from response at Step 2. A meeting will be held with the griever, a Union Steward, a Union Representative and Company Representatives. The Branch Manager, Winnipeg, shall give a written answer within five (5) working days of the Step 3 meeting.

- 11.03 Failing a satisfactory settlement of the grievance at Step 3, the matter may be referred to arbitration within a period of fifteen (15) working days from the receipt of the Company's written answer at Step 3.
- 11.04 The Company or the Union may file a policy grievance directly at Step 2 of the grievance procedure. The parties agree to meet within five (5) working days of such grievance being lodged.
- 11.05 A claim by an Employee who has completed his probationary period that he has been unjustly discharged from his employment shall be treated as a grievance, if a written statement of such grievance is lodged with the Branch Manager or his designate within seven (7) working days after the Employee ceases to work for the Company. All preliminary steps of the grievance procedure prior to Step 2 will be omitted in such cases.

ARTICLE 12 - ARBITRATION

12.01 Disputes that are carried to arbitration shall be heard before a sole arbitrator. An arbitrator will be selected in sequence from the following panel:

Arne Peltz
Garth Smorang
Michael Green
Richard Wolson

12.02 When either party requests that a grievance be submitted to arbitration as herein with provided, it shall notify the other party within fifteen (15) days of the decision at Step 3. An Arbitrator will be selected in sequence as per the panel as noted in Clause 12.01, commencing with the first name listed and continuing on a rotation basis.

12.03 The decision of the Arbitrator will be final and binding upon the parties hereto.

12.04 The parties will jointly bear the fees and expenses of the Arbitrator.

12.05 The Arbitrator shall not have the power to alter, modify or amend any part of this agreement but shall base his decision on the contractual rights of the parties as disclosed by this agreement.

12.06 Where a violation of this Agreement is alleged, or a difference between the parties relating to the meaning or application of the Agreement may notify the other party in writing of its desire to submit the alleged violation or difference to arbitration, the Employer and Union will make a joint application to the Minister of Labour for Manitoba to have a grievance mediator appointed to assist them in resolving the alleged violation or difference. No matter may be submitted to arbitration that has not been carried through all previous steps of the grievance procedure.

ARTICLE 13 DISCIPLINARY PROCEDURE

13.01 In all meetings, interviews or investigations dealing with discipline, a Shop Steward or Union representative shall be present. If a Shop Steward or Union representative is not available, the meeting will be postponed until such time as the Union representative is made available. This does not preclude the Employer from taking immediate action whenever warranted.

13.02 Unjustified irregularity of attendance or lateness on the part of any Employee shall render him liable for disciplinary action.

13.03 The Employer agrees that any reprimand, suspension or disciplinary note shall be removed from the Employee's personal record after six (6) months.

13.04 The Employer will inform the Union of any Employee issue or concern that may lead to discipline.

13.05 The Employer will make every effort to provide the Local Union with copies of written reprimands, suspensions or disciplinary notes given to Employees.

ARTICLE 14 - HOURS OF WORK

14.01 The normal workweek shall consist of five (5) workdays of eight (8) hours in any one (1) day or forty (40) hours in any one (1) week. This paragraph must not be interpreted as meaning that the Company guarantees a specific number of hours of work per week or per day or a specific number of days per week.

Any hours worked by an employee in excess of eight (8) hours a day or forty (40) hours per week shall be compensated at the rate of time and one half (1 1/2) his/her regular straight-time hourly rate.

14.02 The Employer maintains the right to schedule shifts in accordance with work requirements and agrees to post schedules for all regularly scheduled Employees prior to the commencement of the shift rotation in an appropriate location as mutually agreed to by the parties.

14.03 For shifts five (5) hours or greater Employees shall receive a thirty (30) minute paid lunch break.

14.04 All Employees who are scheduled to work a minimum of four (4) hours on a given shift shall be entitled to a paid ten (10) minute rest break. If an Employee's shift is in excess of six (6) consecutive hours he shall be entitled to a second additional ten (10) minute paid break after lunch.

14.05 An Employee unable to report for work due to sickness or other justifiable reason shall notify his immediate supervisor as early as possible and in any event not later than one (1) hour before commencement of the shift he/she was due to report for, unless prevented due to circumstances outside his/her control.

