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No. OF EMPLOYEES	3000		
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1997

COLLECTIVE AGREEMENT

BETWEEN

CANADIAN TIMKEN, LIMITED

AND

THE UNITED STEELWORKERS

OF AMERICA

A.F. OF L. - C.I.O. - C.L.C.

RECEIVED
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COLLECTIVE AGREEMENT

BETWEEN

CANADIAN TIMKEN LIMITED

AND

THE UNITED STEELWORKERS OF AMERICA - AF of L - CIO - CLC

AND

LOCAL UNION NO. 4906

1997 COLLECTIVE AGREEMENT

BETWEEN CANADIAN TIMKEN, LIMITED

of the City of St. Thomas, Ontario,

hereinafter called "the Company"

OF THE FIRST PART

AND THE UNITED STEELWORKERS OF AMERICA,

A.F. of L., -C.I.O., C.L.C. and LOCAL 4906

of the UNITED STEELWORKERS OF AMERICA

hereinafter collectively called

"the Union"

OF THE SECOND PART

WHEREAS a majority of the employees of Canadian Timken, Limited as covered by the certification issued by the Ontario Labour Relations Board, have become members of the United Steelworkers of America, 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, shall bargain collectively with its employees through the said Union.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH:

ARTICLE 1

PURPOSE

- 1.01 The general purpose of the Agreement ~~is~~ to establish and maintain formal relations between the Company and its employees, and ~~to~~ provide machinery for the prompt and equitable disposition of grievances, and to establish and maintain satisfactory working conditions, wages and hours of work, ~~as~~ set forth herein for all employees.

ARTICLE 2
RECOGNITION

- 2.01 The Company recognizes that the Union is the sole and exclusive bargaining agent of the employees at the St. Thomas Plant.
- 2.02 For the purpose of this Agreement, the term employee or employees shall mean an employee or employees of the St. Thomas Plant save and except supervisors, assistant supervisors, and persons above the rank of either supervisor or assistant supervisor, guards, power plant engineers and office staff.
- 2.03 Supervisory personnel shall not perform work normally performed by an employee, except that supervisory personnel shall not be restricted from performing a minimal amount of work or work including but not limited to work for the purpose of inspection, instruction, training, experimentation, the correction of production difficulties, or work which if not performed might result in hazardous conditions or loss or damage to material or equipment.

ARTICLE 3

RESERVATION OF MANAGEMENT RIGHTS

- 3.01 Subject to the terms and provisions of this Agreement, and provided that the functions, rights and authority of Management are exercised in a just and reasonable manner, the Union acknowledges that it is the exclusive function of the Company to:
- (a) Maintain order, discipline and efficiency.
 - (b) Hire, discharge, promote, demote, transfer, classify or discipline employees, provided that a claim of a discriminatory classification, promotion, demotion, transfer or claim that an employee has been discharged or disciplined without reasonable cause may be the subject of a grievance and dealt with as hereinafter provided.
 - (c) Exercise any of the rights, powers, functions or authority which the Company had prior to the signing of this Agreement except as those rights, powers, functions or authority are specifically abridged or modified by this Agreement, and without restricting the generality of the foregoing the Company retains the right to determine the number and locations of plants, the products to be manufactured, methods of manufacturing, schedules of production, schedules of work,

ARTICLE 3 CONTINUED
RESERVATION OF MANAGEMENT RIGHTS

- 3.01 (c) Continued
- quality and quantity standards, kinds and locations of machines and tools to be used, processes of manufacturing and assembling, the engineering and designing of its products, and *the* control of materials and parts to be incorporated in the products produced.

ARTICLE 4
NON-DISCRIMINATION

- 4.01 The Company agrees that there shall be no discrimination, intimidation, interference, restraint or coercion exercised or practiced by the Company or by any of its representatives, with respect to any person(s) because of membership or non-membership in the Union.
- 4.02 The Union agrees that there shall be no discrimination, intimidation, interference, restraint or coercion exercised or practised upon person(s) of the Company by any of its members or representatives, because of membership or non-membership in the Union, and there shall be no Union activity on Company time and no meetings on Company premises except with the permission of the Company.
- 4.03 In this Collective Agreement, unless the contrary intention appears, words importing the masculine gender only include females as well as males and the converse.

PLANT COMMITTEE

- 5.01 The Company acknowledges the right of the Union to appoint or otherwise select a Plant Committee of not more than nine (9) employees and shall recognize and discuss with the said Committee all matters properly arising from time to time under the terms and during the continuance of this Agreement; provided that no more than four (4) members of the Plant Committee shall be authorized to meet with the Company with respect to any matter. In any meeting providing for four (4) members of the Plant Committee to meet with representatives of the Company, the President or Vice-president of the Local Union may substitute for any Plant Committee member. It is agreed that employees shall not be eligible to serve as Committeemen until they have established six (6) months' continuous service.
- 5.02 The Union acknowledges that members of the Plant Committee shall continue to perform their regular duties on behalf of the Company, and before leaving his regular duties on behalf of the Union a Committeeman must obtain permission of his Supervisor, make known his destination and again report to the Supervisor at the time of his return with the elapsed time recorded on the employee's work ticket and initialled by the employee and the Supervisor. He shall also report to the

ARTICLE 5 CONTINUED

PLANT COMMITTEE

- 5.02 Continued
Supervisor of any department it is found necessary to visit, state the reasons for doing so and secure permission before entering. Permission requested under this clause shall not be unreasonably withheld, and any member of the Plant Committee so authorized shall be afforded such time off without pay.
- 5.03 When the Company requests a meeting with any member(s) of the Plant Committee, the Company shall compensate such employee(s) for all time spent during regular working hours.
- 5.04 It is clearly understood that members of the Plant Committee shall not absent themselves from their regular duties unreasonably in order to deal with the Union matters.
- 5.05 The Union agrees to supply the Company with the names of employees constituting the panel of the Plant Committee, and shall keep such list up to date at all times.

ARTICLE 6
DEDUCTION OF UNION DUES

- 6.01 Each employee hired on or after the date of signing of this Agreement, shall, as a condition of employment, beginning on his first working day following the completion of his probationary period, acquire and maintain membership in the Union for the duration of this Agreement.
- 6.02 Each employee who, on the date of signing of this Agreement, is a member of the Union and each employee who shall hereafter become a member after that date shall, as a condition of employment, maintain membership in the Union for the duration of this Agreement.
- 6.03 A standard membership and dues deduction authorization form hereinafter referred to as authorization(s) acceptable to the Company shall be supplied by the Union.
- 6.04 The Company shall deduct Union dues in the amount as designated in writing by the Union as long as said authorization remains in effect.

ARTICLE 6 CONTINUED
DEDUCTION OF UNION DUES

- 6.05 The Company shall remit once a month to the person designated by the Union the full amount of the dues so deducted, furnishing therewith a statement showing how the deductions have been made. Reasonable care shall be exercised by the Company, but the Company shall not be responsible for errors made.
- 6.06 All authorizations shall be considered as void and of no effect automatically in the event contractual relations between the Company and said Local Union are terminated.

ARTICLE 7
COMPLAINT PROCEDURE

- 7.01 It is the desire of the parties hereto that complaints of employees shall be adjusted as quickly as possible. Both parties, therefore, recognize that supervisory employees should be informed ~~as~~ quickly ~~as~~ possible of an employee's complaint and not later than thirty (30) working days after the commencement of the alleged occurrence causing the complaint. It ~~is~~ understood that an employee has no grievance until he has first given his Supervisor ~~an~~ opportunity of adjusting his complaint.
- 7.02 **An** employee having a complaint within the terms and provisions of this Agreement shall, accompanied by his Committeeman, submit such complaint to his Supervisor of his department **who** shall give a decision within two (2) regular working days unless a longer time is agreed upon by the conferring parties. **If** the decision of the Supervisor is not considered to be satisfactory, the matter may then be dealt with under the grievance procedure.
- 7.03 If the Company wishes to interview an employee(s) for reasons pertaining to the Agreement the employee(s) may be accompanied by his Committeeman if the employee(s) requests his assistance.

