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AGREEMENT

June 8, 1994 to June 30, 1997

between

DOMINION CONTROLS COMPANY
 DIVISION OF
FKI INDUSTRIES CANADA, LTD.
 Stratford, Ontario

and

**THE INTERNATIONAL ASSOCIATION
 OF MACHINISTS AND
 AEROSPACE WORKERS**
 Stratford, Ontario

LOCAL LODGE NO. 1927

JUN 12 1995

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AGREEMENT

Between:

DOMINION CONTROLS, COMPANY
DIVISION OF FKI INDUSTRIES
CANADA, LTD.

Stratford, Ontario

hereinafter called "The Company"

OF THE FIRST PART

and:

THE INTERNATIONAL ASSOCIATION OF
MACHINISTS AND AEROSPACE WORKERS
LOCAL LODGE 1927

a voluntary Association of employees representing
the hereinafter defined employees of the Company,
hereinafter called "The Union"

OF THE SECOND PART

WHEREAS all the employees of the Company have become members of the Local Lodge No. 1927 of the Union, and desire the Union to represent them for the purpose of Bargaining Collectively with the Company; and the Company having acknowledged the right of its employees to select a Collective Bargaining Agency is desirous of Bargaining Collectively with its employees through the said Union.

NOW THEREFORE, the Agreement witnesseth:

clause 1 - Purpose

1.01 The general purpose of this Agreement is to establish mutually satisfactory relations between the Company and its employees and to provide machinery for the prompt and equitable disposition of grievances and to establish and maintain mutually satisfactory working conditions, hours and wages for all employees who are subject to the provisions of this Agreement.

Clause 2 - Recognition and Union Security

2.01 The Company recognizes the Union as the exclusive collective bargaining agency for all employees of the Company at its Stratford Plant, with the exception of the following categories which are hereby excluded, namely: persons above the rank of lead hand, administrative staff (main office and factory office), Timekeepers and Guards.

2.02 The term "employees" as used in this Agreement, unless it is clearly indicated otherwise, shall be deemed to mean only those employees who are included in the bargaining unit.

2.03 Except where specifically stated to the contrary, the use in this Agreement of the masculine gender shall be considered to include the feminine.

2.04 All employees covered by this Agreement shall become and remain members of the Union, as a condition of employment and shall pay regular monthly dues of the Union, by the payroll deduction method, with the initiation fee being the amount set by the membership of Local Lodge 1927.

2.05 The Company will deduct the initiation fee and monthly dues of all employees covered by this Agreement, from the first day of their employment, by the payroll check-off method and shall remit same monthly, by cheque, together with a detailed list of such collections to the Secretary-Treasurer of the International Association of Machinists and Aerospace Workers, Local Lodge 1927, by the 18th day of each month.

2.06 The Company will notify, the Chairman of the Plant Committee of its new employees hired, at the time of hiring and will allocate 15 minutes per week for the purpose of allowing the Union Committee Chairman, or his representative, to indoctrinate new employees hired in the prior week. When applicable, this indoctrination period will take place between 2:45 p.m. and 3:00 p.m. on the first working day of the week in a location designated by the Company. The Company also will notify the Chairman of the Plant Committee at the same time as the employee is notified of his lay-off or discharge.

Clause 3 - Management Functions

3.01 (a) Nothing in this Agreement shall conflict with the Company's function to manage the Plant, maintain order and direct the working forces.

(b) It is understood that Dominion Controls' Plant Management includes the right to hire, discharge, transfer, classify, lay-off, suspend or discipline all employees.

(c) The Company shall have the right to terminate employment if the record of the employee indicates an excessive amount of time off or recurring or repetitive time off.

(d) The Company agrees that a claim made for discriminatory classification, promotion, demotion, transfer or suspension, or a claim that an employee has been discharged or disciplined without just cause, may be the subject of a grievance and dealt with according to the Grievance Procedure as outlined later under heading: GRIEVANCE PROCEDURE.

(e) The Company Management guarantees they will not use any management function for the purpose of discriminating against any employee because of his membership in the Union, or any other reason.

(f) The Company Management shall be the judge of the standard of ability and standard of work produced.

Clause 4 - Strikes and Lockouts

4.01 (a) The Company agrees it will **not** cause or direct any lock-out of its employees. The Union agrees there will be no strikes or any other collective action which will stop or interfere with production.

(b) Both **Union** and Company agree that a lock-out shall **not** be construed to meaning the closing of the Plant or any part thereof for business reasons, subject to Clause 5, Grievance Procedure.

Clause 5 - Grievance Procedure

5.01 If an employee has a complaint or question in connection with his job or **work**, he shall first discuss the matter with his foreman, either alone or accompanied by a committeeman. **No** employee shall be disciplined without a Committee person present.

5.02 If such complaint or question is not settled to the satisfaction of the employee concerned within one working day (24 hours), or within any longer period which may be mutually agreed upon in writing at the time, the matter may then be deemed a grievance.

5.03 **No** grievance under **Article 5.04** hereof shall be arbitrable unless the written grievance is handed to the foreman pursuant to the provisions of Step 1 of **Article 5.04** within seven (7) working days from the **date** of the circumstances giving rise to the grievance or within seven (7) working days from the date upon which these circumstances become known to the griever. If, pursuant to **Article 5.02** hereof, the parties mutually agree in writing to extend the twenty-four (24) hours referred to in the aforesaid **article 5.02**, the seven (7) day period referred to in this **Article 5.03** shall be extended to a period equivalent to the extension agreed to pursuant to the aforesaid **Article 5.02**.

5.04 A grievance of any employee, or a joint grievance of any group of employees shall be presented to the Company in the following manner:

Step No. 1: The grievance of the employee shall be reduced to writing on a standard form to be supplied by the Company and signed by the employee and the Plant Committeeman, and will be handed to the Foreman for his written disposition.

Step No. 2: Failing a settlement within twenty-four (24) hours following the submitting of the grievance to the Foreman, the grievance will be submitted to the factory manager, or his representative by the Chairman of the Plant Committee, and the factory manager or his representative shall deliver his written decision within forty-eight (48) hours after such submission.

Step No. 3: If the decision of the factory manager is not satisfactory to the employee, the Plant Committee and Management shall meet within a period of one (1) week, or such longer time as may be mutually agreed upon in writing, in order to discuss the grievance.

At this meeting or meetings, any full-time or district officer of the Union or his nominee, may be present if his presence is requested by either the Union or the Company. The Company representatives may have such counsel or assistance as they desire at this meeting.

5.05 Any failure to call the meeting or attend it may result in reference of the grievance to arbitration.

5.06 If the grievance is not settled to the satisfaction of both parties during the meeting or meetings, then a disposition will be made by the Company within a period of five (5) working days to consider the disposition. It is understood that either five-day (5) period referred to may be extended by mutual arrangement in writing. If a satisfactory settlement is not reached, then at the request of either party, the grievance may be referred to arbitration, as hereinafter provided

5.07 The Plant Committee Chairman will work straight days when straight days are feasible.

Before any meeting is called, the party requesting the meeting shall submit, in writing to the other party, an agenda of matters to be discussed at the meeting.

5.08 The Company shall be officially notified in writing by the proper officials of the Union, of the names of the Plant Committee and the names of the officers of the Union, before the Company is asked to recognize them.

5.09 Saturdays, Sundays, specified holidays and plant vacation shutdown shall not be counted in determining the time within which any such action is to be taken in each of the foregoing stages, 1 to 3, inclusive, of the Grievance Procedure and also that of arbitration.

5.10 The Plant Committee shall be afforded such reasonable time as is required to process a grievance during working hours.

5.11 Committeemen shall report and obtain permission from their foremen when it becomes necessary for them to leave their jobs for the purpose of attending such meeting with management representatives, or the handling of grievances, and shall make known their destination to their foreman and shall report again to their foreman at the time of their return to work.

A plant committee man shall be permitted reasonable access to any designated work area, to investigate and deal with complaints, and grievances, but only after having explained the nature of his business to the supervisor of any work area to which he desires access.