When notifying the Company of absence, an Employee must give an estimated date of return. If later he/she is unable to return on that date, a new return date must be given to the supervisor on or before the original estimated date of return.

ARTICLE 15 – OVERTIME

15.01 When overtime is planned in advance, the Employer shall distribute overtime work as evenly as practicable among Employees who are qualified to do the work in their assigned building before assigning such work on a bargaining unit wide basis. Such overtime work shall be recorded and such record shall be made available to all Employees.

15.02 Each Employee who works overtime will be paid for such work at the applicable overtime rate.

ARTICLE 16 - HOLIDAYS

16.01 Each Employee who is not required to work on any of the following days shall receive a normal day's payment at his/her regular straight-time hourly rate for the celebration of the holidays listed hereunder:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Christmas Day
Canada Day	Remembrance Day

16.02 The eligibility for statutory holidays will reflect the Employment Standards Act in the Province of Manitoba, at the time of signing of this Agreement.

16.03 Employees required to work on any of the paid holidays shall be compensated at the rate of time and one-half (1 1/2) in addition to their regular straight time hourly rate for the hours they would have normally worked.

16.04 Should any paid holiday occur during an Employee's annual vacation, said vacation shall be extended an amount equal to the number of holidays occurring during the vacation and the employee shall receive his holiday pay.

16.05 Holiday pay for Full-Time shall be defined as straight time hourly pay exclusive of shift premiums calculated for a normal workday.

16.06 Part-Time Employees shall receive statutory holiday pay based on one-fifth (1/5) of their average weekly hours exclusive of overtime and shift premium pay being paid for each holiday, and calculated using the hours worked in the four (4) week immediately prior to said holiday.

16.07 Upon the agreement of the Employee and the Employer, the Employee may take an alternative day off as the statutory holiday.

ARTICLE 17 - VACATIONS

17.01 All Employees covered under the present Agreement are entitled to annual vacations subject to the following terms and conditions:

- i) All Employees who have completed less than one year of service are entitled to one day's vacation for each month of service, providing such vacation does not exceed ten (10) working days per year.
- ii) All Employees who have completed one (1) year service are entitled to two (2) weeks vacation with pay, based on four (4%) percent of salary earned based on the current year.
- iii) All Employees who have completed four (4) years or more of service in the last ten (10) years with the Employer, prior to May 1st, and who have completed at least one (1) full year of full-time employment immediately prior to the anniversary date of the fourth year, are entitled to three (3) weeks vacation with pay, based on six (6%) percent of salary earned based on the current year.
- iv) All Employees with the following years of service with the Company shall have their vacation with pay lengthened:

6 Years of Service or more	1 Additional Day
11 to 15 Years of Service	1 Additional Day
15 to 20 Years of Service	1 Additional Day
21 to 25 Years of Service	1 Additional Day
26 to 30 Years of Service	1 Additional Day

17.02 Vacation pay, if included in a regular cheque, shall be calculated separately.

If a statutory holiday falls during an Employee's vacation period, such day shall be credited to such Employee according to methods pertaining to in Article 16 and shall be reimbursed or carried over as agreed to by the Employer and the Employee.

17.03 After an Employee resigns from the service of the Employer, he has the right to vacation accumulated to the date of his departure.

17.04 Vacations shall not be carried over from one year to another unless mutually agreed to by the Employer and Employee.

17.05 If requested at time of scheduling vacation, an Employee will be granted an additional two (2) days leave without pay for travel time.

17.06 Vacation pay shall be paid one (1) week prior to commencement of scheduled vacation.

ARTICLE 18 - VACATION SCHEDULE

18.01 The Employer shall grant vacation periods based on operational requirements and seniority. Vacations will be granted on the basis that one Employee per building shall be away.

18.02 Vacation year shall be calculated as July 1st to the following June 30th.

18.03 In order to schedule vacation the Employer will distribute vacation request slips, these slips will then be gathered and vacation will be scheduled. After all scheduling has taken place, the final schedule will be posted in a mutually agreed to area(s) at least one month prior to vacation shutdown. The Company will provide copies of Employee vacation schedule request slips to the Local Union in each year of the Collective Bargaining Agreement.