ARTICLE 8
GRIEVANCE PROCEDURE

- 8.01 If an employee has complied with the provisions of the Complaint Procedure and desires to grieve, the matter shall be reduced in writing on a form supplied in triplicate by the Company.
- 8.02 Step No. 1 (Area Supervisor)
The written grievance, signed by the employee and the Committeeman, shall be presented to the Area Supervisor of the employee concerned. After such discussion as is necessary, the Area Supervisor shall give his answer in writing within two (2) regular working days following receipt of such grievance. (The Supervisor of the employee shall receive and reply to such grievance if the employee has no Area Supervisor.)
- 8.03 Step No. 2 (Next Level Manager)
If the decision as rendered in Step No. 1 is not satisfactory, written notice of intention to appeal must be presented to the Next Level Manager, or his designated representative, signed by the employee and his Committeeman, within two (2) regular working days following receipt of the Area Supervisor's or Supervisor's answer in Step No. 1, unless a longer period has been agreed upon by the conferring parties. The Next Level Manager or his designated representative, shall discuss the grievance with the Committeeman, the employee concerned,

ARTICLE 8 CONTINUED
GRIEVANCE PROCEDURE

- 8.03 Step No. 2 (Next Level Manager) Continued
and with the Area Supervisor or Supervisor. He shall do this within three (3) regular working days after notice has been given unless a longer period be agreed upon by the conferring parties. He shall give his answer in writing within two (2) regular working days after completion of the discussions or such longer period as may be agreed upon by the conferring parties.
- 8.04 Step No. 3 (Company Representative)
If the decision as rendered in Step No. 2 is not satisfactory, written notice of intention to appeal must be presented to a duly designated representative of the Company by the Chairman of the Grievance Committee and the employee within three (3) regular working days following receipt of the Next Level Manager's answer in Step No. 2, unless a longer period has been agreed upon by the conferring parties.
- 8.05 The Plant Committee and duly designated representative(s) of the Company shall meet at a time agreed upon but not later than seven (7) regular working days after notice has been given; the time limit as set forth herein may be extended by agreement. At this meeting, a Staff Representative of the International Union, or his duly designated representative, shall be present and the reply of the Company Representative shall be put in writing within two (2) regular working days

ARTICLE 8 CONTINUED
GRIEVANCE PROCEDURE

- 8.05** Step No 3 (Company Representative) Continued following this meeting.
- 8.06** Step No. 4 (Arbitration)
Failing agreement by the Plant Committee and the Company Representative(s) the grievance may then be referred to arbitration and any notice of appeal must be filed with the Company within fourteen (14) calendar days of receipt of the Company's written disposition under Step No. 3.
- 8.07** With the service of notice of appeal to arbitration, the party appealing shall include a list of not more than three (3) persons proposed by it to be Arbitrator. If the other party does not agree to any of the persons proposed, such party shall within five (5) calendar days following receipt of such notice of appeal, submit a second list of not more than three (3) persons proposed by it to be Arbitrator. If the parties cannot agree on an Arbitrator from either list within a period of five (5) calendar days following receipt of the second list, the party appealing shall within ten (10) calendar days thereafter, request the Minister of Labour of the

ARTICLE 8 CONTINUED
GRIEVANCE PROCEDURE

- 8.07 Step No. 4 (Arbitration) Continued
Province of Ontario to appoint an Arbitrator. Persons proposed or appointed as Arbitrator shall in no way have been directly involved in attempts to negotiate or settle the grievance.
- 8.08 With the selection or appointment of the Arbitrator, a meeting shall be conducted as soon as possible to hear the evidence and presentation of both parties, with the intention that a decision shall be rendered promptly, but not later than fourteen (14) calendar days, or such longer period as the Arbitrator may deem necessary, after the conclusion of the hearing
- 8.09 The decision of the Arbitrator shall be final and binding on both parties to this Agreement.
- 8.10 The Arbitrator shall not have jurisdiction to alter or change any of the provisions of this Agreement nor to substitute any new provisions in lieu thereof, nor to give any decision inconsistent with the terms and provisions of this Agreement.
- 8.11 The Arbitrator may make adjustment on any grievance arising out of the interpretation or application of this Agreement, but in matters

ARTICLE 8 CONTINUED
GRIEVANCE PROCEDURE

- 8.11 Step No. 4 (Arbitration) Continued
involving pay awards such awards shall not exceed the provisions outlined in Article 9, Subsection 9.04.
- 8.12 Each of the parties hereto shall jointly bear the expense of the Arbitrator.
- 8.13 At any stage of the grievance procedure, the conferring parties may have the assistance of the employee or employees concerned and any necessary witnesses.
- 8.14 Complaints and grievances not appealed from the disposition of the Company's representatives in any of the steps of the complaint and grievance procedure within the time and in the manner specified herein shall be considered as having been adjusted to the satisfaction of the employee and the Union on the basis of the disposition last made and shall not be eligible for further appeal.
- 8.15 Any grievance involving the interpretation or application of this Agreement, which has been disposed of hereunder, shall not be made the subject of another grievance.

ARTICLE 9
DISCHARGE CASES

- 9.01 Prior to the discharge of an employee, a member of the Plant Committee if one is working on that shift, shall be called by the Supervisor effecting the discharge. The Plant Committeeman shall be asked to witness the discharge. The employee, in the presence of his Plant Committeeman, shall be told the reason for his discharge.
- 9.02 A claim by an employee that he has been unjustly discharged from his or her employment, shall be treated as a grievance, but a written statement of intention to grieve must be lodged with a duly designated representative of the Company and also with the Plant Committee within three (3) working days after the employee ceases to work for the Company, otherwise it shall not be considered. The Grievance Procedure commencing with Step No. 3 shall then be followed.
- 9.03 Such special grievance may be settled by confirming the Company's action in dismissing the employee, or by reinstating the employee with or without back pay, or with or without loss of seniority, as may be agreed upon between the parties or as directed by arbitration.

ARTICLE 9 CONTINUED

DISCHARGE CASES,

- 9.04** Back pay awards shall not exceed the amount which the employee would have earned on straight time during his normal work schedule, nor shall it extend beyond the date of the circumstance which occasioned the reimbursement or thirty (30) working days prior to the date of the written grievance, whichever period is shorter. It is understood however, that such thirty (30) working day limitation shall not apply if the reimbursement is occasioned by an error in the calculation of an employee's wage earnings.
- 9.05** In the case of workers covered under an incentive or bonus plan, the back pay award shall not exceed the number of hours which the employee would have worked during his normal work schedule, multiplied by the straight time average earnings calculated from the two pay periods preceding his discharge.
- 9.06** Back pay awards shall be reduced by the total amount of any compensation received and any wages earned by the employee, during the period of back pay.

ARTICLE 10
DISCIPLINARY ACTION CASES

- 10.01 The Company shall advise a member of the Plant Committee, if one is working on that shift, prior to effecting any disciplinary action other than verbal reprimand. In the event that no member of the Plant Committee is working on that shift, the Company shall advise a member of the Plant Committee within one (1) working day, of such disciplinary action.
- 10.02 Commencing on the effective date of this Agreement, all disciplinary action for a given offense shall be stricken from the record of an employee who was last disciplined for such offense four (4) or more years preceding such date, or four (4) or more years preceding any subsequent date.

ARTICLE 11

NO STRIKES OR LOCK-OUTS

- 11.01 In view of the orderly procedure established herein for the disposition of complaints and grievances, the Company agrees that it shall not cause or direct a lock-out of the employees covered by this Agreement or any extension thereof and the Union agrees that there shall be no strikes or other collective action which will stop or interfere with production for the duration of this Agreement or extension thereof
- 11.02 Strike includes a cessation of **work**, a refusal to work or to continue to **work** by employees in combination or in concert or in accordance with a common understanding or a slow down, stoppage, labour holiday, continuous meeting, or other concerted activity on the part of the employees designed to restrict, limit or otherwise interfere with output or entry to the Company's property.
- 11.03 In the event of a strike in breach of this Agreement, the parties shall not discuss the grievance allegedly causing such strike or any other grievance until such strike is terminated.

ARTICLE 12
SAFETY AND HEALTH

- 12.01 The Company shall maintain ~~adequate~~ sanitary arrangements throughout the plant, provide proper safety devices ~~and~~ give proper attention to the elimination of any condition of employment ~~which~~ is a hazard to the safety or health of the employees.
- 12.02 Where the nature of the task assigned to an employee requires the use of special equipment or protective clothing, such equipment or clothing shall be provided by the Company.
- 12.03 The Company reserves the ~~right~~ to formulate and publish from time to time, rules and regulations regarding the ~~use~~ and operation of machine equipment, special equipment or clothing, and ~~plant~~ facilities and the terms and conditions upon which special equipment or clothing ~~is~~ issued to employees.
- 12.04 **A** Health and Safety ~~Committee~~ shall be maintained during the life of this Agreement. It shall consist of ~~at~~ least four **(4)** members, two **(2)** of whom shall represent the Union. The ~~committee~~ shall meet at least once every three **(3)** months, identify potential hazards in the workplace and recommend corrective action. **A** Union committee member ~~accompanied~~ by a designated Company representative shall inspect the physical condition of the workplace at least once a month. Time spent by employee committee ~~members~~ attending to committee activities shall be considered hours worked for which they shall be paid an amount equal to such hours multiplied by their straight-time average earnings, calculated from the two **(2)** preceding pay periods.

ARTICLE 12
SAFETY AND HEALTH

12.05 An employee may refuse to perform **work** which he has reason to believe will likely endanger himself or another employee because of the equipment, machine, device or thing he is to use, **or** the physical condition of the workplace area in which he is to **work**

ARTICLE 13
LEAVE OF ABSENCE

- 13.01 The Company shall grant leave of absence to employees retroactively when necessary for legitimate reasons, including illness and injury.
- 13.02 The Company shall grant leave of absence without pay for reasonable periods to not more than three (3) employees to serve as representatives of the Local Union for the transaction of Union business.
- 13.03 The Company shall grant leave of absence without pay for one (1) employee to work in an official capacity for the Local or the International Union subject to the following conditions:
- (a) the employee requests such leave of absence in writing, approved by the Union, and
 - (b) such leave of absence shall not exceed a period of twelve (12) consecutive months, and
 - (c) the employee's seniority, and continuous service with the Company shall not be affected by such leave of absence.

ARTICLE 14
PROBATIONARY EMPLOYEES

- 14.01 **An employee shall be considered on probation until he has worked a total of sixty (60) working days during a period of six (6) consecutive months.**
- 14.02 **During the probationary period an employee may be terminated at the discretion of the Company for just cause having regard to the requirements of the job.**

ARTICLE 15
SENIORITY

15.01 Seniority lists shall be established and posted for each occupation and shall be permanently maintained. A copy of such posted seniority lists shall be sent to the Local Union.