5.12 It is understood that any Plant Committeeman may prosecute a complaint or grievance, not necessarily his own, relative to the violation of the Agreement, through the regular Grievance Procedure.

Clause 6 - Arbitration

6.01 Whenever either party to this Agreement desires to submit any grievance to Arbitration, written notice shall be given to the other party requesting either a single arbitrator or a full

board of arbitration, formally stating the subject of the grievance, and at the same time nominating an Arbitrator.

6.02 Within seven (7) days after receipt of such notice the other party shall name its Arbitrator. The Arbitrators representing both parties will attempt to agree upon a Chairman of an Arbitration Board. If they are unable to agree upon such Chairman, they will request the Minister of Labour for the Province of Ontario to appoint an impartial Chairman.

6.03 As soon as the Arbitration Board has been completed by the selection of a Chairman, it shall meet and hear the evidence and representations of both parties, and shall render a decision as soon as possible.

6.04 After the evidence has been heard, the Chairman shall sit and confer with the Arbitrators representing both parties, and shall endeavour to reach a mutual agreement. If they are unable to agree, the Chairman shall have the right to make the decision which shall be final and binding on both parties to this Agreement.

6.05 The Arbitration Board, or a single Arbitrator, shall not have jurisdiction to either alter or change any of the provisions of this Agreement, or to substitute any new provision in lieu thereof nor to give any decision inconsistent with the terms and provisions of this Agreement.

6.06 In discharge and suspension cases the Arbitration Board may make any decision they deem just.

6.07 Each of the parties hereto will bear the expense of the Arbitrator appointed by it and the parties will jointly bear the expenses of the Chairman of the Arbitration Board, if any.

6.08 No person shall be selected as an Arbitrator who has been directly involved in attempts to negotiate or settle the grievance.

6.09 No grievances excepting those dealing with discharge and suspension cases shall be considered by the Arbitration Board unless they have properly carried through all previous steps of the Grievance Procedure.

6.10 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. Both parties to this Agreement may have the assistance of counsel at any such arbitration proceedings.

6.11 (a) When either party to (his Agreement desires to use a single arbitrator, **both** parties will attempt to agree on the single arbitrator. If the parties are unable to agree on the single arbitrator, they will request the **Ministry of Labour** of the Province of Ontario appoint an impartial arbitrator.

6.12 Discharge & Suspension Cases: The Company agrees to notify the Chairman of the Plant Committee in writing of the dismissal or suspension of any permanent or regular employee. If such an employee is dismissed or suspended for any reason whatsoever, and feels that he has been unjustly treated, he shall within three (3) working days after he has ceased to work for the **Company** or three (3) working days after the Union has been notified of his dismissal or suspension, notify the Company of his dissatisfaction. In the event of discharge or suspension, the employee shall have the right to notify the Plant Committeeman, or to initiate a grievance before leaving the Company's premises.

6.13 The dismissal or suspension shall then constitute a grievance and shall be dealt with under the Grievance Procedure, starting at Step 3.

If the employee's claim of improper discharge or suspension is found to be justified, he shall be reinstated in his employment with full compensation at regular rates of pay for time lost, and such employee shall **not** lose his seniority rights.

Clause 7 - Seniority

7.01 Each of the parties hereto recognizes that employees are entitled to an equitable measure of security based upon length of service as set out in this Agreement. It is agreed that the lay-off,

rehiring, transfer of, or distribution of **work** amongst employees shall **be** in accordance with the seniority provisions hereinafter set forth.

7.02 **No** employee shall **be deprived** of his regular employment as long as there is work **available** in his department which he is competent and **willing to perform**. It is agreed that a breakdown may constitute **unavailability of work**.

7.03 The parties agree to cooperate **in** considering all seniority matters, to the end that employees **with** greater seniority will be given preference to employment **whenever** practical and possible. The seniority provisions of the Agreement will be a primary factor in all personnel considerations with appropriate attention **being given** to an employee's qualifications to perform the work **available**. In filling advantageous jobs, special consideration will be given to employees with seniority.

7.04 It is the intention of the parties to express a principle which will allow the Company greater freedom in implementing seniority without danger of **being** bound by restricting precedent.

7.05 It is agreed that all seniority problems will be jointly considered by Management and the Union **Shop** Committee in a serious attempt to find a workable solution. **Failure** to agree after full and fair discussion shall make the matter a subject for grievance procedure.

7.06 An employee will be considered to **be** on probation and will not be placed on seniority list until after he has worked for a total of sixty working days during a period of six consecutive months. A scheduled overtime day on which the employee works five (5) hours or more will be counted as one of his days worked for the purposes of this Article 7.06.

7.07 Probationary employees shall have recourse to the grievance procedure in all matters except in the case of layoff or discharge.

7.08 When an employee has been placed on a seniority list, seniority will date from the commencement of his accredited probationary service and will accumulate thereafter.

7.09 Posting of Seniority list

(a) The Company agrees to post on its bulletin board, a current seniority list at the reasonable request of the Plant Committee.

(b) Only those coming within the scope of this Agreement are to be placed on the Union seniority list.

(c) The revisions referred to shall be considered as permanently established thirty (30) calendar days after the employees concerned have had opportunity to check their seniority position on the list, except for clerical errors.

(d) Copies of the revised list will be furnished to the Local Lodge at the same time as they are posted.

7.10 Loss of Seniority

An employee shall lose his seniority standing and his employment, and his name shall be removed from all seniority lists for any one of the following reasons:

(a) If the employee voluntarily quits his employment with the Company.

(b) If the employee is discharged and such employee is not reinstated pursuant to the provisions of the grievance procedure herein.

(c) If the employee overstays a leave of absence granted by the Management in writing without securing an extension of such leave.

(d) If the employee is absent for three (3) consecutive working days without advising the Company unless a satisfactory reason is given. (See Notification Procedure.)

(e) If an employee is laid off and fails to notify the Company of his intention to return, or not to return, within seven (7) calendar days, and fails to return, or provide a justifiable reason for not returning, within fourteen (14) calendar days after being notified in writing to report, providing the Company's notification has been forwarded to the employee by registered mail to the most recent address recorded on the employee's file

in the Personnel Office. Failure on the part of the employee to collect his mail is not considered a justifiable reason for not reporting. The Chairman of the Plant Committee will receive a copy of all registered letters sent.

(f) If the employee does not notify the Company of his intention to return to work within two (2) weeks of the conclusion of his term of office or if he does not return to work within one (1) month after the conclusion of his term of office.

Term of office as used herein means Member Legislative Assembly (Ontario) or Member Parliament (Canada).

7.11 Lay Offs

It is agreed that the elected Plant Committee and President, Vice-President, Recording Secretary and Secretary-Treasurer, if subject to lay-off on a seniority basis during their term of office, shall be retained in the employ of the Company as long as this Agreement is in effect. The Company then reserves the right to place the above mentioned employees in such suitable positions as are available provided they are without further training, qualified to perform the available work efficiently.

7.12 Any lay-off of employees shall be made on the basis of the seniority lists, providing that there are always available employees with seniority who are willing and without further training are qualified to perform the work efficiently.

7.13 An employee's seniority standing shall be consistent with his ability to perform the work required.

(a) When a reduction of the working forces becomes necessary, all probationary employees shall be laid off before a seniority employee is affected.

(b) The employees with the least amount of department seniority shall be the first to be laid off from his particular department job. He then has the following options, but in no case shall there be more than two seniority bumps resulting from one lay-off notice. An employee exercising a seniority bump must give notice in writing within two (2) working days of notice of layoff.

He may claim any job in his department or his department grouping which he is qualified to perform, provided that he has

greater plant seniority. Department groupings are shown in the Schedule of Rates of Pay and Job Classifications, Article 15.09 of this contract.

(c) He may claim a former job in a former department, provided he has more plant seniority, and provided he is still qualified to perform the work.

(d) Any employee laid off from his department job may claim an equal or lower classification job in any department which he is qualified to perform, provided he has greater plant seniority.

(e) Any employee unable to exercise one of the above options may claim the job of the least senior employee in the plant. If the least senior employee is in a skilled trade, then this option will apply to the least senior employee not in a skilled trade. In such a case the senior employee will be retrained whenever it becomes necessary to do so.