Where the number of work days of vacation to which an Employee is entitled under Article 17, Clause 17.01 are insufficient to cover the full period of vacation shutdown, the Employer shall give that Employee the opportunity to perform any available work provided they have the training to perform such work, taking into consideration his seniority and qualifications to perform such work. This vacation shutdown period shall apply to Full-Time and Part-time Employees only. Casual Employees will only be considered if all Full-Time and Part-Time Employees have had their preferences met. In as much as practicable and subject to operational requirements, all vacation for Employees working at INCO will be taken during the annual shutdown period. (Usually July).

ARTICLE 19- LEAVES OF ABSENCE

19.01 PERSONAL LEAVE

After twelve months service, Employees shall be granted a leave of absence, without pay, and with a continuation of seniority accumulation for a period of time not to exceed thirty (30) days, for personal reasons, provided that such leave may be arranged without undue inconvenience to the normal operations of the Employer. The Employee shall give the Employer a minimum of eight (8) weeks notice when requesting such leave of absence. Both the request for leave by the Employee and the granting or declining of the leave by the Employer shall be in writing, with copies of same given to the Union.

Personal leaves will be of a maximum duration of sixty (60) calendar days. Such leave may be extended for a further thirty (30) calendar days by mutual agreement, in writing, between the Employee and the Employer.

A maximum of two (2) Employees may be on leave at any one time unless the Employer determines otherwise due to operational considerations.

When more than one Employee requests a leave of absence at the same time, the Employer will award the leave by order of seniority.

19.02 A Union Steward may meet the Employer, during working hours, to discuss issues pertaining to grievances.

The Union acknowledges that its Stewards must continue to perform their regular duties and that work related Union activities may be conducted during regular working hours. Furthermore, no Employee will be engaged in any Union activity except as provided in the Agreement, and that;

- a) Said Employee will not leave his or her regular duties without obtaining permission from his/her supervisor who will be given a reasonable explanation for the requested absence; and
- b) The Employee will report to his/her supervisor immediately upon his/her return.

The Company reserves the right to limit the time spent in the servicing of a grievance if it deems the time taken to be excessive.

19.03 BEREAVEMENT LEAVE

- a) In the event of the death of a member of an Employee's immediate family, he/she will be paid at the regular straight time hourly rate, for loss of scheduled work, from the day of death up to and including the day of the funeral for a maximum not to exceed three (3) days. This period may be extended by up to four (4) days leave without pay if reasonable justification is provided to the Employer.
- b) Immediate Family includes: the Employee's spouse and the Employee's spouse's parent, child, brother, sister, grandparent and grandchildren.
- c) For a spouse or child of an Employee, the maximum bereavement leave shall be ten (10) consecutive days for which the employee will continue to be paid at the regular straight time hourly rate for lost scheduled hours of work.
- d) In any of the above circumstances, should it be impossible or impractical for the Employee to attend the funeral, two (2) days will be granted with pay, without having to attend the funeral.

19.04 JURY DUTY

An Employee who is required for jury duty shall receive compensation from the Company of an equal amount to the difference between the Employee's regular straight-time hourly rate and jury pay, excluding expenses.

19.05 In order to qualify for jury duty leave pay an Employee must substantiate to the Company's satisfaction his claim for the entitlement under this Article.

19.06 MATERNITY LEAVE

The Employer shall grant maternity leave, in accordance with the applicable terms and conditions of Applicable Acts.

19.07 EDUCATION LEAVE

The Employer may grant leave without pay to an Employee after two (2) year's service, for the purpose of completing professional studies, relating to the business, under the following conditions:

- a) The request for leave must be in writing no less than two (2) months before the date of proposed Education Leave, explaining the nature of studies;
- b) Such Leave shall not exceed ten (10) months unless mutually agreed to by both parties;
- c) If the Employee fails to complete said course, he/she must immediately notify the employer to arrange for reintegration;
- d) Within the duration of said Leave, the affected Employee shall not benefit from the terms of the Collective Agreement;
- e) If the Employee fails to maintain regular attendance at the course of training for which that leave was granted, for reasons other than established illness, his leave could be reconsidered by the Company;
- f) The number of Employees on such leave at any one time will not in the opinion of the Company interfere with the requirements and efficiency of operations in the Company.
- g) An Employee will be given the opportunity to work at his/her regular job after completing his schooling for a particular year.