15.02 An employee shall acquire occupational seniority after he has worked in an occupation, other than a job classification which forms part of the Utility occupation, for a total of:

- (a) sixty (60) working days during a period of six (6) consecutive months in the case of the first occupation in which seniority is acquired, and
- (b) except as provided in Subsection (c) hereunder, forty-five (45) working days during a period of six (6) consecutive months in the case of each subsequent occupation in which seniority is acquired.
- (c) thirty (30) working days during a period of six (6) consecutive months in the case of a subsequent occupation having a work schedule consisting of three (3) consecutive eleven and one half (11.5) hour days for a total of thirty-four and one half (34.5) hours per week.

after which time his seniority shall be dated from the first day of his employment in that occupation. This shall be known as the effective date for that occupation.

ARTICLE 15 CONTINUED

SENIORITY

- 15.03 Seniority in each occupation held by an employee shall continue to accumulate from the effective date and shall continue to accumulate thereafter regardless of the number of subsequent transfers.
- 15.04 The name and effective seniority date of an Apprentice shall be removed from the seniority list for that occupation immediately following his graduation from the Apprenticeship program and shall be transferred to the seniority list for the corresponding tradesman's classification.
- 15.05 If an employee is or has been transferred to a position which is not subject to the provisions of this Agreement, the following conditions shall apply:
- (a) If transferred to a supervisory position on or prior to June 18, 1994, the employee shall retain his seniority and such seniority shall continue to accumulate while serving in this capacity.
 - (b) If transferred to a supervisory position subsequent to June 18, 1994, but on or prior to August 1, 1997, the employee shall retain his seniority and such seniority shall continue to accumulate while serving in this capacity for a period equal to his accumulated seniority in the bargaining unit, to a maximum of five (5) years.

ARTICLE 15 CONTINUED

15.05 Continued

- (e) If transferred to a non-supervisory position on or prior to August 1, 1997, an employee or a Supervisor having accumulated seniority shall retain his seniority for a period equal to his accumulated seniority in the bargaining unit, to a maximum of three (3) years.
- (d) Subsequent to August 1, 1997, an employee who is transferred to a supervisory or non-supervisory position, and a Supervisor having accumulated seniority who is transferred to a non-supervisory position shall retain his accumulated seniority in the bargaining unit, to a maximum of one (1) year.
- (e) If an employee or Supervisor is transferred back within the applicable time limit, if any, shown herein, his seniority shall be deemed unbroken.

15.06 Promotions within the bargaining unit shall be based upon skill, ability, experience and the work record of the employee concerned. All factors being equal, seniority shall govern.

ARTICLE 16

LOSS OF SENIORITY AND RIGHTS

- 16.01 **An** employee's seniority and **all** rights shall be cancelled and his name removed from all seniority lists for any of **the** following **reasons**:
- (a) When employment is terminated for any reason.
 - (b) If an employee is absent for three (3) consecutive working days without advising the Company and securing leave of absence.
 - (c) When an employee is on a lay-off status and fails to return or apply for leave of absence
 - (1) within seven (7) days after notification to return has been sent by Registered Mail addressed to the last address on record with the Company, or
 - (2) within three (3) days **after** personal contact has been made by a designated representative of the Company.
 - (d) When **an** employee has not been engaged in work for the Company and his absence **has** exceeded **a** period equal to his continuous service in full calendar months. The maximum of any absences shall be three (3) years regardless of continuous service with the Company **beyond** three (3) years, provided, however, that **an** employee laid off due to a reduction in the work force or because of physical disability shall **retain** his continuous service **with** the Company for the purpose of recall rights only,

ARTICLE 16 CONTINUED
LOSS OF SENIORITY AND RIGHTS

- 16.01 (d) Continued
but not for the purpose of adding to his accumulated continuous service, for an additional period equal to (a) one (1) year, or (b) his length of continuous service at the beginning of such absence in excess of three (3) years whichever is less.

ARTICLE 17

SENIORITY APPLIED TO LAY-OFFS

GENERAL

- 17.01 The Company and the Union agree to waive the seniority provisions of this Agreement where the lay-off is one of five (5) working days duration or less

LAY-OFF

- 17.02 A lay-off of employees shall be made on the basis of occupational seniority, provided however, that:
- (a) in the event that two (2) or more employees have the same effective seniority date for an occupation, the employee(s) having the greater length of continuous service with the Company shall be considered to have the greater amount of occupational seniority.
 - (b) notwithstanding the above provisions of this Article, a lay-off from the Utility occupation shall be made on the basis of continuous service with the Company.
- 17.03 Employees who are entitled to remain on the basis of occupational seniority or continuous service, as applicable, must be competent and willing to do the work which is available.

ARTICLE 17 CONTINUED
SENIORITY APPLIED TO LAY-OFFS

- 17.04 Employees ~~without~~ seniority in the occupation affected shall be the first to be laid off.
- 17.05 ~~Thereafter, employee(s) with the~~ least amount of occupational seniority shall ~~next~~ be laid off from the particular occupation(s) affected until the number of employees left working at the occupation is that required by the Company. This shall be done regardless of whether the employee(s) concerned is actually working at the occupation(s) affected or not.
- 17.06 Any employee thus removed ~~from~~ an occupation to which he is actually assigned at the time of lay-off may then claim the job in which he has established his most recent effective seniority date, provided, however, that if such occupation is that of the Utility occupation, the employee may not claim that job except as provided in Subsection 17.08 of ~~this Article~~ 17.
- 17.07 An employee unable to show ~~sufficient~~ seniority to claim an occupation, may continue to claim jobs as outlined above until all such jobs are exhausted. Should this occur, the Company may then if possible, place the employee on any job for which it may consider him competent.

ARTICLE 17 CONTINUED
SENIORITY APPLIED TO LAY-OFFS

17.08 Notwithstanding any other provision of this Agreement, any employee who has completed his probationary period and who would otherwise be laid off from the Company in accordance with the provisions of this Article, shall be offered one (1) opportunity to claim a job in the Utility occupation providing he has more continuous service with the Company than the employee with the least amount of continuous service who is working in that occupation, and provided he is competent and willing to do the work which is available.

- (a) It is understood that the Utility occupation is made up of the following job classifications and that work in those classifications shall be assigned to employees in the Utility occupation at the sole discretion of the Company:

Utility Servicehand

Utility Inspector

Utility Heat Treater

- (b) If, in the opinion of the Company, the said employee is not competent to perform the work assignment of the employee with the least amount of continuous service, the Company may assign him to another work assignment within the Utility occupation for which, in the opinion of the Company, he is qualified and provided further that he has more continuous service than the employee with the least amount of continuous service who is performing such work assignment.

ARTICLE 17 CONTINUED
SENIORITY PLIED TO LAY-OFFS

- 17.08 (b) Continued
- Using a minimum number of transfers, the remaining employees shall be transferred as necessary to perform the work assignments within that occupation. The employee with the least amount of continuous service shall be laid off from the Company provided, however, that employees who are entitled to remain on the basis of continuous service are competent, in the opinion of the Company, to do the work which is available.
- 17.09 When any new or modified classification(s) or assignment(s) within a classification(s) is established subsequent to the signing of this Agreement which, in the opinion of the Company is suitable for inclusion in the Utility occupation, the Company shall so include such classification(s) or assignment(s).

ARTICLE 17 CONTINUED

RECALL

- 17.10 Employees who have been laid off ~~from~~ an occupation or from the Company shall be recalled on the basis of occupational seniority, provided, however, that
- (a) an employee who has been laid off and who, at the time of such layoff, had acquired seniority in the Utility occupation, shall be recalled to that occupation on the basis of continuous service with the Company, and
 - (b) an employee who has been laid off from the Company and who, at the time of such layoff:
 - (1) did not have seniority in the Utility occupation, and
 - (2) did not refuse to accept that occupation, and
 - (3) was not, in the opinion of the Company, incompetent to perform any of the work assignments within the Utility occupation,shall be offered one (1) opportunity to claim recall to such occupation on the basis of continuous service with the Company. Such employee shall notify the Company of his intention relating to such opportunity within the time limits provided in Article 16.01 (c) of this Agreement, but if he does not accept such opportunity, the provisions of Subsection 16.01 (c) shall not apply.

ARTICLE 18
JOB POSTING AND BIDDING

- 18.01** The Company shall, before hiring any new applicants for employment, fill permanent vacancies in occupations other than the Utility occupation in the following order:
- (a) by the transfer of employees in lieu of lay-offs provided in Subsection 17.07 of this Agreement.
 - (b) by the transfer of applicants selected in accordance with the provisions of this Article.

