

2005

COLLECTIVE AGREEMENT

BETWEEN

TIMKEN CANADA LP

AND

**UNITED STEEL, PAPER AND FORESTRY,
RUBBER, MANUFACTURING,
ENERGY, ALLIED INDUSTRIAL
AND SERVICE WORKERS
INTERNATIONAL UNION
(UNITED STEELWORKERS)**

AND

LOCAL UNION No. 4906

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COLLECTIVE AGREEMENT

BETWEEN

TIMKEN CANADA LP

AND

UNITED STEEL, PAPER AND FORESTRY,
RUBBER, MANUFACTURING,
ENERGY, ALLIED INDUSTRIAL
AND SERVICE WORKERS
INTERNATIONAL UNION
(UNITED STEELWORKERS)

AND

LOCAL UNION NO. 4906

March 31, 2006

COLLECTIVE AGREEMENT

BETWEEN TIMKEN CANADA LP

of the City of St. Thomas, Ontario,

hereinafter called "the Company"

OF THE FIRST PART

AND UNITED STEEL, PAPER AND FORESTRY,
RUBBER, MANUFACTURING,
ENERGY, ALLIED INDUSTRIAL
AND SERVICE WORKERS
INTERNATIONAL UNION
(UNITED STEELWORKERS)
and LOCAL 4906

hereinafter collectively called

"the Union"

OF THE SECOND PART

WHEREAS a majority of the employees of Timken Canada LP 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:

March 31, 2006

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.

ARTICLE 5
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.
- 5.06 For the purposes of the administration of the Local Union, the Company shall remit once every six (6) months to the person designated by the Local Union an amount equal to fifty-four (54) times the effective median Grade A wage rate set forth in Schedule "A" of this Agreement.

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, 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 including, where applicable, initiation fees and assessments, on a biweekly basis, from the wages of each employee covered by this Agreement. The amount of dues shall be calculated in accordance with the Union's Constitution.

ARTICLE 6 CONTINUED
DEDUCTION OF UNION DUES

- 6.05 All dues, initiation fees and assessments shall be remitted to the Union forthwith and in any event no later than fifteen (15) days following the last day of the month in which the remittance was deducted. The remittance shall be sent to the International Secretary-Treasurer of the United Steelworkers, AFL-CIO-CLC, P.O. **Box** 13083, Postal Station ‘**A**’, Toronto, Ontario M5W 1V7 in such form as shall be directed by the Union to the Company along with a completed Dues Remittance Form R-115. A copy of the Dues Remittance Form R-115 will also be sent to the Union office designated by the Area Coordinator.
- 6.06 The remittance and Form R-115 shall be accompanied by a statement containing the following information:
- a) A list of the names of all employees from whom dues were deducted and the amount of the dues deducted.
 - b) A list of the names of all employees from whom no deductions have been made and reasons.
 - c) This information shall be sent to both Union addresses identified in Article 6.05 in such form as shall be directed by the Union to the Company.
- 6.07 The Union shall indemnify and save the Company harmless against all claims or other forms of liability that may arise out of any action taken by the Company in compliance with this Article.

DEDUCTION OF UNION DUES

- 6.08 The Company will enter the amount of Union dues paid by the employee during the previous year when preparing T-4 slips.
- 6.09 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.
- 6.10 On a quarterly basis the Company shall notify the person designated by the Union of any revisions respecting the names and addresses of employees.

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 Any employee who is required by the Company to attend an arbitration hearing as a material witness shall be paid, for the time so spent, 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 attendance.
- 8.15 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.
- 8.16 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, including a probationary 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 and shall not be penalized or subject to disciplinary action for his refusal of such work assignment.
- 12.06 A Workplace Safety and Insurance Board (W.S.I.B.) 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 once every month to discuss matters regarding the early and safe return to appropriate work of employees with work-related disabilities. 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 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 (1 1.5) 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 or, if applicable, from the first day on which his name was posted, pursuant to the provisions of Article 18.07, as the successful bidder for that occupation, whichever first occurs. 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 programme and shall be transferred to the seniority list for the corresponding tradesman's classification.
- 15.05 An employee transferred to a position, which is not subject to the provisions of this Agreement, shall retain his accumulated seniority in the bargaining unit to a maximum of one (1) year. If he is transferred back to the bargaining unit within this time limit, 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 absence shall be three (3) years regardless of continuous service with the Company beyond three (3) years. This provision shall not apply to any employee laid off because of disability as defined in the Ontario Human Rights Code.