19.08 UNION LEAVE

The Company will grant Union leave to Employees upon seven (7) days notice to the Employer and subject to operational considerations, the Company will grant Union leave to a maximum of two (2) Employees to attend Union supported functions.

19.09 The Company will grant casual leave without pay to those Employees who request such leave as a result of compassionate circumstances or to deal with personal or family matters of a legitimate or compelling nature. Whenever possible, the employee will provide the Employer with seventy-two (72) hours notice.

ARTICLE 20 – HEALTH, SAFETY & ENVIRONMENT

- 20.01 The Company and the Union mutually agree to co-operate in the promotion of safe work for the purpose of protecting employees from injury, accident and unhealthy conditions of work during working hours. The Union shall have the right to discuss matters dealing with safety, health and environment conditions at any time and the Employer must be made aware of any issues or concerns brought forward.
- 20.02 The Employer agrees to a joint Labour/Management Safety, Health & Environment Committee which shall meet at least once a month, but no more than twice each month for the purpose of discussing matters dealing with safety and health conditions and shall conduct safety tours of the premises. The Committee shall be comprised of two (2) members chosen by the Union and two (2) management persons.
- 20.03 Time spent by Employee members of the Safety, Health & Environment Committee while attending committee meetings or making inspections, as part of the committee's inspection team shall be paid for by the Company.
- 20.04 It shall be the duty of all employees to report any potential unsafe work practices or conditions to their supervisor immediately and such condition shall be as subject for discussion at the next meeting of the Safety, Health and Environment Committee.
- 20.05 In the event of a serious accident or incident which has or could have resulted in a critical or fatal injury to an Employee, the Company shall notify the Union in order that a member of the Safety, Health & Environment Committee may be accompanied to the site of the accident or incident as soon as possible after inspections required by law have been completed.
- 20.06 Where an Employee after he/she has commenced work in any day or shift suffers an industrial accident which in the opinion of a medical practitioner prevents him from continuing at work, he/she shall be paid at his/her basic rate plus any applicable premiums.
- 20.07 In any case where subsequent to his/her last date of hiring, the Company requires an Employee to undergo a medical examination to obtain a medical certificate as a condition of employment with respect to a job, the examination will if possible be scheduled during an Employee's regular working hours.
- If it is not possible to schedule such examination during an Employee's regular working hours, the Employee shall be paid no less than 2 hours at his basic rate for any time spent on such examination.
- 20.08 The Employer agrees to provide time off with pay (up to 32 hours per year) for the purpose of allowing members of the Safety and Health Committee to attend Safety and Health seminars. The time and scheduling of this time off is to be mutually agreed upon between the Employer and the Union. Additional time off without pay may be granted to members of the bargaining unit if so requested by the Union, and operational requirements permit. Time off shall not be unreasonably denied.
- During each year of the life of this agreement, the Company will provide WHMIS training to all employees according to existing Legislation. All WHMIS training will be paid by the Company.
- 20.09 The subject matter of training shall be discussed by the Company and Union from time to time as mutually agreed to by the parties.
- 20.10 The company will provide a Safety, Health and Environment bulletin board for the purpose of posting the names of committee members, meetings, minutes, inspection reports and any other applicable information regarding Safety, Health and Environment.

ARTICLE 20A - RIGHT TO REFUSE UNSAFE WORK

- 20A.01 In the event that Section 43 of The Workplace Safety and Health Act is repealed and not replaced, or is replaced in a manner that diminishes an employee's right to refuse unsafe work, this Article 20A shall come into effect.
- 20A.02 An employee may refuse to perform work where he has reasonable grounds to believe and does believe that the particular work is dangerous to his safety or health, or the safety or health of another employee or any other person.
- 20A.03 Where in accordance with Clause 20A.02 an employee refuses to work, the employee shall forthwith report his refusal and the reasons therefore to the immediate supervisor, foreman or any other person in charge at the workplace.
- 20A.04 The person receiving a report under Clause 20A.03 or a person designated by him shall, together with the employee and at the option of the employee, another employee (including, but not limited to, an employee who is a member of the Department Safety, Health and Environment Committee) representing the employee, make an immediate inspection of the worksite and take or cause to be taken such action as is necessary to remedy the dangerous condition.
- 20A.05 Until the dangerous condition reported by an employee under Clause 20A.03 is remedied:
- (a) the employee may continue to refuse to perform the particular work that the employee believed to be dangerous; and
 - (b) the Company shall not assign or require any other employee to perform the particular work unless that employee has been informed by the first employee, or a safety and health officer designated under The Workplace Safety and Health Act, of the employee's refusal to perform the work and the reasons therefore.
- 20A.06 Following completion of an inspection under Clause 20A.04 if the dangerous condition is not remedied, any of the persons carrying out the inspection may notify a workplace safety and health officer of the refusal to work.
- 20A.07 Subject to Clause 20A.05 (b), nothing prevents the doing of any work or thing that may be necessary in order to remedy a condition that is or is liable to be unusually dangerous to the safety or health of an employee.