When the Company's production requirements make it necessary, then, notwithstanding the foregoing paragraph of this Article 7:13 (e), when the least senior employee in the plant, not in a skilled trade, in classifications 3303, 3203, a lead hand or set-up, he shall not be displaced unless the senior employee who claims his job is qualified to perform such job efficiently without further training. An employee in classification 3203 must have been on the job for a minimum of six (6) months for this provision to apply.

(f) Employees displaced as a result of a seniority bump will have the same recourse to the lay-off procedure as employees on lay-off.

(g) Employees exercising a seniority bump will not be restricted to the six-month waiting period before being allowed to claim on a new job posting.

(h) In the event of a reduction in the work force within a department, an employee in the department as a result of having successfully applied for a temporary job posting, will be the first to leave that department. Such employee will return to his last classification within his last department without processing a lay-off notice or a job posting.

(i) In the event of lay-off, each affected employee shall be given written notice three (3) working days prior to the notice taking effect. In the event that, after a lay-off, an employee who has claimed another job is not retained more than ten (10) working days, no further three (3) days notice will be given.

(j) In the event of an extension of a lay-off notice beyond the normal three (3) day period, the Plant Committee will be called with the intent that some other arrangement may be negotiated. Whenever there is a cancellation of a lay-off notice, the Plant Committee will be notified.

(k) In any case of improper lay-off, the employee concerned shall be compensated for all time improperly lost, provided the grievance is lodged within three (3) working days after the employee ceases to work for the Company.

(l) Upon written request of the employee concerned, any employee given an indefinite lay-off notice shall be given all monies owing at the time of lay-off. Such request is to be made on receipt of lay-off notice, with a copy of the request going to the Plant Committee Chairman. It is understood that under these circumstances the employees will be paid for the last day's work at his regular basic rate.

(m) When calling back employees after any lay-off, the employee with the greatest amount of plant seniority shall be called back first, provided the employee can perform the work available.

7.14 Retention on Seniority List After Lay-off

Subject to the provisions of Clause 7.10 hereof, employees who are laid off will be retained on the Company's Seniority List according to the following schedule:

(a) All employees who have attained seniority will be kept on the seniority list and will maintain seniority rights for one full year after lay-off.

(b) All employees with four or more years of seniority will be kept on the seniority list and will maintain seniority rights for two full years after lay-off.

(c) All employees with ten or more years of seniority will be kept on the seniority list and will maintain seniority rights for three full years after lay-off.

Clause 8 - Transfers and Promotions

8.01 When an employee is transferred from a classification within a department because of lack of work in that classification within a department, the transferred employee shall, when an

increase in the work force of the classification within a department from which he was originally transferred becomes necessary:

(a) If such increase occurs within one (1) year of such transfer out of his classification within a department, be transferred back to his classification and department or

(b) If such increase occurs more than one (1) year after such transfer, have the right, if he so elects and gives notice in writing to Management within forty-eight (48) hours after being notified, to transfer back to such classification within a department within ten (10) working days after the delivery of his notice to Management.

An employee's rights hereunder, to return to the classification within the department from which he was originally transferred, shall be forfeited if the employee fails to make application for a job posting back to the classification within the department from which he was originally transferred.

8.02 The parties hereto agree that the job of a sick or injured employee or an employee on leave of absence would be protected during the filling of the vacancy created thereby by a temporary job posting. In accordance with the foregoing, an employee claiming a temporary job posting will be returned to his last classification within his last department when the regular employee returns to active work. Temporary job postings shall be used only to fill a vacancy created by accident or sickness or leave of absence which the Company knows or expects will last one (1) month or more. An employee may bid for such temporary vacancy if it is in a higher paying wage range than his own.

Any employee filling a temporary absence as a result of a successful bid for such temporary job, will have the right to bid on any permanent job within the classification that is posted during the term of the temporary job.

8.03 All job openings other than those covered by Article 8.02 hereof which will be of more than fifteen (15) consecutive working days duration shall be posted on the bulletin board for two (2) regularly scheduled working days.

8.04 When a job opening is posted, interested employees who are available to fill the job within a two week period or upon completion of their vacation may make written application for the job on a job posting form in the Personnel Office. Where qualifications are adequate the senior applicant will be assigned to the job unless he withdraws his application within four (4) working days from the time the job opening is posted. The Company shall be the judge of the adequacy of qualifications, subject to the grievance procedure.

8.05 The name of the successful applicant will be posted on the bulletin board within seven (7) working days from the time the job opening is posted and prior to the transfer being put into effect.

8.06 An employee who has been moved or transferred as a result of his application for a job opening and whose qualifications have proved acceptable for the job, must work on the job to which he has applied for a period of six (6) months before he can apply for any new job opening or any job that has been posted, provided always that the job to which he has been moved or transferred lasts longer than six (6) months.

(a) An employee filling the position of classification 3303 or 3203 may be required to work on that job for a period of twelve (12) months before he can apply for any new job opening, or any job that has been posted, provided always that such job lasts twelve (12) months or longer.

8.07 It is agreed that in the event of a job opening, up to three job postings may be made as a result of an original posting.

(a) The original posting will be designated as number 1.

(b) If necessary, the second posting will be designated as number 2.

(c) If necessary, the final posting will be designated as number 3.

8.08 A new employee must be employed by the Company for thirty (30) working days before he can exercise the claiming rights set out in the third paragraph under Transfers and Promotions. After the thirty (30) working day period a new employee will exercise claiming rights in the same ways as senior employees.

8.09 Exceptions to the above rules may be made by written agreement between the parties.

8.10 The job posting procedure contained herein is subject to the provisions of Article **8.01** hereof.

8.11 In moving or transferring from one department to another, an employee shall carry his entire plant seniority with him.

8.12 When an employee is moved from one department to another, such move shall not be considered a transfer until the employee has been in the new department for ten (10) working days.

8.13 When an employee is temporarily moved from one job classification to a job classification which pays a higher basic rate, he shall receive the rate for the job classification to which he is moved, for the period of time he works on the higher rated job.

8.14 Promotion or transfers to higher paid jobs shall be based on the skill, ability, and experience of the employees concerned. Where skill and ability are equal, a senior employee will always receive the benefit of the same training as would be given to a new employee. The Company shall be the judge of skill and ability, subject to grievance procedure.

8.15 In the event the Company agrees to the placement of a physically handicapped employee who is unable to perform his job as a result thereof, in a vacant position which he is qualified and able to perform, such a placement shall take precedence over the rights of other seniority employees to bid on such vacancy and such vacancy shall not be posted. Such employee shall not be subject to being bumped at the time of a lay-off unless he is the least senior employee in the plant.

8.16 If an employee is transferred to any Company position which is not subject to the provisions of this Agreement, the employee shall retain his seniority, and if transferred back to a position which is subject to this Agreement, he may, within the first six (6) months of the changed position, revert back and replace the least senior employee within his former department

8.17 Promotions to the rank of Lead Hand, Job No. 999 will be considered first on the basis of seniority, skill and ability of applicants from within the department concerned, provided that they have been in the department for one (1) year or more. For promotions to the rank of Lead Hand in departments employing set-up personnel, first consideration will be given to applicants with qualified set-up experience within the department, as well as other applicants with previous qualified set-up experience, within said department, provided that they have not been out of the department concerned for more than four (4) years.

8.18 In considering applicants for posted job vacancies in the position of set-up the Company will give first consideration on the basis of existing seniority, skill and qualifications of applicants from within the department concerned. It is understood that this Article 8.18 shall not restrict the Company's rights to hire or transfer an employee to the vacancy should there be no satisfactory applicants.

Clause 9 - Rights of Employees

9.01 Special Protective Equipment

Where the nature of the task assigned to any employee requires the use of special protective equipment, namely gloves, aprons, dusting cloths, and rubber boots, these will be provided by the Company according to the judgement of Management (subject to Clause 5, Grievance Procedure).

Note: Other employees not in above special category may purchase gloves for their own use, not more than one (1) pair at a time - at cost from the factory stores. The Company will keep a record of date of purchases and the name of the purchaser.