- 18.02** Transfers under Subsection 18.01 (b) above shall be restricted to permanent vacancies for which an employment request has been approved by the Company, provided, however, that permanent vacancies in the following occupations shall not be subject to the provisions of this Article:
- (a) Occupations from which an employee(s) is currently laid off and to which he has recall rights as provided in Subsection 17.10 of this Agreement.
 - (b) Occupations in which a Permanent vacancy exists because of the transfer of an employee therefrom in accordance with the provisions of this Article.
 - (c) Notwithstanding any other provision in this Article, in order for an employee to be eligible for transfer to the occupations listed below, such employee must, at the time of application,

ARTICLE 18 CONTINUED
JOB POSTING AND BIDDING

- 18.02 (c) Continued
have acquired occupational seniority in one of the applicable pre-requisite occupation(s) designated hereunder and have been classified in such occupation within five (5) years prior to the date of his selection for transfer to the requested occupation:

<u>Occupation</u>	<u>Pre-requisite Occupation(s)</u>
Maintenance Mechanic Specialist	Maintenance Mechanic
Operator - Progressive Grinding	Grinder & Honer-Cups & Cones
Leadhand-Green Machining	Operator- Screw Machines
Leadhand - Tool Room	Tool, Die and Gauge Maker
Grinder Specialist	Tool, Die and Gauge Maker General Machine Operator
Electrician Specialist	Electrician
Leadhand - Packing, Shipping & Receiving	Shipper/Receiver
Product/Process Auditor	Process Inspector/Checker

- (d) When any new or modified classifications are established subsequent to the signing of this Agreement which, in the opinion of the Company, requires particular skills, experience

ARTICLE 18 CONTINUED
JOB POSTING AND BIDDING

- 18.02 (d) Continued
or academic training, the Company shall establish the pre-requisite
occupation(s) for such new or modified classifications.
- 18.03 The employee, to be eligible to bid under this Article, must:
- (a) have completed his probationary period, and
 - (b) not have accepted a transfer which was requested and offered under this
Article, within the preceding twelve-month (12) period, provided such
limitation shall not apply if the employee is laid off due to a reduction of the
work force from the occupation to which he was so transferred prior to
acquiring occupational seniority therein.
- 18.04 Notice of permanent vacancy shall be posted by the Company for a period of
seventy-two (72) hours commencing at 8:00 a.m., and excluding Saturdays, Sunday:
and Plant Holidays, as set forth in Article 24.02 of this Collective Agreement.
- 18.05 An employee shall make written application for transfer into the vacancy on a form
provided by the Company, and by filing such request with his Supervisor within the
seventy-two (72) hour posting period.

ARTICLE 18 CONTINUED
JOB POSTING AND BIDDING

18.06 The Company shall select the employee to be transferred into the vacancy from among those then active eligible applicants based upon the skill, ability, experience, work record, including the results of any aptitude or other tests of the applicants as may be administered by the Company. All factors being equal, continuous service with the Company shall govern. If, in the opinion of the Company, no applicant for transfer to a permanent vacancy has the necessary skill, ability, experience and work record, the Company may fill the vacancy at its discretion.

For the purpose of this section only, active applicants shall include employees who have been laid off from the Company due to physical disability, provided they are proven to the satisfaction of the Company to be physically able to perform the occupation available.

18.07 If any employee refuses an opportunity for transfer which is requested and offered under this Article, he shall not be eligible to make application for a transfer until a period of twelve (12) months has elapsed from the date of such refusal. All refusals of transfer must be in writing and signed by the employee so refusing.

ARTICLE 18 CONTINUED
JOB POSTING AND BIDDING

- 18.08 If an employee who is or has been transferred to an occupation in accordance with this Article fails, in the opinion of the Company, to perform satisfactorily the duties of the occupation to which he was so transferred within not more than forty-five (45) working days, the Company shall have the exclusive right to remove such employee and he may then claim the job in his former occupation provided he has more occupational seniority, or in the case of the Utility occupation, more continuous service with the Company than the employee he intends to replace.
- 18.09 The Company reserves the right to fill a permanent vacancy on a temporary basis, provided, however, that
- (a) the Company has not yet selected the employee to be transferred, or the employee selected by the Company for transfer is on vacation or on leave of absence at the time he would otherwise be transferred, or
 - (b) the Company may postpone for not more than three (3) months the transfer of the selected applicant(s) if, in the opinion of the Company, such transfer(s) will unreasonably restrict the operation of any department.

ARTICLE 19
RECORDS OF MEETINGS

19.01 If either party wishes, a stenographic or other record may be made of any meeting between the ~~Company~~ and the ~~Union~~, or of arbitration proceedings.

ARTICLE 20

INCENTIVE PRODUCTION STANDARDS

- 20.01 The present method of establishing production standards on the basis of fairness and equity consistent with the quality of workmanship, efficiency of operation and reasonable working capacities of normal operators shall be continued.
- 20.02 Permanent production standards shall be guaranteed for the duration of this Agreement unless:
- (a) The tools, jigs, fixtures, machines, machine feeds and speeds, product or method of operation are changed.
 - (b) Elements of work are added to, changed, or taken away from the operation.
 - (c) Quality requirements are raised or lowered from the original specifications.
 - (d) A genuine clerical error has been made in computing the standards.
- 20.03 In the event such changes are made, the job or operation shall be restudied. Such changes must be real and not be used as a method of increasing or reducing production standards. When product changes are made on an existing product of the Company, any adjustments to the incentive production standard(s) shall relate only to the elements of the incentive production standard(s) involved in the product change.

ARTICLE 20 CONTINUED
INCENTIVE PRODUCTION STANDARDS

- 20.04 In order that production standards be established as accurately and fairly as practical, the Union agrees that it is proper that:
- (a) Employees being studied shall give an honest effort when the study is being made.
 - (b) No deliberate attempt shall be made by the employee during the course of the study to obtain a loose standard, either by slow down, stretchout, or other means.
 - (c) Any employee resorting to any method of falsifying the time cycle shall be subject to disciplinary action.
- 20.05 The Company desires that the employees earn as much as they find possible, provided they:
- (a) Produce and maintain the same quality that was produced when the standard was established.
 - (b) Accomplish all the work necessary to the operation that was included in the standard at the time it was established.

ACCESS TO GRIEVANCE PROCEDURE

- 20.06 New or revised incentive standards shall become effective on the date of installation of the new or revised standards unless the Company establishes a trial period not to exceed six (6) months from

ARTICLE 20 CONTINUED
ACCESS TO GRIEVANCE PROCEDURE

20.06

Continued

the effective date of the new or revised incentive standards.

Incentive standards shall be subject to the Complaint Procedure of this Collective Agreement during a period of thirty (30) working days commencing on the first day of the production on the standard or in the case of a trial period on the first working day following termination of such trial period provided the standard remains in effect.

ARTICLE 21
UNION NOTICE BOARDS

21.01 The Company agrees to establish Notice Boards for the posting of official Union notices pertaining exclusively to the Union's affairs. All such notices must bear the signature of the President or Vice-president, or of a Committeeman accompanied with the signed approval of the President or Vice-president.

ARTICLE 22

GROUP INSURANCE AND PENSION PLANS

- 22.01 For the duration of this Agreement, the Company shall continue in force the benefits as provided in the existing Group Insurance and Pension Plans.
- 22.02 The Group Insurance and Pension Plans shall not be deemed to form a part of this Agreement.
- 22.03 No grievance shall be considered under the terms of this Article except a grievance to determine whether the Company is continuing in force the benefits as provided in the existing Group Insurance and Pension Plans.

ARTICLE 23

HOURS OF WORK AND OVERTIME

23.01 Provision of Work

The Company does not guarantee to provide work for any employee for regularly assigned hours or for **any** other hours.

23.02 Standard Work Periods

The Company agrees to use a normal **work** schedule of **five** (5) consecutive eight (8) hour days, Monday through Friday, for a total of forty (40) hours per week. It is understood that this provision shall not apply to departments or employees who are engaged in continuous operations or who are required to work different schedules because **of** production or operation requirements.

23.03 Lunch Period

Employees on continuous shift operations shall receive a lunch period of three-tenths (3/10) of one hour for which they **shall** be paid.

ARTICLE 23 CONTINUED

HOURS OF WORK AND OVERTIME

23.04 Overtime

- (a) Any hours worked over and above the standard work day or a standard work week, shall be considered as overtime and shall be paid for at the rate of time and one-half.
- (b) Overtime premium for workers covered under an incentive ~~or~~ bonus plan shall be calculated the same way as for day rate workers, i.e., as a premium on base rate.
- (c) Overtime is to be spread out as equally as is practicable throughout each department.

23.05 Unavailability of Work

- (a) **An** employee who is regularly ~~scheduled~~ or notified to report for work and has not received reasonable notice ~~not~~ to report for work, and having reported is prevented from working through conditions within the Company's control, shall be paid for a minimum of ~~three~~ (3) hours at his prevailing rate.
- (b) Any employee who reports for work and having commenced work, **is** prevented from working further through conditions within the Company's control shall be paid for one half of his scheduled hours of work, or the actual hours worked, whichever is the longer, at his prevailing rate.
- (c) Without limiting the generality of the phrase, the expression "conditions within the Company's control" as used in the two preceding paragraphs, shall not be construed to include work stoppages in connection with labour disputes, breakdown of any items of equipment, acts of God, or Governmental requirements.

ARTICLE 23 CONTINUED
HOURS OF WORK AND OVERTIME

23.06 Call-Back Time

Any employee who is called back to perform work after completing his regular shift, and after having left the plant, shall be paid for a minimum of three (3) hours at overtime rate

23.07 Shift Notices

A list of regular working hours for **all** departments shall be posted on the Company notice board. Reasonable notice shall be given the Union before any changes **are** made in the regular working hours.

ARTICLE 24
PLANT HOLIDAYS

24.01 For the purpose of computing overtime, when a Plant Holiday, or a one (1) day leave of absence granted in lieu of a Plant Holiday in accordance with the provisions of Subsection 30.04 of this Agreement, falling within a standard work week is observed, the total hours of the standard work week shall be reduced by the number of working hours affected by the Holiday or the one (1) day leave of absence.

