

AGREEMENT

between

MTD PRODUCTS LIMITED

and

NATIONAL AUTOMOBILE, AEROSPACE
TRANSPORTATION AND GENERAL WORKERS
UNION OF CANADA
(C.A.W. - CANADA)
LOCAL UNION NO. **1524**

DATED: September 14, 2000

EXPIRES: September 14, 2003

UNION - EMPLOYER PLEDGE

“The Union realizes that in order to provide maximum opportunity for continuing employment, good working conditions and good wages, the Employer must be in a strong marketing position which means it must produce efficiently and at the lowest possible costs consistent with fair labour standards. The Union, through its Bargaining Agency, assumes responsibility for cooperating in the attainment of these goals. The Union, therefore, agrees that it will co-operate with the Employer and support its efforts to ensure a full day’s work on the part of its members, combat absenteeism and any other practice which restricts production; that it will support the Employer in its efforts to improve production, eliminate waste in production, conserve materials and supplies, improve the quality of workmanship, prevent accidents and strengthen goodwill between the Employer and the employees, the customers, the Union, and the public. All the above to be within the framework of the collective bargaining agreement. The Employer agrees it will administer the labour agreement in a fair and reasonable manner with the intention of supporting the principles of mutual co-operation contained in this Pledge.”

AGREEMENT

This Agreement made and entered into this **15th** day of September **2000** at Kitchener, Ontario, by and between MTD Products Limited, hereinafter referred to as the “Employer” and the National Automobile, Aerospace and Transport and General Workers Union of Canada (C.A.W. - Canada) and its Local Union No. 1524, hereinafter referred to as the “Union”, WITNESSETH:

ARTICLE I - RECOGNITION

1.01 Pursuant to a Certification of Representation issued by the Ontario Labour Relations Board on April 9th, 1973, and November 22, 1988, the Employer hereby recognizes the Union as the exclusive collective bargaining representative with respect to rates of pay, hours of work and all other conditions of employment for all its production and maintenance employees, but excluding all office clericals, sales staff, guards, designers, engineers and supervisors as defined in the Ontario Labour Relations Act.

ARTICLE II - MANAGEMENT FUNCTIONS

2.01(a) The Union recognizes the right of the Employer to manage the business and to direct the working force. Such rights include, but not limited hereunto, the right to hire, transfer, promote, assign to work, discipline, discharge and suspend for just cause, to increase or decrease the work force, the right to maintain order and efficiency through the establishment of rules of conduct, the right to extend, maintain, or curtail the operations of the Company (in whole or in part), to determine the size and location of the Company’s plants or operations, to determine what shall be manufactured, bought and sold by the Company, to determine to whom the Company will sell its products, services, or any other thing of value it possesses, to determine and specify production schedules, standard processes, methods, means of manufacture and processing and the materials to be used, including the right to purchase or to use any services, materials, supplies, products, tools and equipment from any source the Company chooses, including the right to introduce new and improved methods or facilities and to determine the number of hours or days of work and the number of persons to be actively employed by the Employer, at any time, the right to make time studies to determine standard production requirements and the right thereafter to establish from such studies, cycle times and the exercise of all other managerial rights which the Employer had prior to the signing of the terms of this Agreement.

These functions are vested in the Employer and nothing in this agreement shall be deemed to restrict the Employer in their performance except as specifically abridged or modified in this Agreement, as provided in section (b) below. In the exercise of these rights the Employer will observe all provisions of this Agreement.

(b) Notwithstanding the foregoing, employees who claim a violation of the collective bargaining agreement and letters of agreement or supplementary agreements, in the Employer's act of discharge, discipline, layoff, recall, the selection of job applicants for new jobs or job vacancies, the setting of new hourly rates, payment of insurance benefits, as agreed to by the Employer and the Union, the payment of fringe benefits, or compensation as set forth in this Agreement, or a claimed violation of an employee's seniority rights, or any other grievance as defined in this Agreement, shall have the right to initiate grievances, which may be processed through the grievance procedure.

(c) The employer may alter from time to time rules, regulations, and shop policies to be observed by the employees with the understanding such rules, regulations, and policies shall not be inconsistent with the provisions of this Agreement and any other legislation. Any new or revised rules, regulations, and/or policies are to be explained in detail to the Plant Committee prior to implementation.

ARTICLE III - UNION SECURITY AND CHECK-OFF

3.01 It shall be a condition of employment that all present employees of the bargaining unit who are members of the Union in good standing on the effective date of this Agreement shall remain members during the full term of the Agreement. It shall also be a condition of employment that all employees in the bargaining unit and all of those who are hired on or after the effective date of this agreement, shall become and remain members of the Union.