9.02 The Company will continue to issue protective equipment to the employee on all jobs for which special equipment is required by law.

9.03 When an employee has received gloves, a used pair must be returned before new gloves are issued.



9.04 An employee who requires safety prescription glasses shall purchase such glasses through the Company. New employees shall pay for such first pair of glasses but will be reimbursed by the Company for the cost of such first pair of safety glasses on the completion of the probationary period. The Company shall also replace safety lenses and frames that are either broken or damaged while the employee is working on Company property except where such breakage or damage results from the employee's willful or irresponsible conduct. The Company shall also replace safety lenses where a change of prescription is necessary.

9.05 Collective Bargaining

The terms of this Agreement and conditions will apply equally to all employees who are subject to the provisions thereof.

Clause 10 - Termination of Contract

10.01 This Agreement shall be in effect from June 8, 1994 to June 30, 1997 and shall continue from year to year thereafter unless either party gives notice, in writing of its intention to terminate or to enter into negotiations for the purpose of amending the Agreement within a period of ninety (90) days prior to the date of termination.

10.02 If notice of intention to amend is given by either party in writing, pursuant to the terms of the preceding paragraph, such negotiations shall commence not later than twenty (20) days after the date of such written notice, and if such negotiations do not result in agreement prior to the yearly date of termination of the Agreement then this Agreement may be extended by mutual agreement between the parties for such time as necessary to complete such negotiations.

10.03 It is agreed that during any negotiations, following upon notice of termination or notice of amendment, either party may bring forward counter proposals arising out of or related to the original proposals.

10.04 This Agreement shall remain in full force and effect for its full term as outlined in this termination of contract clause, regardless of any move of the Company or the Company's head office, as long as the Company's move is confined by the boundaries of Canada.

Clause 11 - Vacations with Pay

11.01 An employee who has been employed for less than twelve (12) months as of the second Saturday in June, shall receive one (1) day of vacation for each completed month of service, commencing with the completion of the third (3rd) month of service, to a maximum of ten (10) days, and shall receive as vacation pay four percent (4%) of his earnings up to June 30 (e.g. three (3) months completed service as of June 30 - one (1) day, four (4) months - 2 (2) days, five (5) months - three (3) days, etc.)

11.02 Employees who have been employed by the Company one (1) year as of the second Saturday in June of the current year, shall receive vacation pay on the basis of four per cent (4%).

11.03 Vacation pay will be made on the following basis, computed on an employee's total earnings during the twelve (12) month period ending the second Saturday in June of the current applicable year.

Employees will have their vacation entitlement determined on the basis of the employee's seniority anniversary date. An employee who first becomes entitled to an additional week of vacation between the second Saturday in June and December 31 of the year shall take such additional week of vacation between the date upon which he becomes so entitled and March 31 of the following year.

| SERVICE | VACATION | RATE |
|----------|----------|------|
| 1 Year | 2 Weeks | 4% |
| 5 Years | 3 Weeks | 6% |
| 10 Years | 4 Weeks | 8% |
| 20 Years | 5 Weeks | 10% |
| 25 Years | 6 Weeks | 12% |

11.04 (1) The Company will post vacation request sheets by February 1.

(2) An employee must indicate in writing, not later than April 15, all of his or her desired vacation dates (first choice and second choice). An employee who fails to do so shall have his vacation scheduled by the Company.

(3) Not later than May 30, the Company will post the vacation schedule indicating the vacation periods. Where a number of employees request the same period of vacation and the Company is of the opinion that the efficient operation of the department will be affected, the company shall determine the number of employees in a classification and/or department who are entitled to take vacation during such period.

As among employees in a classification and/or department who have requested the same period of vacation preference such periods of vacation will be granted in accordance with seniority. Employees who are denied their vacation periods by means of the forgoing will indicate their alternate preferences and the same considerations as above will apply.

Notwithstanding the above, the Company has the right to schedule one vacation shutdown of up to two weeks, which shall be during the months of July and August. During such shutdown if work is required to be performed in the division:

(a) Qualified employees with one (1) week or less of vacation entitlement may be designated to work during such shutdown.

(b) Thereafter, employees within the classification and/or department will be given preference to work based upon seniority.

(c) If the Company requires additional people from outside the department, employees shall be given the opportunity by seniority provided they are qualified to perform such work.

(4) Employees who are laid off or absent shall submit their request within one week of their return to work. If his return to work is after May 30, he shall not be entitled to exercise his seniority to displace a less senior employee from a vacation slot.

(5) Once the vacation schedule is posted by May 30, it shall be only amended or changed by the mutual agreement of the employee and Company.

11.05 Employees will be paid vacation pay at their base rate plus the cost of living add-on for their vacation time or on a percentage basis, whichever is greater, provided

(a) they have been employed by the Company for more than one (1) year as of the second Saturday in June of the vacation year, and

(b) they have performed one thousand (1,000) hours of work with the Company during the twelve (12) month period ending the second Saturday in June of the vacation year. Vacations and specified holidays for which the employee has received payment shall be included in determining whether the employee has performed the foregoing one thousand (1,000) hours of work. Also to be included in computing the foregoing one thousand (1,000) hours shall be absence due to a worker's compensation claim to be used on a once only basis per worker's compensation claim number. The term "worker's compensation claim number" is in accordance with present definition and practice.

Clause 12 - Notification of Absenteeism

12.01 It is agreed by both parties that it is the duty of every employee to notify the Company during the first three (3) hours of the shift if he is unable to report for work (if it is possible for him to do so), giving the reason for such absence. Negligence in the exercise of this duty may subject the employee to disciplinary action.

Notification of the employee's inability to report for work should be made by the employee or his representative, telephone this information to the Company (telephone no. 273-0800).

Clause 13 - Specified Holidays

13.01 The Company agrees to pay each employee a day's pay without requiring the employee to work, for each of the following days:

1994 - July 1, August 1, September 5, October 10, December 23, 26, 27, 28, 29, 30

1995 - January 2, April 14, May 22, July 3, August 7, September 4, October 9, December 22, 25, 26, 27, 28, 29

1996 - January 1, April 5, May 20, July 1, August 5, September 2, October 14, December 24, 25, 26, 27, 30, 31

1997 - January 1, March 28, May 19

13.02 In order to qualify for holiday pay an employee must have worked the last *regular* work day previous to the holiday, except where absence is occasioned by sickness or accident (supported by a doctor's certificate) or where permission had been granted for absence on that day. Lateness of up to two (2) hours shall not disqualify an employee for payment for the holiday.

Notwithstanding the foregoing paragraph of this Article 13.02, an employee who is absent for a period in excess of thirty (30) days immediately prior to the holiday as a result of sickness, accident, or any leave of absence, shall not receive holiday pay.

13.03 The Company agrees that the pay for the specified holidays shall be based on the average hourly earnings, exclusive of overtime, during such week in which the holiday falls.

13.04 When an employee works on a specified holiday, he shall receive his earned rate plus double time his earned rate. For the purposes of this Agreement work on a specified holiday will be considered work performed between 11:00 p.m. on the day

immediately preceding the specified holiday and 1:00 p.m. on ~~the specified holiday.~~

13.05 If one of the specified holidays falls on a day which is within a seven day period following an employee's lay-off, such employee shall receive a day's pay for such holiday or holidays.

13.06 If an employee is laid off in the week immediately preceding his vacation period (1 week, 2 weeks, ~~3 weeks~~, 4 weeks, 5 weeks, 6 weeks as the case may be), and such vacation period covers a specified holiday or holidays, the employee shall receive a day's pay for the holiday in question.

13.07 If any of the above holidays falls on a Saturday or a Sunday, it will be celebrated on the previous Friday or the following Monday, as determined by the Company after discussion with the Plant Committee.

Clause 14 - Leave of Absence

14.01 The Company will grant, in writing, leave of absence on account of an employee's illness or accident, when reasonable proof of illness or accident, is furnished. Such leave of absence shall be for the period of disability only. The Company may grant, in writing, leave of absence for any other reason when furnished by the employee in writing. If leave of absence is granted by the Company to any employee for more than a two (2) week period, the Company will advise in writing the Secretary-Treasurer of Local Lodge 1927.