ARTICLE 17

SENIORITY APPLIED TO LAY-OFFS

LAY-OFF

- 17.01 A lay-off of employees shall be made on the basis of occupational seniority, provided however, that:
- (a) the lay-off is one exceeding five (5) working days duration.
 - (b) 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.
 - (c) 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.
- 17.02 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

- 17.03 Employees without seniority in the occupation affected shall be the first to be laid off.
- 17.04 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.
- 17.05 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 17.07 of this Article 17.
- 17.06 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 the employee competent. If there is more than one such employee, the Company **will** make that determination beginning with the most senior employee.

ARTICLE 17 CONTINUED
SENIORITY APPLIED TO LAY-OFFS

17.07 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 APPLIED TO LAY-OFFS

17.07 (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.

17.08 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

17.09 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-off as provided in Subsection 17.06 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 17.09 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>
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
Leadhand - Packing, Shipping & Receiving	Shipper/Receiver
Tooling Coordinator	Tool Checker, Tool Inspector, Tool Die and Gauge Maker, Leadhand - Toolroom, Grinder Specialist, General Machine Operator
Product/Process Auditor	Process/Metallurgical Checker
Metallurgical Auditor	Process/Metallurgical 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, Sundays 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 beginning with the most senior bidder on the basis of his demonstrated apparent ability to perform the work. The demonstrated apparent ability of the applicants, will be determined based upon skill, experience, work record, including the results of any aptitude or other tests of the applicants as may be administered by the Company. If, in the opinion of the Company, no applicant for transfer to a permanent vacancy has the demonstrated apparent ability to perform the work, 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 The Company shall post the name of the selected bidder within twenty (20) regular working days immediately following the expiration of the notice of the permanent vacancy.

18.08 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

- 18.09 If an employee who is or has been transferred to an occupation in accordance with this Article fails, by either his or the Company's determination, 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 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.
- 18.10 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 two (2) 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, stretch out, 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.

INCENTIVE PLAN MEETINGS

20.07 If requested by the Union, the Company shall meet up to four times in each year, once in each quarter, of this agreement with up to two members of the Local Union to discuss matters pertaining to incentive and bonus plan issues. The Union will submit agenda items for discussion at least two weeks prior to the meeting date.

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 Scheduling Procedure for Specified Situations

For the purposes of scheduling work under the provisions of Articles 23.06, 24.06 and 27.01, the Company shall, beginning with the employee on the shift having the most continuous service with the Company, offer such work in descending order of service to those actively working in the occupation who, in the opinion of the Company are competent to perform it.

If the required number of employees decline the work offered, the Company shall, beginning with the employee on the shift having the least continuous service with the Company schedule such work in ascending order of service to those actively working in the occupation who, in its opinion are competent to perform it.

Pursuant to the provisions of this Article, no wage payment shall be made to any employee who, for any reason, does not perform such work.

ARTICLE 23 CONTINUED
HOURS OF WORK AND OVERTIME

23.04 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.

23.05 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. However, in the event the Company cancels, any of the regularly scheduled hours during an employee's standard work week, due to a shortage of work within the Company's control, as defined in Article 23.07 (d), hours worked by such employee which are in excess of the total regularly scheduled weekly hours which remain after such cancellation shall be considered as overtime and 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.

23.06 Overtime Work Scheduling

When the number of employees actively working in an occupation on a shift exceeds that required by the Company to perform work over and above the standard work week, the Company shall schedule such work in accordance with the procedure outlined in Article 23.03 of this Agreement.

ARTICLE 23 CONTINUED
HOURS OF WORK AND OVERTIME

23.07 Unavailability of Work

- (a) In the event of a shortage of work in an occupation on a shift which the Company can reasonably foresee will continue for a period exceeding four (4) hours but not exceeding five (5) working days, the Company may, if possible, assign the work available to employee(s) on the basis of continuous service with the Company provided, however, that they are competent, in the opinion of the Company, to perform such work.
- (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) 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.
- (d) 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

23.08 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.

23.09 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 worked the working day before and after the Plant Holiday and by the observance of the Holiday his normal weekly earnings would be reduced, or
- (2) the employee was absent on the working day before or after the Plant Holiday due to vacation, paid jury duty, paid witness service or paid bereavement leave or other authorized leave, or
- (3) the employee was absent on either the working day immediately before or the working day immediately following the Plant Holiday due to Emergency Leave as defined in the Employment Standards Act, or
- (4) 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.

- (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.

24.06 When the Company requires work to be performed on a Plant Holiday and the number of employees actively working in an occupation on a shift exceeds that required by the Company to perform it, the Company shall schedule such work in accordance with the procedure outlined in Article 23.03 of this Agreement.