3.02(a) The Employer further agrees that it shall be a condition of employment that all employees in the bargaining unit complete and sign the Union Dues Authorization form and that the Employer shall, upon receipt of such written authorization from the employee, deduct such dues from the pay, following the pay period after an employee has worked forty (40) hours in any one month. The dues shall be two (2) hours and 20 minutes pay each month, calculated on the basis of the employee's hourly earnings for the previous month as defined in the Constitution of the Union,

(b) Upon the completion of an employee's probationary period, the Initiation fee will be deducted from a pay other than a monthly dues deduction pay.

(c) The Employer further agrees to include on an employee's T-4 slip for income tax purposes, the total Union dues deducted for the year excluding any initiation fees and that whenever possible the Employer shall sincerely endeavour to distribute T-4 slips to employees on or before February 1st of each year.

3.03 A list of the total number of employees together with all sums deducted, as described above, shall be remitted by the Employer to the Financial Secretary of the Local Union by the 15th of the month following the end of the month in which the deductions were made.

This list shall contain the employee's name, clock number, address, telephone number and the amount of such deduction and reason, if any, why no deductions were made. This list will also indicate any seniority employee whose employment is terminated, transferred out of the bargaining unit, on lay-off, leave of absence, or deceased.

3.04 The Union shall indemnify and save the Employer harmless from any claims, suits, judgements, attachments and any other form of liability which may develop out of such deductions; and the Union shall assume full responsibility for the disposition of the funds so deducted once they have been remitted to the Union,

ARTICLE IV - STRIKES, STOPPAGES AND LOCKOUTS

4.01(a) It is the intent of the parties to this Agreement that the procedure, herein described, shall serve as a means for peaceable and final settlement of disputes that may arise between them.

(b) During the term of this Agreement, including any extensions, renewals or modifications thereof, the Employer and the Union agree there shall be no lockouts and that there will be no strike of any kind, boycott, picketing, work stoppage, slow-down or any other type of organized interference, coercive or otherwise, with the Employer's business. In the event a violation of this Article IV occurs, the parties agree the Employer has the right to discipline up to, and including, discharge, employees engaging in, participating in or encouraging such unlawful action.

ARTICLE V - REPRESENTATION

5.01 The employees in the bargaining unit shall be represented by a Bargaining Committee of five (5) employees (including the Bargaining Committee Chairperson and Timestudy Representative) elected by the employees in the unit. The names of the members of this Committee shall be certified by the Union to the Employer in writing.

In addition, the Union shall be represented by Stewards elected by the employees in the unit. Any increase or decrease in the number of Stewards required will be made by mutual agreement between the Union and the Employer.

5.02(a) The Bargaining Committee Chairperson, National Representative and/or members of the Bargaining Committee shall upon first reporting to the Plant Manager or his designate be given access to the Plant during working hours for the purpose of investigating a specific grievance(s) and to promote smoother operation of the Agreement.

(b) A member of the Bargaining Committee and/or a Steward may leave their work for the purpose of handling grievances or other legitimate representation functions under the grievance procedure. Before leaving the job, the Union representative must first state to the Supervisor the purpose of their activity and must record their time upon leaving. Upon entering a department in

the fulfillment of their duties, they must notify the Supervisor of that department of their presence and purpose and also record their time.

It is understood that the Supervisor shall have time to make arrangements to avoid interruption of production before permitting a representative to leave a department. It is understood that such arrangements are to be made as soon as practicable and without undue delay. For purposes of clarification, undue delay shall be defined as two hours or less from the time of request, unless production requirements prohibit such arrangements.

(c) All Bargaining Committee members, and Chairperson of the Union Health and Safety Committee shall be retained on the First Shift.

(d) The Employer authorizes the Union to conduct elections on Company premises during non-work time. Notice of such elections shall be made in advance for suitable times, locations and election dates. It is fully understood that the continuation of this authority shall be contingent upon its lack of abuse.

5.03 Any Steward who takes time off their job for the investigation and adjustment of grievances within the plant during working hours shall be paid by the Employer for such lost time, at their regular rate; provided, however, the total maximum number of such lost time hours does not exceed a total of one hundred (100) hours monthly, as pooled, for all Committeepersons and Stewards. Time spent at Step III and Step IV of the Grievance Procedure shall not be included in the maximum hours stated.

5.04 In the application of this Article there shall be no suspension of work by any employee without the expressed permission of the employee's Supervisor.