14.02 Leave of absence will be granted to elected representatives of the Union without pay, when notice of such leave of absence is given to the Company in an official notification from the Union.

The foregoing leave of absence shall only be granted subject to the following provisions:

I. if it is necessary for any such representatives to attend a Union Convention or Conference, such leave of absence shall be limited to two (2) weeks at any one time for such individual,

or a total of nine (9) weeks in the aggregate in a calendar year for all such leaves of absence except in the case of the years in which the I. A. M. Grand Lodge Convention is held, the aggregate shall be thirteen (13) weeks. The Union will give thirty (30) days notice in writing of any such leave of absence under this section.

2. if it is necessary for any such representatives to be absent for the purpose of attending to other official Union business, such leave of absence shall be limited to a total of eighty (80) days in the aggregate in a calendar year for all such leaves of absence except in a contract expiry year when the total aggregate shall be one hundred (100) days.

The Union will give the Company reasonable notice of any such leave of absence under this section. Time spent by the Union negotiating committee in attending negotiation meetings with the Company will not be construed to be leaves of absence pursuant to Article 14.02.

14.03 In the event of an employee being called for jury duty or subpoenaed as a crown witness or someone to inspect public buildings pursuant to the Public Institutions Inspection Act, he shall be granted leave of absence and shall be paid the difference between his basic wage rate including cost of living allowance and the amount received as a juror or crown witness or inspector (minus his actual out-of-pocket expenses). It is understood that if an employee is not required as a juror or crown witness or an inspector of buildings during the whole of his working day, the employee shall, if on the day shift, return to the plant to complete his normal day of work. If not required in court or on inspection until the afternoon, he shall report for work at the commencement of the day shift and work for a reasonable portion of his shift. Employees shall be allowed sufficient time to go home and change prior to their reporting for jury duty or as a crown witness or as an inspector pursuant to the Public Institutions Inspection Act.

If the employee is on the night shift, he will be excused from work each shift before he is required to serve.

If the employee is on the afternoon shift, he will be excused from work the day on which he is required to serve, except that if he is released from such duty at or before the

luncheon recess he shall be required to perform his normal day of **work**.

In all other cases under this Article 14.03, the employee shall notify the Company within one (1) working day of being summoned or subpoenaed in order to be entitled to the benefit of this Article 14.03.

14.04 An employee will be granted leave of absence from work because of death in his immediate family and shall be paid his straight time rate for his currently scheduled working hours so excused as follows:

(a) for three (3) **working days** following the death of a member of his immediate **family** who shall be father, mother, current spouse, sister, brother, son, daughter, mother-in-law, or father-in-law, grandchildren, step-children.

(b) for one working day following the death of a member of his immediate family who **shall be brother**-in-law, sister-in-law, grandparents, son-in-law, **daughter-in-law**.

14.05 **For the death of the employee's current spouse's brother-in-law or sister-in-law, the Company shall allow one day leave of absence, without pay, to attend the funeral. This one (1) day leave of absence will not adversely affect the employees' attendance bonus.**

14.06 A seniority **employee** who is elected to the office of Member Legislative **Assembly** (Ontario) or Member Parliament (Canada) or full time Union Representative shall be granted a leave of absence without pay or other compensation and shall be retained on the **seniority** list without any accumulation of **seniority** until his **term of office** is concluded.

No pay shall be granted to an **employee** in any such case where **employee** does not attend the funeral of the deceased relative except in the case of death of a member of an employee's immediate family as set out in paragraph (a) hereof and the employee is unable to attend the funeral, the employee will receive one (1) day off with pay on the day of the funeral if it is

a working day. Any pay received for compassionate leave on a specified holiday shall be in lieu of pay for such holiday.

14.07 An employee wishing to take an appropriate educational course which may require class attendance during a scheduled work shift and wishes to **arrange a** shift adjustment to be able to attend required classroom **sessions**, will be required to obtain company approval in writing at **least thirty (30)** days prior to the start of the course. The company reserves the right to evaluate the appropriateness of the course and reserves the right to deny a shift change request

Clause 15 - Rates of Pay

It is agreed by the parties, signing hereto, that employees progress and wage rate review will be made in accordance with the following schedule.

15.01 All new employees, ~~except~~ skilled trades, (Classifications 1401 to 1404 and Classification **1406**) will be paid at the "New Hire" rate as shown in the Schedule of Rates. After three months on the job they will receive an increase of 25% of the difference ~~between~~ the new hire rate and the classification rate as set out in the Schedule of Rates. They shall receive a further increase of 25% at the end of six months, nine months, and twelve months until he reaches the rate for the job.

15.02 An employee with more than one (1) year seniority, who transfers through a job posting will receive 20 cents per hour below the rate shown for that classification as set out in the schedule of wages. He will receive a 5 cent increase after 3, 6, 9, and 12 months. If the employee has previously worked in the classification as a result of a **successful** job bid or the exercise of seniority during a layoff, all such time worked in such classification will be counted for progression purposes.

15.03 An employee with ~~less~~ than one (1) year seniority who transfers through a job posting will be paid at the percentage rate of his new classification that is equal to the percentage level he had attained in his former classification (i.e. 25%, **50%**, or 75%). Thereafter, at the end of each period of three months from his

entry into such classification, he will receive increases of \$0.05 in three month increments until he reaches the classification rate.

15.04 Employees hired into a skilled trade (1401 to 1404 and Classification 1406) will be paid at a rate of 50 cents below their classification rate. After three calendar months they shall be paid at their classification rate. The Company reserves the right to make wage rate increases earlier than provided for herein, based upon the merit and particular qualifications of individual employees.

15.05 An employee who transfers as a result of a layoff, shall be paid on the following basis:

(a) If he is transferred to a lower rated job, he shall be paid his current rate or the top rate of the classification into which he transfers, whichever is less.

(b) If he is transferred to a higher rated job, he shall be paid his current rate or 20 cents below the classification rate whichever is greater except an employee with less than one year seniority. An employee with less than one year seniority will be paid at the percentage rate of his new classification that is equal to the percentage level he had attained in his former classification (i.e. 25%, 50%, or 75%). Thereafter, at the end of each period of three months from his entry into such classification, he will receive increases of 25% of the difference between his new rate and his classification rate in three month increments.

Employees transferred through (a) or (b) above, shall progress in three month increments until they reach the classification rate. All time previously worked in a classification as the result of a successful job bid or the exercise of seniority during a layoff, will be counted for progression purposes.

15.06 *Payment of Wages*

Each employee shall be given each pay day, a proper statement of gross pay, all deductions and net pay. This statement shall be identifiable, by the employee's name, as belonging to the employee concerned.

15.07 The distribution of employees' pay will be made by cheque on the following basis:

(a) The seven (7) to three (3) (day shift) and day workers will be paid on Thursday, before 3:00 p.m.

(b) The three (3) to eleven (11) (afternoon shift) and eleven (11) to seven (7) (night shift) will be paid on Thursday ~~during~~ their regular shift.

15.08 The wage rates effective in this Agreement are set forth under Schedule of Rates of Pay and Job Classification List.

15.09 The following is a schedule of rates of pay agreed on from June 8, 1994 to June 30, 1997, and also a job classification list of the various departments for seniority purposes.