24.02 For the purpose of this agreement, the following shall be recognized as Plant Holidays:

New Year's Day	Good Friday	Victoria Day
Canada Day	Civic Holiday	Labour Day
Thanksgiving Day	Christmas Day	Boxing Day

Two (2) days in the period December 22 to January 4, both dates-inclusive, to be designated by the Company. One (1) day in each calendar year to be designated by the Company.

24.03 If the Plant Holiday should fall on a Saturday, or Sunday, the Plant Holiday shall be observed on the preceding Friday or on the following Monday, as determined by the Company.

ARTICLE 24 CONTINUED

PLANT HOLIDAYS

- 24.04 If Canada Day should fall on a Tuesday, Wednesday, or Thursday, it shall be observed on the preceding Monday or on the following Friday, as determined by the **Company**.
- 24.05 Plant Holidays shall be recognized with pay, credited at straight time, provided the following conditions are met:
- (a) (1) the employee would have been regularly scheduled and able to work and by the observance of the Holiday his normal weekly earnings would be reduced, or
 - (2) the employee, by reason of his work schedule, would not have been regularly scheduled to work on such Plant Holiday but was regularly scheduled and did work on the working day immediately preceding or following the Plant Holiday and the Plant Holiday was observed Monday through Friday, or
 - (3) the employee is on his annual vacation.
- (b) The employee is not absent without leave on the working days immediately preceding and following the Holiday.
- (c) The employee, if assigned to work the Holiday, did not refuse without just cause, or if he accepted such Holiday work assignment did not fail to report without just cause.
- (d) The employee has been employed for a period of thirty (30) days.

ARTICLE 24 CONTINUED

PLANT HOLIDAYS

24.06 For any work performed on the above mentioned Plant Holidays, additional payment shall be made at time and one-half for actual hours worked.

ARTICLE 25

25.01 Attached hereto and forming a part of this Agreement is Schedule "A"; Job Classifications, Grades and Rates, which will be effective during the term of this Agreement.

- (a) The wage rates marked with an asterisk (*) shall be effective the beginning of the full pay period coinciding with the effective date of this Agreement. The wage rates marked with two asterisks (**) shall be effective 12:01 a.m., November 22, 1998. The wage rates marked with three asterisks (***) shall be effective 12:01 a.m., November 21, 1999.

- (b) In adjusting individual rates, an employee whose classification and grade pays a rate less than his present rate, shall continue at his present rate until the rate for his classification and grade is more than his present rate or until the job is placed on incentive, at which time he shall be paid the rate for his classification and grade.

ARTICLE 25 CONTINUED

WAGES

25.01 Continued

- (c) An employee shall be paid the wage grade shown for the job on which he is actually working provided however, that if, when there is work reasonably available for him in the occupation in which he is presently classified, an employee is temporarily assigned therefrom to a lower paid occupation, the employee shall:
- (1) continue to be paid the wage grade for the occupation in which he is presently classified, provided further that the employee shall
 - (2) be paid his straight time average earnings calculated from the two pay periods preceding such assignment if he is presently classified in an incentive occupation and is assigned to a non-incentive occupation.
- (d) Promotion from one grade to another shall be based on skill, ability, experience and work record of the employee concerned.
- (e) An employee not promoted by the end of the training period indicated in any grade shall be informed of the reasons for withholding promotion by his Supervisor. The training period is in months and is the figure printed below the rate of pay.

ARTICLE 25 CONTINUED

WAGES

25.01 Continued

- (f) Working days absent shall not be credited toward the training periods specified for each grade in this Schedule.
- (g) When a job is placed on incentive the bonus paid shall be applied on the wage grades for the job shown in this Schedule.
- (h) When it is necessary to introduce new classifications or modify existing classifications the Company shall classify the job and set wage grades in accordance with its current practice.

ARTICLE 25 CONTINUED

WAGES

- 25.02 A cost of living adjustment (COLA) of three dollars and **eight cents (\$3.08)** per hour shall be paid as a minimum COLA amount during the term of **this** Agreement.
- 25.03 The cost of living adjustment (COLA) of three dollars and eight cents (\$3.08) per hour being paid on the effective date of this Agreement shall be included in the calculation of Plant Holiday Pay and overtime premium, and shall be considered insurable earnings for the purpose of calculating benefits provided in accordance with the existing weekly indemnity plan.

ARTICLE 25 CONTINUED

WAGES

25.04 **A** cost of living adjustment (COLA) based on the Consumer Price Index for Canada (CPI) (Time base 1986 = 100) published by Statistics Canada shall be paid as described below:

- (a) The change in CPI from the base CPI level of January, 1998 shall be calculated using the CPI Indices of April, 1998; July, 1998; October, 1998; January, 1999; April, 1999; July, 1999; October, 1999; January, 2000; April, 2000 and July, 2000.

- (b) An amount of COLA equal to one cent (1¢) per hour worked shall be paid for:
 - (1) each 0.1276 amount by which the CPI indices of April, July, and October, 1998 and January, 1999 exceed the January, 1998 base level multiplied by one hundred and three percent (103%) to a maximum of ten cents (10¢).
 - (2) each 0.1276 amount by which the CPI indices of April, July, and October, 1999 and January, 2000 exceed the January, 1998 base level multiplied by one hundred and six percent (106%) to a maximum of ten cents (10¢).

ARTICLE 25 CONTINUED

WAGES

25.04 Continued

- (3) each 0.1276 amount by which the CPI indices of April and July, 2000 exceed the January, 1998 base level multiplied by one hundred and nine percent (109%) to a maximum of five cents (5¢).
- (c) The adjusted amount of COLA (if any) shall commence being paid the first full pay period in the second month following the month of the Index used for the calculation.
- (d) COLA shall only be paid for hours actually worked and except as provided in Article 25.03, above, shall not be used for purposes of calculating any overtime premium, wage payment or other benefit except as required by law and shall not affect the wage rates shown in Schedule "A" of this Agreement
- (e) The application of this allowance shall be contingent upon the availability of the official CPI from Statistics Canada in its present form and calculated on the same basis as the CPI is calculated on the date of this Agreement,

ARTICLE 25 CONTINUED

WAGES

25.05 An allowance of five hundred dollars (\$500.00) shall be paid to each permanent employee who is on the payroll as of the ratification date of this Agreement. Such allowance shall be paid to all active employees within two weeks following ratification of this Agreement. An employee who has been laid off because of physical disability shall receive such allowance together with his first regular pay following his return to work. It is understood that such allowance shall not be used in the calculation of any other wage payment, or other benefit except as required by law.

ARTICLE 26
SHIFT BONUS

26.01 For the purpose of determining shifts and the applying of shift premium, the following is provided

SHIFTS

- (a) **DAY SHIFT** When the majority of hours on an employee's assigned shift fall between 7:00 a.m. and 3:00 p.m., inclusive, he shall be considered as working on the day shift.
- (b) **AFTERNOON SHIFT:** When the majority of hours on an employee's assigned shift fall between 3:00 p.m. and 11:00 p.m., inclusive, he shall be considered as working on the afternoon shift.
- (c) **NIGHT SHIFT:** When the majority of hours on an employee's assigned shift fall between 11:00 p.m. and 7:00 a.m., inclusive, he shall be considered as working on the night shift.

26.02 (a) Employees scheduled to work on the afternoon shift shall be paid a shift bonus of thirty-one cents (~~31¢~~) per hour

ARTICLE 26 CONTINUED

SHIFT BONUS

- 26.02 Continued
- (b) Employees scheduled to work on the night shift shall be paid a shift bonus of thirty-four cents (34¢) per hour.
- 26.03 Employees performing work before and/or continuing work beyond their regular scheduled shift shall be paid their scheduled shift bonus
- 26.04 A shift bonus shall not be included with the basic rate when calculating overtime premium.

ARTICLE 27
SUNDAY BONUS

27.01 Employees scheduled to work on a Sunday shall be paid a Sunday bonus of five dollars (\$5.00) per hour for all straight time hours worked thereon. It is understood that this Sunday bonus amount shall not be included with the basic rate when calculating overtime premium.

ARTICLE 28
BEREAVEMENT PAY

- 28.01 **An** employee other than a probationary employee shall, upon making written application therefor, be granted a leave of absence with pay credited at straight time, up to a maximum of three (3) consecutive days including, the day on which the funeral is held, in the event of the death of the employee's spouse, child, parent, mother-in-law, father-in-law, brother, sister, grandparent or grandchild (including step-child, step-father, step-mother, step-brother, or step-sister when they have lived with the employee in an immediate family relationship).
- 28.02 This benefit is subject to the following:
- (a) The period of absence is necessary for the employee to make arrangements for and/or attend the funeral or memorial service.
 - (b) The employee would otherwise have been regularly scheduled and able to work such day(s) during the normal work week or would have been regularly scheduled and able to work except that it was a Plant Holiday(s) as provided in Subsection 24.02 of this Agreement.
- 28.03 An employee who is regularly scheduled to work on the night shift shall, if he so requests, be granted leave of absence for the night shift of the day of the funeral or memorial service or for the night shift next following. In no event shall leave of absence granted under this Subsection 28.03 exceed three (3) consecutive night shifts.

ARTICLE 28
BEREAVEMENT PAY

28.04 When the Company requests proof in connection with this Article, it shall be supplied by the employee concerned before payment for such leave of absence is made.