ARTICLE 21 - TRAINING

- 21.01 The Employer desires to provide an opportunity for workers to advance into areas of greater responsibility by providing training during working hours.

The Company agrees to provide orientation to work procedures in a different area (building) to Employees who sign-up for such orientation. Orientation of a minimum of one (1) shift to a maximum of three (3) shifts, will be provided to a maximum of four (4) Employees by seniority per quarter (calendar).

ARTICLE 22 - GENERAL

- 22.01 Upon completion of the probationary period, the Company will provide:
- Each male employee with two (2) shirts;
 - Each female employee with one (1) bib apron;

And, where required by the Employer, every two (2) years, the Employer will contribute One Hundred dollars (\$100.00.) per year upon presentation of a receipt towards the purchase of approved safety footwear, hard hats, safety glasses (including prescription safety glasses) and work related clothing.

Each Employee will receive an increase of Twenty-Five dollars (\$25.00) in the second year of employment with the Company.

In addition, the Company will provide any required personal protective equipment such as goggles and rubber gloves.

- 22.02 There shall be no pyramiding of benefits.

- 22.03 The Company will provide the Local Union with a list of Job Duties for each area that Employees are assigned.

ARTICLE 23 - STRIKES OR LOCKOUTS

- 23.01 In view of the orderly procedures established by this Agreement for the settlement of disputes and the handling of grievances, the Union agrees that during the life of this Agreement, it shall not declare, authorize or engage in any strike or curtailment of work, nor shall the Company engage in any lockout at Thompson, Manitoba.

ARTICLE 24 – DURATION

- 24.01 Unless changed by mutual consent in writing, the terms of this agreement shall continue in effect from **JULY 2, 2004 TO SEPTEMBER 1, 2007** and shall continue automatically thereafter for annual periods of one year unless either party notifies the other in writing, by registered mail, not more than ninety days or less than thirty days from the expiry of this agreement, or termination of, or proposed revision of, this agreement.

- 24.02 If pursuant to such negotiations an agreement is not reached on the renewal of amendment of this agreement, or the making of a new agreement prior to the current expiry date, this Agreement shall continue in effect until a new Agreement is reached by the parties or until conciliation proceeding prescribed at law have been completed, whichever date shall first occur.

- 24.03 This Agreement constitutes the entire Agreement between the parties and supersedes and replaces all Agreements, Memorandums and Practices both written and oral.

SIGNED AT _____ THIS ____ DAY OF _____, 2004

FOR THE COMPANY

FOR THE UNION

APPENDIX A - BENEFITS

FULL TIME EMPLOYEES

MAJOR MEDICAL

Effective January 1, 1995, Major Medical will be fully paid by the Employer, once an Employee has completed the probationary period.

The Company will provide copies of Major Medical Literature to all Employees and the Local Union.

A joint Employer / Union forum will be established to review and recommend and institute improvements to all Major Medical benefits.

DENTAL PLAN

The Company will provide a Dental Plan for all Employees. Employees will pay the cost of Dental Plan Premiums.

Participation in the Dental Plan will be optional.

LIFE INSURANCE

Effective JULY 2004, Thirty Thousand Dollars (\$30,000.00) Life Insurance.

An additional Twenty Thousand Dollars (\$20,000.00) of Life Insurance will be available to Employees on a co-pay basis and is optional.

Effective January 1, 1994, the cost for life insurance will be fully paid by the Employer. The Insurance Company will administer the program as per the contract between the Company and the Carrier.