RATES OF PAY PER HOUR

| JOB NO. | | Effective June 8, 1994 | Effective July 1, 1995 | Effective July 1, 1996 |
|-------------------------------|---------------------------|---------------------------|---------------------------|---------------------------|
| Department (91) | | | | |
| 2008 | Fork Lift Truck Operator | \$16.23 | \$16.55 | |
| Department (300,320) | | | | |
| 3001 | Set-up | \$16.56 | \$16.89 | |
| 3303 | Extruder Moulder Operator | \$16.42 | \$16.75 | |
| 3203 | Machine Operator | \$16.23 | \$16.55 | |
| 3005 | Cable Assembly - A | \$15.84 | \$16.16 | |
| 3006 | Cable Assembly - B | \$15.84 | \$16.16 | |
| Maintenance Department | | | | |
| 1401 | Mechanic | \$18.71 | \$19.08 | |
| 1403 | Mechanical Maintenance | \$18.55 | \$18.92 | |
| 1404 | Electrical Maintenance | \$18.71 | \$19.08 | |
| 1406 | Electronic Technician | \$19.01 | \$19.39 | |
| 1407 | Storekeeper | \$16.25 | \$16.58 | |

| | | | |
|------|-----------------------|---------|---------|
| 1405 | Utility | \$15.84 | \$16.16 |
| 1408 | Assistant Storekeeper | \$16.05 | \$16.37 |
| 1410 | Janitor | \$15.72 | \$16.03 |

Apprentices

- 1411 Machinist Apprentice
- 1413 Mechanical Maintenance Apprentice
- 1414 Electrical Apprentice

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Apprentices will receive the following percentage (%) of Journeyman start rate.

| | |
|------------------|-----|
| 1st 6 month term | 65% |
| 2nd 6 month term | 69% |
| 3rd 6 month term | |
| 4th 6 month term | 78% |
| 5th 6 month term | 83% |
| 6th 6 month term | 88% |
| 7th 6 month term | 92% |
| 8th 6 month term | 96% |

16.02 The Company agrees to give an employee three (3) working days notice prior to his lunch period being changed ~~except when~~ his lunch period change is caused by a scheduled employee's absence.

16.03 The twenty (20) minute lunch period and ~~ten (10)~~ minute rest period referred to above shall be paid for at basic rates to all employees.

16.04 The standard work week schedules outlined above shall consist of eight (8) hours per day, forty (40) hours per week.

16.05 (a) Assignment of standard work week schedules shall be the responsibility of the Company, subject to the provision that

and payable on a **1-1-8-15** basis, i.e., payable from the first day of non-compensable accident, the first day of non-compensable hospitalization as an "in patient" as defined in the Health Insurance Act of Ontario and the eighth (8th) day of non-compensable sickness, payable for a maximum period of fifteen (15) weeks. Weekly indemnity shall also be payable in accordance with the ~~foregoing from the first day of a "day care surgical~~ ~~proce-~~

For the Union

Donald R. Bate
~~Edgar~~ Chaput
Raymond Oesch
Paul MacDonald
Louis Mottola
David Graham

For the Company

Robert A. Sehl
Colin R. Hemming
Christa Pynenburg

Dated at Stratford, Ontario this 8th day of June 1994.

A wage rate increase will become effective as follows:

For All Classifications

Effective June 8, 1994 - two (2%) percent on rates

Effective June 8, 1995 - two (2%) percent on rates

Effective June 8, 1996 - two (2%) percent on average.

(Note: Average not to include any new hire rate.)

15.10 (a) Apprentices shall appear on the seniority list, but shall not be affected by lay-offs on the basis of seniority until such time as they have completed their period of apprenticeship.

(b) An employee acting in the capacity of lead hand or in a temporary supervisory capacity shall receive thirty cents (30 cents) per hour above the highest base rate of classification he leads.

(c) New hires will be hired at a rate equivalent to \$5.00 below existing rate, increased in equal increments quarterly over three (3) years to full rate. (See also memo of agreement).

**Clause 16 - Schedule of Working Hours
with Rules and Regulations**

16.01 The Standard Work Week shall be as follows:

(a) the Day (1st) Shift will be 7:00 a.m. - 3:00 p.m. with a ten minute break to be scheduled between 9:00 a.m. and 9:30 a.m. and a 20 minute paid meal break to be scheduled between 11:30 a.m. and 12:30 p.m.

(b) the Afternoon (2nd) Shift will be 3:00 p.m. - 11:00 p.m. with a 20 minute paid meal break to be scheduled between 5:30 p.m. and 6:30 p.m. and a 10 minute break to be scheduled between 8:45 p.m. and 9:15 p.m.

(c) the Night (3rd) Shift will be 11:00 p.m. - 7:00 a.m. with a 10 minute break and a 20 minute paid meal break scheduled during the shift.

16.02 The Company agrees to give an employee three (3) working days notice prior to his lunch period being changed **except when** his lunch period change is caused by a scheduled **employee's** absence.

16.03 The twenty (20) minute lunch period and ten (10) minute rest period referred to above shall be paid for at basic rates to all employees.

16.04 The standard work week schedules outlined above shall consist of eight (8) hours per day, forty (40) hours per week.

16.05 (a) Assignment of standard work week schedules shall be the responsibility of the Company, subject to the **provision that** no one shall be held more than **one (1) week on an afternoon shift,** or more than one (1) week **on a night shift** against his will.

(b) The Company will give a minimum of one (1) week notice **as to a specified day for taking a work in process inventory,** and said notice will be posted **on the bulletin board.**

16.06 Shift Work Premium

The afternoon and night shift bonus will be thirty-five cents (\$00.35) per hour.

16.07 Overtime Pay

(a) Time and one-half (**1+1/2**) will be paid for other than the regularly assigned hours as laid out in the Agreement. When special hours may be called for, these special hours may be negotiated by mutual agreement **in writing between** the parties.

(b) All work performed on Saturday will be paid for at **time** and one-half (1-1/2), all work performed **on Sunday** will be paid for at double (**2**)time.

(c) An employee may **work,** upon his reasonable request and with the **Company's permission,** two (2) of the shifts as specified in Clause **16.01** between 11:00 p.m. of one day and 11:00 p.m. of the following day, **as long as** there is an eight (8)

hour ~~break~~ between the shifts, **and** no overtime premium will be paid for such second shift.

(d) An employee who works ~~two~~ (2) hours ~~or~~ more of overtime immediately prior to or ~~following~~ his regular eight (8) **hour shift shall be given a ten (10) minute break immediately prior** to, or following, his regular shift depending when the overtime is worked

16.08 For the purposes of this Agreement, Saturday work will be considered work performed between 11:00 p.m. on Friday and 11:00 p.m. on Saturday, Sunday work will be considered work performed between 11:00 p.m. on Saturday and 11:00 p.m. on Sunday.

16.09 *Recall*

An employee who has punched out and who, after leaving the Company's property, is called and ~~asked~~ to come back to work outside ~~his~~ scheduled hours shall be paid for all such hours worked with a minimum of four (4) hours, at the appropriate overtime rate.

Notwithstanding, the foregoing, an employee who is called in to start work two (2) hours or ~~less~~ prior to his scheduled starting time and is expected to ~~remain~~ and work through until his scheduled starting time shall be paid at the appropriate overtime rate only for such extra hours worked.

16.10 *Reporting ~~for~~ Work Allowance*

In the event an employee reports for work on his regular shift or on a prescheduled overtime shift, without previously having been notified not to ~~report~~, he shall be paid for one half (1/2) of the hours of that day or shift (whether regular shift or scheduled overtime shift), with a minimum payment of three (3) hours pay, except where the shortage of work is caused by such circumstances beyond the control of the Company, such as serious fire, flood or storm, and the Company has had insufficient time to warn the employees.

In the event of a snowstorm, an employee who lives in the area which receives radio broadcasts from station CJCS

Stratford, 1240 on the AM dial, shall be deemed to have been notified in accordance with this Article 16.10, if such notice is broadcast over CJCS at least forty-five (45) minutes before the **start** of his ~~shift~~. A person who lives within twenty-five (25) miles (40 km) from the city of Stratford is deemed to receive broadcasts from CJCS.

Clause 17 - Cost of Living Allowance

17.01 A Cost of Living Allowance will be made for each employee. The effective date of any adjustment shall be the pay period following publication of the Consumer Price Index by Statistics Canada for February, May, August and November.

17.02 The Consumer Price Index (1986) figure as a **floor** in this Agreement shall be the June 30, 1994 figure as published by Statistics Canada in July 1994. The annual trigger for Cola will be after a 3.75% increase and **based** upon a **bonus** of one cent (1 cent) ~~per hour~~ for each full 0.148 point rise in the C.P.I. as set out in Article **17.04**.