ARTICLE 29

JURY DUTY AND WITNESS PAY

29.01 **An** employee who is called for jury duty service or subpoenaed as a witness in a court of law on days on which the employee would otherwise be regularly scheduled and able to work, shall be paid for each such day an amount equal to the number of hours which the employee would have worked during his normal work schedule, multiplied by the straight time average earnings calculated from the two (2) pay periods preceding the employee's **jury** duty or witness service. No deduction shall be made from this amount for the payment received by the employee for such jury duty or witness service. The employee shall supply proof of jury duty or witness service before payment for such service is made.

ARTICLE 30
VACATIONS

- 30.01 Employees on the payroll at the beginning of the current vacation year shall be entitled to one (1) day's vacation for each full calendar month of continuous employment prior to the commencement of the current vacation year to a maximum of ten (10) working days or two (2) normal work weeks and vacation pay calculated at four per cent (4%) of wages during the current vacation year ending with the last pay period terminating on or prior to April 30th.
- 30.02 Employees engaged after April 1st of the current vacation year shall not be entitled to a vacation with pay during the current vacation year.

ARTICLE 30 CONTINUED

VACATIONS

30.03 Employees having completed five (5) or more years of continuous service as of the beginning of the current vacation year shall be entitled to the vacation weeks and pay as set forth in the following schedule:

<u>Length of continuous Service</u>	<u>Normal Work Weeks of Vacation</u>	<u>Vacation Pay*</u>
5 years but less than 8 years	3	6%
8 years but less than 12 years	3	7%
12 years but less than 16 years	4	8%
16 years but less than 22 years	4	9%
22 years but less than 30 years	5	10%
30 years or more	5	12%

* Vacation pay shall be calculated at the percent (%) (indicated above) of wages during the vacation year terminating on or prior to April 30.

ARTICLE 30 CONTINUED

VACATIONS

- 30.04 When a Plant Holiday falls within a standard work week during which an employee is on vacation and the Plant Holiday is observed Monday through Friday, the employee shall, if he so requests, be granted leave of absence for one (1) **working** day in lieu of the said Plant Holiday. **This** one (1) day leave of absence shall be granted for the scheduled working day immediately preceding or for the scheduled working day immediately following the vacation period, **as** is approved by the employee's Supervisor.
- 30.05 Employees terminating employment **with** the Company shall receive payment for unused vacation credits earned to the **date** of separation in accordance with the above.
- 30.06 The Company reserves the right to **spread** vacations over the **vacation year** and/or to close the plant, retaining at such time, however, those employees whose services may be required. Such employees **as** may be retained in such event shall be permitted to **take** their vacations at **another** time. For the purpose of this Agreement, the vacation year shall commence on **the** first day of the calendar week coinciding with or next following May 1 and shall terminate **on** the last day of the calendar week coinciding with or next following April 30 in the following year.

ARTICLE 30 CONTINUED

VACATIONS

- 30.07** An employee may observe his vacation in periods of not less than one (1) day provided he:
- (a) is eligible for three (3) or more weeks of vacation during the vacation year, and
 - (b) so requests at least fourteen (14) calendar days, but not more than forty-five (45) calendar days, prior to the proposed vacation date(s), and
 - (c) has received the prior approval of his Supervisor.
- The total number of vacation days so requested shall not exceed five (5) in any vacation year. The employee shall observe the remainder of his vacation entitlement in periods of normal work weeks.
- 30.08** For the purpose of computing overtime, when a one (1) day vacation period is observed in accordance with the provisions of Subsection 30.07 above, the total hours of the standard work week shall be reduced by the number of hours affected by the one (1) day vacation period.
- 30.09** Preference of time when employees wish to take their vacations will be given consideration based upon continuous service, but the Company shall have the final decision.



ARTICLE 31
TERMINATION

- 31.01 This Agreement shall become effective at 12:01 a.m. on the beginning of the pay period following the receipt, by the Company and the Union, of the consent of the Ontario Labour Relations Board to terminate the Collective Agreement between the parties dated the 22nd day of June in the year 1994 and shall remain in effect until 12:01 a.m. on November 19, 2000 and shall continue thereafter from year to year unless either party gives notice in writing of its intention to terminate the Agreement or to enter into negotiations for the purpose of amending the Agreement; such notice to be given within a period of not less than thirty (30) calendar days and not more than ninety (90) calendar days prior to any date of termination
- 31.02 If notice of intention to amend is given by either party in writing pursuant to the provisions of the preceding paragraph, such negotiations shall commence not later than twenty (20) calendar days after such written notice, and if such negotiations do not result in agreement prior to the termination date of this Agreement or termination date of any extension thereof, then this Agreement shall terminate on the termination date of this Agreement, subject always to the right of the parties to extend further the period of negotiation by agreement.

Dated at the City of St. Thomas, in the County of Elgin, Province of Ontario, this 27th day of September in the year 1997.

Signed for the Company by:

"W. Riecker"

"J. G. Blunt"

Signed for the Union by:

"Nick J. Saris"

"M. A. Hutchin"

"Paul Martin"

"R. Murisson"

"Bill Hunter"

"Lyle Bowes"

"J. Rose"

"Stephen R. Banks"

SCHEDULE "A"
JOE CLASSIFICATIONS, GRADES AND RATES

Classification	Inc	Normal Months To Learn Job	Grade			Learner Grade			
			A	B	C	A	B	C	
Metallurgical Auditor	36	Ⓢ	12,190	12,030	11,830	11,725	11,630	11,540	
			*	12,625	12,365	12,165	12,060	11,965	11,875
			**	12,860	12,700	12,600	12,395	12,300	12,210
			***	13,105	13,055	12,835	12,730	12,635	12,545
					12	6	6	6	6
Metallurgical Checker	18	Ⓢ	11,445	11,290	11,195	11,105			
			*	11,735	11,560	11,465	11,365		
			**	12,025	11,870	11,775	11,665		
			***	12,315	12,160	12,065	11,975		
					12	3	3		
Tool Inspector	60	Ⓢ	14,610	14,360	14,250				
			*	14,905	14,755	14,645			
			**	15,300	15,150	15,040			
			***	15,695	15,645	15,435			
					12	12			
Tool Checker	30	Ⓢ	11,835	11,760	11,665	11,580	11,485		
			*	12,255	12,100	12,005	11,920	11,805	
			**	12,675	12,420	12,325	12,220	12,125	
			***	12,895	12,740	12,645	12,540	12,445	
					9	9	9	3	
Tooling Coordinator	42	Ⓢ	12,430	12,175					
			*	12,760	12,525				
			**	13,130	12,875				
			***	13,480	13,225				
					12				
Tool Inspector Apprentice	6000 hrs.	Ⓢ	13,705	13,250	13,050	12,690			
			*	14,130	13,675	13,475	13,115		
			**	14,555	14,100	13,820	13,540		
			***	14,980	14,525	14,325	13,985		
				2000 hrs	2000 hrs	2000 hrs	2000 hrs		

Ⓢ Effective November 26, 1996
 * Effective as per Article 25.01 (a)
 ** Effective November 22, 1998
 *** Effective November 21, 1999

SCHEDULE "A"
JOB CLASSIFICATIONS GRADES AND RATES

Classification	Inc	Normal Months To Learn Job	Grade			Learner Grade		
			A	B	C	A	B	C
Maintenance Mechanic	64	ⓐ	15,085	14,830	14,620	13,655	13,250	13,050
			15,510	15,255	15,045	14,080	13,675	13,475
			15,935	15,680	15,470	14,505	14,100	13,900
			*** 16,360	16,105	15,895	14,930	14,525	14,325
			12	8	18	12	6	
Maintenance Mechanic - Apprentice	6000 hrs.	ⓐ	13,705	13,250	13,050	12,690		
			* 14,130	13,675	13,475	13,115		
			** 14,555	14,100	13,900	13,540		
			*** 14,980	14,525	14,325	13,965		
			2000 hrs	2000 hrs	2000 hrs	2000 hrs		
Maintenance Mechanic Specialist	66	ⓐ	15,665	15,600				
			16,120	15,655				
			16,575	16,410				
			*** 17,030	16,665				
			12					
Operator - Progressive Grinding	Inc. 24	?	12,190	11,625				
			* 12,625	12,200				
			** 12,800	12,505				
			*** 13,166	12,630				
			12					
Green Product Processor	Inc. 6	ⓐ	11,445	11,280	11,105			
			11,735	11,580	11,395			
			12,025	11,870	11,685			
			** 12,315	12,180	11,975			
			3	3				
Leadhand - Green Machining	Inc. 24	ⓐ	12,450	12,175				
			* 12,780	12,525				
			** 13,150	12,875				
			*** 13,480	13,225				
			12					

ⓐ Effective November 26, 1996
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SCHEDULE 'A'
JOE CLASSIFICATIONS, GRADES AND RATES