24.07 For any work performed on a Plant Holiday, additional payment shall be made at time and one-half for actual hours worked.

ARTICLE 25

WAGES

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 shown in Schedule "A" shall be effective on 12:01 a.m. on the dates indicated therein.

- (b) Employees hired after the effective date of this agreement in classifications that have a learning period of six (6) months or less will be paid 80% of the wage grade rates shown in Schedule "A" for the first 26 pay periods of continuous employment.

- (c) 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

- (d) 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.
- (e) Promotion from one grade to another shall be based on skill, ability, experience and work record of the employee concerned.
- (f) 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

- (g) Working days absent shall not be credited toward the training periods specified for each grade in this Schedule.
- (h) When a job is placed on incentive the bonus paid shall be applied on the wage grades for the job shown in this Schedule.
- (i) 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 Seventy - five cents (\$0.75) of the cost of living adjustment (COLA) of three dollars and fifty-eight cents (\$3.58) per hour paid on the signing of this agreement shall be added to the existing wage rates contained in Schedule "A" as follows:

- (a) Effective November 27, 2005, twenty-five cents (\$0.25).
- (b) Effective November 26, 2006, twenty-five cents (\$0.25).
- (c) Effective November 25, 2007, twenty-five cents (\$0.25).

25.03 The applicable remaining portions of the cost of living adjustment (COLA) of three dollars and fifty-eight cents (\$3.58) paid on the signing of this agreement shall be paid as a minimum COLA amount during the term of this Agreement and 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 as follows:

- (a) Effective November 27, 2005, three dollars and thirty-three cents (\$3.33).
- (b) Effective November 26, 2006, three dollars and eight cents (\$3.08).
- (c) Effective November 27, 2007, two dollars and eighty-three cents (\$2.83).

ARTICLE 25 CONTINUED

WAGES

25.04 A cost of living adjustment (COLA) based on the Consumer Price Index for Canada (CPI) (Time base 1992 = 100) published by Statistics Canada shall be paid as described below:

- (a) The change in CPI from the base CPI level of January, 2006 shall be calculated using the CPI Indices of April, 2006; July, 2006; October, 2006; January, 2007; April, 2007; July, 2007; October, 2007; January, 2008; April, 2008; July, 2008.

- (b) An amount of COLA equal to one cent (1¢) per hour worked shall be paid for:
 - (1) each 0.0995 amount by which the CPI indices of April, July, October, 2006 and January, 2007 exceed the January, 2006 base level multiplied by one hundred and three percent (103%) to a maximum of ten cents (10¢).
 - (2) each 0.0995 amount by which the CPI indices of April, July, October, 2007 and January, 2008 exceed the January, 2007 to a maximum of ten cents (10¢).
 - (3) each 0.0995 amount by which the CPI indices of April and July, 2008 exceed the January, 2007 base level.

WAGES

25.04 Continued

- (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) The maximum amount of COLA payable during the life of this agreement shall not exceed twenty-five cents (25¢).

- (e) 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.

- (f) 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 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-five cents (35¢) per hour.
 - (b) Employees scheduled to work on the night shift shall be paid a shift bonus of forty-five cents (45¢) per hour.

ARTICLE 26 CONTINUED

SHIFT BONUS

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 WORK

27.01 When the Company requires work to be performed on a Sunday and the number of employees actively working in an occupation on a shift exceeds that required by the Company to perform it, the Company shall schedule such work in accordance with the procedure outlined in Article 23.03 of this Agreement.

27.02 Employees that work on a Sunday shall be paid a Sunday bonus of twelve dollars and fifty cents (\$12.50) 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 five (5) consecutive days including, the day on which the funeral is held, in the event of the death of the employee's spouse or child (including step-child when the step-child has lived with the employee in an immediate family relationship). 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 parent, mother-in-law, father-in-law, brother, sister, grandparent or grandchild (including 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.

BEREAVEMENT PAY

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.

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 or a coroner's inquest 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 11 years	3	7%
11 years but less than 16 years	4	8%
16 years but less than 21 years	4	9%
21 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 November 27, 2005 and shall remain in effect until 12:01 a.m. on November 30, 2008 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 28th day of November in the year 2005.

Signed for the Company by:

“J. G. Blunt”

“W. Riecker”

Signed for the Union by:

“Stephen R. Banks”

“Kathy Cornish”

“Bill Hunter”

“Paul Martin”

“J. Rose”

“Len Webber”



March 31, 2006