17.03 If the index level remains at the June 1994 level or drops below that level, there will be **no** allowance made.

17.04 If there is a **rise** in the Index a bonus will be paid of one cent (1 cent) per hour for each full 0.148 point rise in the C.P.I.

17.05 Adjustments will ~~be~~ made upward or downward as indicated by the Index, with **no bonus** being paid in the event of a decline in the C.P.I. to or below the **June, 1994** figure.

17.06 The **Cost** of Living Allowance provided for herein shall be an "add-on" and shall not be incorporated into wage rates for **computation of overtime** premiums until July 1, 1994, 1995 and 1996 respectively.

Clause 18 - Insurance

18.01 The Company will pay the full amount of the cost of life insurance, sickness and accident (weekly indemnity) pre-

mium and Blue **Cross** or equivalent semi-private premium for every seniority employee.

Effective **December** 1, 1981, the insurance carrier will deduct income tax from the sickness and accident (weekly) indemnity benefit payments.

18.02. The Company will pay the full amount of the Extended Health Care Plan ten **dollars/twenty** dollars (\$10.00/\$20.00) deductible for seniority employees.

Effective June 8, 1994, the prescription glasses allowance in the aforementioned Extended Health Care Plan will be one hundred and fifty dollars (**\$150.00**) every 24 months.

Effective March 1, 1975, the **Company** will introduce a Prescription **Drug** Plan - thirty-five **cents** (35 cents) per prescription payable by the employee and **the** Company will pay the premiums of such plan **on** behalf of **seniority** employees.

18.03 On and after attainment of Normal Retirement age, life insurance will be reduced to two thousand dollars (\$2,000) the first of the month following the date of retirement, the Company paying the full premium on this two thousand dollar (\$2,000) life insurance.

18.04 Employees retired on Severance Award will have life insurance of two thousand dollars (**\$2,000**) paid by the Company and carried in effect until death.

18.05 An employee retiring with Disability Pension under the Company's non-contributory pension plan before attaining age sixty-five (65), his life insurance will **be** carried in the amount in effect at the time of his disability retirement until the first of the month following attainment of age sixty-five (65), then reduced to two thousand dollars (\$2,000) and the Company will pay the premium.

18.06 Effective April 1, 1975, the Weekly Indemnity Insurance shall provide sixty-six and two thirds percent (**66-2/3%**) of the employee's basic earnings **including** C.O.L.A. to a maximum equal to the level of the Unemployment Insurance Act Benefits

and payable on a 1-1-8-15 basis, i.e., payable from the first day of non-compensable accident, the first day of non-compensable hospitalization as an "in patient" as defined in the Health Insurance Act of Ontario and the eighth (8th) day of non-compensable sickness, payable for a maximum period of fifteen (15) weeks. Weekly indemnity shall also be payable in accordance with the foregoing from the first day of a "day care surgical procedure" which requires the employee to be absent from work.

For the purpose of determining the amount of the Weekly Indemnity to which an employee is entitled, the Weekly Indemnity will be established in accordance with the employee's basic earnings including C.O.L.A. twice yearly, at January 1st and July 1st.

In consideration of the fact that the Company is herein providing benefits equal to the level required by the Unemployment Insurance Act for qualifying for premium reduction, the parties hereto agree that the Company shall be entitled to retain the full amount (i.e. twelve-twelfths (12/12) of the premium reduction granted by the Unemployment Insurance Commission).

18.07 (a) the amount of life insurance shall be as follows:

Effective June 8, 1994 -- \$23,000
Effective June 8, 1995 -- \$24,000
Effective June 8, 1996 -- \$25,000

The amount of Accidental Death and Dismemberment insurance shall be as follows:

Effective June 8, 1994 -- \$23,000
Effective June 8, 1995 -- \$24,000
Effective June 8, 1996 -- \$25,000

(b) Employees can elect to continue their life insurance for three (3) months from the first day of the month following lay-off or leave of absence, by payment of the insurance premium. At the end of this period, the employee has the privilege of converting his Group Life Insurance (all or part) into an individual policy. No medical examination is required, however premium rates are applicable to his present attained age.

18.08 Pension

The Company agrees with the Union that it will establish and maintain the Pension Fund on an actuarial basis during the term of this Agreement or of any renewal thereof. The amount of monthly pension payable to a member retiring pursuant to the provisions of the Pension Plan shall be equal to the following:

Effective June 8, 1994 \$18.00 per month multiplied by the years of credited service.

Effective June 8, 1996 \$18.50 per month multiplied by the years of credited service.

The rights of employees in regard to employment, discharge, lay off and seniority under this Collective Agreement shall not be weakened, abridged or modified by the terms of the Pension Plan.

A pensioned employee shall lose all rights under the Collective Bargaining Agreement except those specifically mentioned herein or as referred to in the Pension Agreement.

The Pension Plan as referred to will be signed simultaneously with this Agreement.

18.09 Effective December 1, 1980, the Company will introduce a dental plan which will be comparable to Blue Cross Plan No. 9, \$10/\$20 deductible, and the Company will pay on behalf of seniority employees, one hundred percent (100%) of the present cost of the premiums for such plan. The term "present cost" as used herein shall mean the premium cost as at December 1, 1984.

Effective June 8, 1994, the dental plan will be based on the 1993 Ontario Dental Association fee schedule for the duration of this agreement.

Clause 19 - Contract Amendments

19.01 Notwithstanding the foregoing, any change or amendment in the terms of this Agreement other than the provisions relating to its term of operation, may be negotiated only by mutual agreement in writing between the Company and the Plant Committee.

Clause 20 - Profit Sharing Bonus

20.01 Whereby, if the year to date budgeted profit is attained, payout of 8.33% of base earnings in the month will be made each month ~~that~~ the year to date budget is achieved. If the year to date profit budget is missed in one month, but made up in a future month, payout will be made at the 8.33% level of earnings since the last payout.

CLASSIFICATIONS

999. Lead Hand

Will perform his duties under the direction of the department supervisor, such as the assignment of work, the training of plant personnel; making machine set-ups and adjustments; maintaining production and quality standards, inspection; packing and shipping requirements; processing necessary records for production, inventory and product identification, procuring and moving materials and supplies; and assisting in planning and scheduling machine loading, production requirements and repairs. May do any or all of the operations within his department.

DEPARTMENT 91

2008. FORK LIFT TRUCK OPERATOR

Required to perform timely material delivery, transfer or consolidation using all forms of material handling equipment (including fork lift trucks; designated personnel will operate receiving by crane) as well as the proper recording of said material movement utilizing appropriate inventory control administration

devices/procedures prescribed by Dominion Controls. Perform other related duties as are assigned.

DEPARTMENTS 300, 320

3001. Set Up

Required to set up tools, dies and fixtures on all production machines, production testing machines and allied equipment for the manufacture of an automotive brake and accelerator cable and marine and agricultural cables. Will inspect work to determine that set-ups conform to standards or working drawings, makes adjustments as required. Assists on job set-ups as to material procurement, product identification, etc. Will perform such other related duties as are assigned.

3203. Machine Operator

Required to operate production machines such as stranders, flat wire conduit, spoolers and outer wraps, and ferrule wrap and strand choppers, etc., for the manufacture of strand and conduit. Will make machine adjustments for proper dimensional and quality control of product, and work to normal production standards. Loads and unloads spools of wire and finished strand or conduit and cut lengths. Records and identifies product. Will perform such other related duties as are assigned.

3303. Extruder-Moulder Operator

Must perform all operations necessary to: set up; die change; adjust; run production; clean and perform running maintenance on: moulders, extruders, and auxiliary equipment within the scope of operation manuals, standard operating procedures, production standards and quality assurance of production to design intent, and perform such other related duties as are assigned.

3005. Cable Assembly - A

Required to do trucking for parts, process work and finish cable assemblies for automotive, marine and agricultural and industrial products. Required to do work on rotary swedging

machines and some cable assembly work. Will install blown rubbers on conduit as required. Packs, bundles and identifies cable assemblies for shipment. Will work to normal production standards. Will perform such other related duties as are assigned.