Classification	Inc	Normal Months To Learn Job	Grade			Learner Grade		
			A	B	C	A	B	C
Operator - Screw Machines	Inc.	6	@ 11,445	11,250	11,105			
			* 11,735	11,580	11,395			
			** 12,025	11,870	11,685			
			*** 12,315	12,160	11,975			
					3	3		
Leadhand - Tool Room	7 1/2	?	15,950	15,790				
			16,420	16,260				
			16,890	16,730				
			17,360	17,200				
					6			
Tool Hardener	30		@ 12,180	12,030	11,830	11,725	11,830	11,540
			* 12,525	12,355	12,165	12,060	11,965	11,875
			** 12,860	12,700	12,600	12,395	12,300	12,210
			*** 13,195	13,025	12,635	12,750	12,655	12,645
					12	6	6	
					6	3	3	
General Machine Operator	A2		@ 13,160	13,025	12,800	12,800	12,485	12,400
			* 13,525	13,370	13,185	12,865	12,800	12,705
			** 13,890	13,735	13,530	13,330	13,225	13,130
			*** 14,255	14,100	13,895	13,695	13,600	13,495
					12	12	3	
					12	3	3	
Grinder Specialist	6 1/2		@ 14,795	14,645	14,545			
			* 15,205	15,055	14,855			
			** 15,615	15,465	15,365			
			*** 16,025	15,875	15,775			
					12	12		
Tool, Die and Gauge Maker	7 1/2		@ 15,375	15,115	15,015			
			* 15,615	15,555	15,455			
			** 16,285	16,095	16,005			
			*** 16,605	16,435	16,335			
					12	12		

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 ** Effective November 22, 1998
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SCHEDULE "A"
JOB CLASSIFICATIONS GRADES AND RATES

Classification	Inc.	Normal Months To Learn Job	Grade			Learner Grade		
			A	B	C	A	B	C
Tool Maker Apprentice		8000 hrs.	@ 13.705	13.250	13.050	12.690		
			* 14.130	13.675	13.475	13.115		
			** 14.555	14.100	13.900	13.540		
			*** 14.980	14.525	14.325	13.965		
				2000 hrs	2000 hrs	2000 hrs	2000 hrs	
Green Machining Operator	Inc. 6		@ 11.195	11.040	10.950	10.855		
			* 11.470	11.315	11.225	11.130		
			** 11.745	11.590	11.500	11.405		
			*** 12.020	11.865	11.775	11.680		
Drop Harden, Temper & Wheelabrator Operator	Inc. 3		@ 10.955	10.720				
			* 11.215	10.980				
			** 11.475	11.240				
			*** 11.735	11.500				
Furnace Operator: Rotary Hearth	Inc. 3		@ 10.955	10.720				
			* 11.215	10.980				
			** 11.475	11.240				
			*** 11.735	11.500				
Furnace Operator: Carburizing	Inc. 3		@ 10.955	10.720				
			* 11.215	10.980				
			** 11.475	11.240				
			*** 11.735	11.500				
Leadhand Assembled Cones	Inc. 18		@ 11.445	11.290	11.195			
			* 11.735	11.580	11.485			
			** 12.025	11.870	11.775			
			*** 12.315	12.160	12.065			

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SCHEDULE "A"
JOB CLASSIFICATIONS, GRADES AND RATES

Classification	Inc	Normal Months To Learn Job	Grade			Learner Grad8			
			A	B	C	A	B	C	
Helper Assembled Cones	Inc.	6	@	10.955	10.815	10.720			
			*	11.215	11.075	10.980			
			**	11.475	11.335	11.240			
			***	11.735	11.595	11.500			
					3	3			
Product Finisher	Inc.	3	@	10.955	10.815	10.720			
			*	11.215	11.075	10.980			
			**	11.475	11.335	11.240			
			***	11.735	11.595	11.500			
					3				
Grinder Helper	Inc.	3	@	10.625	10.430				
			*	10.775	10.680				
			**	11.025	10.930				
			***	11.275	11.180				
					3				
Grinder-Faces 6 O.D. Cup	Inc.	6	@	11.445	11.280	11.195	11.105		
			*	11.735	11.580	11.485	11.395		
			**	12.025	11.870	11.775	11.685		
			***	12.315	12.160	12.065	11.975		
					3	3			
Fork Truck Operator	Inc.	6	@	10.955	10.815	10.720			
			*	11.215	11.075	10.980			
			**	11.475	11.335	11.240			
			***	11.735	11.595	11.500			
					3	3			
Assembled Cone Salvage Operator	Inc.	3	@	10.525	10.430				
			*	10.775	10.680				
			**	11.025	10.930				
			***	11.275	11.180				
					3				

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SCHEDULE "A"
JOB CLASSIFICATIONS GRADES AND RATES

Classification	Inc.	Normal Months To Learn Job	Grade			Learner Grant		
			A	B	C	A	B	C
Process Inspector/Checker	18		@ 11,195	11,040	10,650	10,855		
			* 11,475	11,315	11,225	11,130		
			** 11,745	11,590	11,500	11,405		
			*** 12,020	11,865	11,775	11,680		
				12	6			
Product/Process Auditor	30		@ 11,835	11,780				
			* 12,255	12,100				
			** 12,575	12,420				
			*** 12,895	12,740				
				6				
Grinder & Honor. Cups & Cones	Inc. 6		@ 11,445	11,280	11,195	11,105		
			* 11,735	11,580	11,485	11,395		
			** 12,025	11,870	11,775	11,685		
			*** 12,315	12,160	12,065	11,975		
				3	3			
Electrician	80		@ 15,085	14,930	14,830	13,855	13,250	13,050
			* 15,610	15,355	15,255	14,080	13,675	13,475
			** 15,835	15,700	15,680	14,505	14,100	13,900
			*** 16,300	16,205	16,105	14,000	14,525	14,325
			12	12	18	12	0	
Millwright-Welder	54		@ 14,765	14,645	14,845	13,480	13,075	12,875
			* 15,205	15,055	14,955	13,890	13,485	13,285
			** 15,815	15,465	15,365	14,300	13,895	13,695
			*** 16,025	15,875	15,775	14,710	14,305	14,105
			12	6	18	12	6	
Pipefitter	48		@ 14,510	14,380	14,250	13,305	12,800	12,700
			* 14,605	14,755	14,645	13,700	13,285	13,085
			** 15,300	15,150	15,040	14,095	13,680	13,480
			*** 15,095	15,545	15,435	14,490	14,085	13,885
			6	6	18	12	6	