SICK PAY- Effective January 1, 1997, any Employees who have completed twelve (12) months of employment and is regularly scheduled to work thirty (30) hours a week or more will be credited with a maximum of five (5) sick days per calendar year. There is no accumulation or pay out of any unused days.

The first three (3) days of any non-occupational illness or injury are without pay. On the fourth (4th) day of absence, the Employee will be paid retroactively to the first (1st) day of absence at his regular hourly rate of pay for scheduled time loss due to the absence to a maximum of five (5) days in any calendar year.

APPENDIX B - WAGES

Effective July 1, 2004	(.20 cents) \$ 10.73 per hour
Effective Jan. 1, 2005	(.10 cents) \$ 10.83 per hour
Effective July 1, 2005	(.15 cents) \$ 10.98 per hour
Effective July 1, 2006	(.10 cents) \$ 11.08 per hour

Employees with less than six (6) months seniority will receive fifty (.50) cents per hour less than the above rates.

Employee currently earning more than the rates listed above will have their current rates frozen until the rates listed above are greater than their current rate.

LOCATION PREMIUM

Employees working in the Smelter, Mill, Compressor Building, and Refinery will earn an additional forty (.40) cents per hour.

LETTER OF UNDERSTANDING

BETWEEN

OMNI FACILITY SERVICES CANADA CORP.
AND
UNITED STEELWORKERS OF AMERICA
LOCAL 6166,

The position DRIVER/TRAINER/CLEANER is one that requires special experience, abilities, training and has a high degree of responsibility, different than that of the other positions in the Bargaining Unit.

Some of these additional responsibilities include, but are not restricted to, ensuring that Employees are at the workplace in a timely manner, arranging for replacements for absent Employees, in emergency situations approving overtime, training new Employees and Employees new to locations, operating a vehicle with passengers in weather that is often inclement, and having responsibility for the company vehicle at times other than when driving same.

In recognition of this bidding for the position DRIVER/TRAINER/CLEANER must follow a stricter selection process than other positions in the bargaining unit.

The Company will post the position Driver/Trainer/Cleaner for Seven (7) days. If in the opinion of the Company that no Employee has the capability, training, knowledge, and experience and degree of responsibility required for this position, the Employer will look outside the bargaining unit for same. The onus is upon the Employee to demonstrate that he has the degree of responsibility that the Company requires for this position.

Prior to looking outside the bargaining unit for a DRIVER/TRAINER/CLEANER the Employer will meet with the Union regarding the decision to look outside the Bargaining Unit.

SIGNED AT _____ THIS ____ DAY OF _____, 2004

FOR THE COMPANY

FOR THE UNION

LETTER OF UNDERSTANDING

BETWEEN

OMNI FACILITY SERVICES CANADA CORP.

AND

**UNITED STEELWORKERS OF AMERICA
LOCAL 6166,**

We confirm the agreement reached during negotiations with respect to the Day of Mourning.

The Company and the Union have an earnest desire to set an example of their commitment to the issue of health and safety in the workplace. Therefore, in view of April 28 being known throughout Canada as the Day of Mourning for persons killed or Injured in the workplace, employees working on that day shall be permitted to observe a moment of silence during their lunch break. Alternatively, at the request of a majority of the employees affected, the moment of silence may be observed in conjunction with a meeting at which they receive instruction from supervision at the commencement of the shift.

SIGNED AT _____ THIS ____ DAY OF _____, 2004

FOR THE COMPANY

FOR THE UNION

LETTER OF UNDERSTANDING

BETWEEN
OMNI FACILITY SERVICES CANADA CORP.
AND
UNITED STEELWORKERS OF AMERICA,
LOCAL 6166

Re: Article 14 – Hours of Work - Section 14.03

It is agreed by the parties that any new employees hired after the date of ratification that work shifts of five (5) hours or greater will receive a thirty minute unpaid break. This relates to any new business that Omni obtains after the date of ratification and existing employees and workplaces will not be affected unless an existing employee wishes to work in a new workplace, then it is understood that employee will receive an unpaid thirty minute break.

It is further understood that any employee who works 7 or more hours will receive a thirty minute paid break.

SIGNED AT _____ THIS ____ DAY OF _____, 2004

FOR THE COMPANY

FOR THE UNION