3006. Cable Assembly - B

Required to assemble fittings to strand and conduit using presses and extruding machines, and to shape strand, conduit and fittings using cutters, deburring and grooving machines, and other similar production processes. Assemble cable and component parts, does cable greasing and packs individual cables in boxes as required. Will use production testing machines on finished assemblies. Installs loose rubbers and blown rubbers on strand and conduit, not to exceed a steady force of seventeen (17) pounds (8kg). Will work to normal production standards. Will perform such other related duties as are assigned.

MAINTENANCE 141

1401. Machinist

Required to set up and operate lathes, shapers, drills, planer, millers, grinders and other allied machine shop equipment, and do necessary fitting and bench work. Required to build new and repair production tooling, dies and machine parts from blueprint or sketch and work to close tolerances. Will dismantle and repair machines, including rebuilding and making parts and assemble work. Will perform such other related duties as are assigned.

1403. Mechanical Maintenance

Required to work on a widely diversified line of production machines and plant equipment, using skills such as scraping and fitting, dismantling and assembly of machinery and components, drilling, shaping and cutting operations. Required to have a working knowledge of operations and repair of steam, air and hydraulic equipment. Will manufacture and install steel fabrications from blueprint or sketch, including safety equipment. Required to do pipe fitting, wood-working and moving of machinery and equipment with full working knowledge of proper safety

procedures. Will perform such other related duties as are assigned.

1404. Electrical Maintenance

Required to repair and maintain electrical equipment for production machines and plant equipment, using proper safety precautions. Will determine cause of electrical faults and remedy same, using necessary tools and testing equipment. Required to install wiring and controls for new machines and equipment, and possess a working knowledge of electronics and electrical circuits. Required to read blueprints and schematic drawings. Will perform such other related duties as are assigned.

1405. Utility

Required to do in-plant cleaning of factory floors, factory offices and lunch room using hand tools, power sweeper and power scrubber. Will clean machinery and floor drains as required and will assist maintenance trades for moving and handling supplies, machinery, etc. Will perform such other related duties as are assigned.

1406. Electronic Technician

Required to perform the duties detailed in 1404, Electrical Maintenance and in addition an Electronic Technician must have an operating knowledge of solid state and conventional industrial controls. He also must have theoretical and working knowledge of the basic timing, switching and phase shift circuits. He is required to trouble shoot, repair and overhaul any of the above equipment. He must be able to understand and use testing equipment which would include the following: scopes, oscillograph and vacuum tube volt meter, and will perform such other related duties as are assigned.

1407. Storekeeper

Required to rearrange and label stock and keep necessary records to maintain and control the complete maintenance inventory. Responsible to order general supplies and necessary repair

parts to maintain stock at established levels. Maintain catalogues, spare parts records and all ordering information. Will be familiar with catalogues and suppliers so that he can fill specific needs.

Will be required to identify all machine repair parts, tooling, fluid power components and general supplies under his control. Must basically understand drawings and prints and be able to order from bills of material.

Will issue and receive non-consumable supplies such as taps, dies, hand tools, etc. Will maintain the security of the tool crib and control the issue of consumable stores. Will use equipment to prepare general tooling and to maintain issued tools. Will perform such other related duties as are assigned.

Candidate should be a graduate of a four (4) year Trades and Technology program, or will have demonstrated a strong mechanical aptitude.

1408. Assistant Storekeeper

Required to assist in the recording, receiving and issuing components and stock. Must maintain tool steel records and will use equipment to prepare general tooling, maintain issued tools, and for cutting materials. Will issue and receive non-consumable supplies such as small tools, taps, dies, etc., control the issue of the consumable stores, will maintain good housekeeping and safe working practices, and will perform such other related duties as are assigned.

1410. Janitor

Will perform janitorial duties within the plant and will perform such other related duties as are assigned.

MEMORANDUM OF AGREEMENT

1. Length of time to effect a move after a claimant has been advised that he is accepted on a job posting -

It is intended that a move will be made within ten (10) days after advising a claimant that he is accepted on a job posting, providing that his move does not result in one (1) or two (2) additional job postings. In such a case all moves will be made on the Monday following the completion of the last job posting. It is expected that all postings will be filled in less than the stipulated time, however, if circumstances require additional time, the Plant Committee Chairman will be so advised.

2. Payment of fringe benefits for employees on lay-off.

(a) In the event of lay-off, each affected employee shall be given written notice three (3) working days prior to the notice taking effect. In the case of employees absent on sick leave, notice of layoff will be sent by registered mail.

(b) Sickness and accident benefits will continue to the employee on sick leave at the time of lay-off for the duration of the period of illness or until sickness and accident benefits are exhausted, whichever first occurs.

MEMORANDUM OF AGREEMENT

The Dominion Chain, division of Dominion Chain Inc., and the Plant Committee of Local 1927 International Association of Machinists, agreed on February 20, 1974, in regard to rubber blowing operations within the classification 3006, cable assembly, light, as follows:

- 1) Assemblies using "A.C.C.O." type conduit moving through Department 300, up to and including assemblies in process on February 20, 1974, will be removed from 3006 classification and the rubbers will be blown on these assemblies under classification 3005, cable assembly - heavy.
- 2) Rubber blowing duties will be assigned according to shift seniority, working from the bottom of the list to the top of the list. No employee will be required to perform rubber blowing duties for more than four (4) continuous hours in a day unless the rubber blowing is performed mechanically.

3) Should a variation in the material used in the rubber blowing operation in classification 3006, making the assembly of blown rubbers to flat wire conduit more difficult, with particular reference to the Pinto assembly #72.0262, the operators will report immediately to their foreman for a consideration of a change of parts, method, or assignment of the particular job to another classification. Should it become necessary, an agreement will be reached in a consultation with another company representative, a union committeeman, the foreman and the employee.

4) In the future, the assignment of new cable assemblies -rubber blowing operation, will be assigned to either 3005 - cable assembly - heavy or 3006 - cable assembly - light, taking into consideration the type of conduit ("A.C.C.O.", flat wire, length, weight, etc.) and the degree of difficulty in assembling the blown rubber to conduit in agreement with the union committee, the employees and the company.

MEMORANDUM OF AGREEMENT

The Company undertakes to deduct from each seniority employee, with the employee's written approval, a predetermined fixed amount of money in \$5.00 (five dollar) increments (\$5, \$10, \$15, \$20, etc) per week. This money would be held in trust and repaid, in whole, to the employee June 1 of each year. Deductions will begin September 1 of each year. Exceptions to withdrawals of funds will be made for employees who lose seniority or are placed on layoff status. Incremental deductions will be established September 1 of each year and may only be adjusted September of each year.

MEMORANDUM OF AGREEMENT

No jobs will be contracted out without thorough discussion between Management and the Union Committee, with the

understanding that all jobs that can conceivably be done in-house shall be ~~done~~ in-house by bargaining unit employees.

MEMORANDUM OF AGREEMENT

Vacation pay will be paid when vacation is taken if requested, i.e. one days pay when one days vacation is taken. The Company may require 7 days written notice to process cheques on the following week's payroll.

MEMORANDUM OF AGREEMENT

The employer agrees to supply the Union with a copy of the W.C.B. Form 7 as soon as it has been completed.

MEMORANDUM OF AGREEMENT

If, after submitting an uncontested **Form 7** to the W.C.B., there is a delay of more than one month on the part of W.C.B. in providing appropriate compensation to the injured employee, the Company will agree to provide bridge compensation for the employee up to the time the employee receives direct payment of compensation from W.C.B.

The employee will agree to repay all bridge compensation to the Company at the time the W.C.B.'s first payment arrives in the hands of the employee.

Any and all indebtedness resulting from this bridge financing shall be guaranteed to the Company jointly and severally by the Union and the employee.

MEMORANDUM OF AGREEMENT

There will be a one time **payout for** employees who have missed one half day or less from September 1, 1993 to December 31, 1993 of Seventy-five dollars (\$75.00).

For the Union

Donald R. Bate
Edgar Chaput
Raymond Oesch
Paul MacDonald
Louis **Mottola**
David Graham

For the Company

Robert A. Sehl
Colin R. Hemming
Christa Pynenburg

Dated at Stratford, **Ontario** this 8th day of June 1994.