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SCHEDULE "A"
JOB CLASSIFICATIONS, GRADES AND RATES

Classification	Normal Months To Learn Job	Grade			Learner Grade		
		A	B	C	A	B	C
Electrician/Apprentice	8000 hrs.	13,705	13,250	12,800	12,800	12,350	11,900
		14,100	13,675	13,275	13,115	12,640	12,115
		14,500	14,100	13,600	13,540	13,000	12,540
		14,900	14,525	14,125	13,985	13,500	13,025
	2000 hrs	15,300	14,900	14,500	14,325	13,850	13,375
	2000 hrs	15,700	15,300	14,900	14,725	14,250	13,775
	2000 hrs	16,100	15,700	15,300	15,125	14,650	14,175
	2000 hrs	16,500	16,100	15,700	15,540	15,065	14,590
	2000 hrs	16,900	16,500	16,100	15,960	15,485	15,010
	2000 hrs	17,300	16,900	16,500	16,380	15,905	15,430
	2000 hrs	17,700	17,300	16,900	16,800	16,325	15,850
	2000 hrs	18,100	17,700	17,300	17,225	16,750	16,275
	2000 hrs	18,500	18,100	17,700	17,650	17,175	16,700
	2000 hrs	18,900	18,500	18,100	18,075	17,600	17,125
	2000 hrs	19,300	18,900	18,500	18,500	18,025	17,550
	2000 hrs	19,700	19,300	18,900	18,925	18,450	17,975
	2000 hrs	20,100	19,700	19,300	19,350	18,875	18,400
	2000 hrs	20,500	20,100	19,700	19,775	19,300	18,825
	2000 hrs	20,900	20,500	20,100	20,200	19,725	19,250
	2000 hrs	21,300	20,900	20,500	20,625	20,150	19,675
	2000 hrs	21,700	21,300	20,900	21,050	20,575	20,100
	2000 hrs	22,100	21,700	21,300	21,475	21,000	20,525
	2000 hrs	22,500	22,100	21,700	21,900	21,425	20,950
	2000 hrs	22,900	22,500	22,100	22,325	21,850	21,375
	2000 hrs	23,300	22,900	22,500	22,750	22,275	21,800
	2000 hrs	23,700	23,300	22,900	23,175	22,700	22,225
	2000 hrs	24,100	23,700	23,300	23,600	23,125	22,650
	2000 hrs	24,500	24,100	23,700	24,025	23,550	23,075
	2000 hrs	24,900	24,500	24,100	24,450	23,975	23,500
	2000 hrs	25,300	24,900	24,500	24,875	24,400	23,925
	2000 hrs	25,700	25,300	24,900	25,300	24,825	24,350
	2000 hrs	26,100	25,700	25,300	25,725	25,250	24,775
	2000 hrs	26,500	26,100	25,700	26,150	25,675	25,200
	2000 hrs	26,900	26,500	26,100	26,575	26,100	25,625
	2000 hrs	27,300	26,900	26,500	27,000	26,525	26,050
	2000 hrs	27,700	27,300	26,900	27,425	26,950	26,475
	2000 hrs	28,100	27,700	27,300	27,850	27,375	26,900
	2000 hrs	28,500	28,100	27,700	28,275	27,800	27,325
	2000 hrs	28,900	28,500	28,100	28,700	28,225	27,750
	2000 hrs	29,300	28,900	28,500	29,125	28,650	28,175
	2000 hrs	29,700	29,300	28,900	29,550	29,075	28,600
	2000 hrs	30,100	29,700	29,300	29,975	29,500	29,025
	2000 hrs	30,500	30,100	29,700	30,400	29,925	29,450
	2000 hrs	30,900	30,500	30,100	30,825	30,350	29,875
	2000 hrs	31,300	30,900	30,500	31,250	30,775	30,300
	2000 hrs	31,700	31,300	30,900	31,675	31,200	30,725
	2000 hrs	32,100	31,700	31,300	32,100	31,625	31,150
	2000 hrs	32,500	32,100	31,700	32,525	32,050	31,575
	2000 hrs	32,900	32,500	32,100	32,950	32,475	32,000
	2000 hrs	33,300	32,900	32,500	33,375	32,900	32,425
	2000 hrs	33,700	33,300	32,900	33,800	33,325	32,850
	2000 hrs	34,100	33,700	33,300	34,225	33,750	33,275
	2000 hrs	34,500	34,100	33,700	34,650	34,175	33,700
	2000 hrs	34,900	34,500	34,100	35,075	34,600	34,125
	2000 hrs	35,300	34,900	34,500	35,500	35,025	34,550
	2000 hrs	35,700	35,300	34,900	35,925	35,450	34,975
	2000 hrs	36,100	35,700	35,300	36,350	35,875	35,400
	2000 hrs	36,500	36,100	35,700	36,775	36,300	35,825
	2000 hrs	36,900	36,500	36,100	37,200	36,725	36,250
	2000 hrs	37,300	36,900	36,500	37,625	37,150	36,675
	2000 hrs	37,700	37,300	36,900	38,050	37,575	37,100
	2000 hrs	38,100	37,700	37,300	38,475	38,000	37,525
	2000 hrs	38,500	38,100	37,700	38,900	38,425	37,950
	2000 hrs	38,900	38,500	38,100	39,325	38,850	38,375
	2000 hrs	39,300	38,900	38,500	39,750	39,275	38,800
	2000 hrs	39,700	39,300	38,900	40,175	39,700	39,225
	2000 hrs	40,100	39,700	39,300	40,600	40,125	39,650
	2000 hrs	40,500	40,100	39,700	41,025	40,550	40,075
	2000 hrs	40,900	40,500	40,100	41,450	40,975	40,500
	2000 hrs	41,300	40,900	40,500	41,875	41,400	40,925
	2000 hrs	41,700	41,300	40,900	42,300	41,825	41,350
	2000 hrs	42,100	41,700	41,300	42,725	42,250	41,775
	2000 hrs	42,500	42,100	41,700	43,150	42,675	42,200
	2000 hrs	42,900	42,500	42,100	43,575	43,100	42,625
	2000 hrs	43,300	42,900	42,500	44,000	43,525	43,050
	2000 hrs	43,700	43,300	42,900	44,425	43,950	43,475
	2000 hrs	44,100	43,700	43,300	44,850	44,375	43,900
	2000 hrs	44,500	44,100	43,700	45,275	44,800	44,325
	2000 hrs	44,900	44,500	44,100	45,700	45,225	44,750
	2000 hrs	45,300	44,900	44,500	46,125	45,650	45,175
	2000 hrs	45,700	45,300	44,900	46,550	46,075	45,600
	2000 hrs	46,100	45,700	45,300	46,975	46,500	46,025
	2000 hrs	46,500	46,100	45,700	47,400	46,925	46,450
	2000 hrs	46,900	46,500	46,100	47,825	47,350	46,875
	2000 hrs	47,300	46,900	46,500	48,250	47,775	47,300
	2000 hrs	47,700	47,300	46,900	48,675	48,200	47,725
	2000 hrs	48,100	47,700	47,300	49,100	48,625	48,150
	2000 hrs	48,500	48,100	47,700	49,525	49,050	48,575
	2000 hrs	48,900	48,500	48,100	49,950	49,475	49,000
	2000 hrs	49,300	48,900	48,500	50,375	49,900	49,425
	2000 hrs	49,700	49,300	48,900	50,800	50,325	49,850
	2000 hrs	50,100	49,700	49,300	51,225	50,750	50,275
	2000 hrs	50,500	50,100	49,700	51,650	51,175	50,700
	2000 hrs	50,900	50,500	50,100	52,075	51,600	51,125
	2000 hrs	51,300	50,900	50,500	52,500	52,025	51,550
	2000 hrs	51,700	51,300	50,900	52,925	52,450	51,975
	2000 hrs	52,100	51,700	51,300	53,350	52,875	52,400
	2000 hrs	52,500	52,100	51,700	53,775	53,300	52,825
	2000 hrs	52,900	52,500	52,100	54,200	53,725	53,250
	2000 hrs	53,300	52,900	52,500	54,625	54,150	53,675
	2000 hrs	53,700	53,300	52,900	55,050	54,575	54,100
	2000 hrs	54,100	53,700	53,300	55,475	55,000	54,525
	2000 hrs	54,500	54,100	53,700	55,900	55,425	54,950
	2000 hrs	54,900	54,500	54,100	56,325	55,850	55,375
	2000 hrs	55,300	54,900	54,500	56,750	56,275	55,800
	2000 hrs	55,700	55,300	54,900	57,175	56,700	56,225
	2000 hrs	56,100	55,700	55,300	57,600	57,125	56,650
	2000 hrs	56,500	56,100	55,700	58,025	57,550	57,075
	2000 hrs	56,900	56,500	56,100	58,450	57,975	57,500
	2000 hrs	57,300	56,900	56,500	58,875	58,400	57,925
	2000 hrs	57,700	57,300	56,900	59,300	58,825	58,350
	2000 hrs	58,100	57,700	57,300	59,725	59,250	58,775
	2000 hrs	58,500	58,100	57,700	60,150	59,675	59,200
	2000 hrs	58,900	58,500	58,100	60,575	60,100	59,625
	2000 hrs	59,300	58,900	58,500	61,000	60,525	60,050
	2000 hrs	59,700	59,300	58,900	61,425	60,950	60,475
	2000 hrs	60,100	59,700	59,300	61,850	61,375	60,900
	2000 hrs	60,500	60,100	59,700	62,275	61,800	61,325
	2000 hrs	60,900	60,500	60,100	62,700	62,225	61,750
	2000 hrs	61,300	60,900	60,500	63,125	62,650	62,175
	2000 hrs	61,700	61,300	60,900	63,550	63,075	62,600
	2000 hrs	62,100	61,700	61,300	63,975	63,500	63,025
	2000 hrs	62,500	62,100	61,700	64,400	63,925	63,450
	2000 hrs	62,900	62,500	62,100	64,825	64,350	63,875
	2000 hrs	63,300	62,900	62,500	65,250	64,775	64,300
	2000 hrs	63,700	63,300	62,900	65,675	65,200	64,725
	2000 hrs	64,100	63,700	63,300	66,100	65,625	65,150
	2000 hrs	64,500	64,100	63,700	66,525	66,050	65,575
	2000 hrs	64,900					

SCHEDULE "A"
 JOE CLASSIFICATIONS, GRADES AND RATES

Classification	Inc	Normal Months To Learn Job	Grade			Learner Grade			
			A	B	C	A	B	C	
Storekeeper (Tublog)		6	@	11,195	11,050	10,880			
			*	11,470	11,325	11,235			
			**	11,745	11,600	11,510			
			***	12,020	11,875	11,785			
					3	3			
Oiler		6	@	11,195	11,050	10,880			
			*	11,470	11,325	11,235			
			**	11,745	11,600	11,510			
			***	12,020	11,875	11,785			
					3	3			
Tool Sharpener & Insolt Grinder	Inc	6	@	11,105	11,050	10,880			
			*	11,470	11,325	11,235			
			**	11,745	11,600	11,510			
			***	12,020	11,875	11,785			
					3	3			
Auxiliary Servicehand		24	@	11,685	11,540	11,435	11,340		
			*	11,960	11,845	11,740	11,645		
			**	12,235	12,150	12,045	11,950		
			***	12,600	12,455	12,350	12,255		
					8	9	6		
Stores & Crib Attendant		12	@	11,195	11,050	10,880			
			*	11,470	11,325	11,235			
			**	11,745	11,600	11,510			
			***	12,020	11,875	11,785			
					9	3			
Leadhand, Packing, Shipping & Receiving	Inc.	12	@	11,685	11,435				
			*	11,690	11,740				
			**	12,295	12,045				
			***	12,000	12,350				
					6				

@ Effective November 28, 1996
 * Effective as per Article 25.01 (a)
 ** Effective November 22, 1998
 *** Effective November 21, 1999

I SCHEDULE "A"
JOB CLASSIFICATIONS, GRADES AND RATES

Classification	Inc	Normal Months To Learn Job	Grade			Learner Grade			
			A	B	C	A	B	C	
Shipper/Receiver	Inc	6	@	10,955	10,815	10,720			
			*	11,215	11,075	10,980			
			**	11,475	11,335	11,240			
			***	11,735	11,595	11,500			
						3	3		
Utility Occupation									
Utility Heat Treater		3	@	10,955	10,720				
			*	11,215	10,980				
			**	11,475	11,240				
			***	11,735	11,500				
						3			
Utility Servicehand		3	@	10,525	10,430				
			*	10,775	10,680				
			**	11,025	10,930				
			***	11,275	11,180				
						3			
Utility Inspector		3	@	10,000	9,870				
			*	10,250	10,120				
			**	10,500	10,370				
			***	10,750	10,620				
						3			

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 ** Effective November 22, 1998
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