ARTICLE VI - NON-DISCRIMINATION

6.01 The Employer and the Union fully agree to continue their policy of non-discrimination against any individual on the basis of sex, race, religious creed, marital status, colour, age, national origin, disability, sexual orientation, union membership or union activity in all matters relative to hiring, wages, advancement or any other condition of employment. The Company and the Union agree to observe the provisions of the current Human Rights Code, as it is now written or hereinafter amended, and MTD's Harassment Policy.

ARTICLE VII - GRIEVANCE PROCEDURE

7.01 For the purpose of this Agreement, a grievance is defined as a dispute an employee or group of employees may have with the Employer in respect to the interpretation, application or

violation of the expressed terms of this Agreement and any letters of agreement or supplementary agreements by the Employer. Should an employee or group of employees have a grievance, a sincere and earnest effort shall be made to adjust the same, promptly, in the following manner:

STEP ONE: A grievance will be first presented, orally, by the aggrieved employee(s) to the immediate Supervisor within five (5) regular working days after the event has occurred which gives rise to the stated grievance, or five days (5) from the time the facts became known to the employee or could have become known to the employee or the Union up to a maximum of **30** work days. The Supervisor will ensure that the services of the applicable steward are offered to the employee first. If the employee accepts such services the Supervisor will, as soon as practicable and without undue delay, send for the appropriate Steward. Every effort will be made to give prompt consideration to the grievance by the parties. The immediate Supervisor shall give an oral reply within two (2) working days after the grievance has been presented; provided, however, that Holidays, Sundays and days not worked shall not be included in the stated time limitation in this Step One or any other Step in this Procedure.

STEP TWO: In the event the immediate Supervisor fails to decide and reply to the grievance within the stated time in Step One, or should the decision be unsatisfactory to the aggrieved employee, the grievance, if it is to be processed further, shall within twenty-four (24) hours after the time limit set in Step One, be reduced to writing on a triplicate form mutually agreed upon. It shall set forth the facts and the section(s) of the Agreement alleged to have been violated and be signed by the aggrieved employee. Two (2) completed copies shall be given to the immediate Supervisor. The latter shall within two (2) working days after the then written grievance is presented, give an answer in writing on one of the copies to the employee's Steward. A duplicate copy shall be forwarded to the Plant Chairperson and or designate.

STEP THREE: If the grievance is not settled in Step Two above, it may be referred to the Bargaining Committee Chairperson and designated area Bargaining Committee Member who may then appeal the grievance to Representatives designated by the Employer within two (2) working days after receipt of the reply given in Step Two. The Union Steward who filed the grievance may be present by mutual agreement. After hearing the grievance, the management representative shall give an answer, in writing, to the Bargaining Committee Chairperson within two (2) working days after receipt of the grievance in this Step Three.

STEP FOUR: Within five (5) working days after the completion of the grievance at Step Three, it may be appealed to Step Four. The grievance shall be heard by the Plant Manager and/or another designated representative and the Bargaining Committee. A representative of the National Union, as well as the Vice President of Human Resources, may be present at this meeting. Unless mutually waived, Step Four meetings are to be held within thirty (30) calendar days after the Employer receives the submission of the grievance to Step Four from the union. The Employer shall give its answer, in writing, to the grievance at this Step Four within five (5) working days of the presentation of the grievance.

STEP FIVE: Any matter which remains unsettled after exhausting the above procedure may continue by mutual agreement to non-binding mediation. Mediators will be selected from

members of the PAM Group (specifically – Frank Riley, Pat **Whyte**, Jim Bowman and Beth Wilde). In the alternate, in an attempt to resolve the issue either party may proceed to Step 6- Arbitration.

STEP SIX: The party who desires arbitration shall, within fifteen (15) working days after receipt of the reply given in Step Four notify the other party in writing of its desire, and set forth, therein, a statement of the issue or issues it desires to arbitrate. Within five (5) working days after such notification is received a meeting will be held between the Employer's representatives and the Bargaining Committee to select an arbitrator. If the parties fail to agree on an arbitrator within five (5) working days after having so met, a joint request shall be submitted to the Minister of Labour of Ontario to appoint such arbitrator.

The arbitrator shall hear all evidence and shall, within fifteen (15) days after submission of all evidence, render a decision. If either party takes objection to the issue or issues submitted in the notice which requested arbitration, the arbitrator shall rule on such objections. Such objections shall be submitted to the other party, in writing, prior to the arbitration hearing.

The arbitrator shall have no power to change, alter, detract from or add to this Agreement; but shall be limited only to the application and interpretation of the provisions of this Agreement in reaching a decision on the issue arbitrated. The decision of the arbitrator shall be final and binding on the parties.

Each party shall bear the expense of its own witnesses. However, the fee, if any, and agreed expenses, of the arbitrator shall be divided equally between the parties. Court Reporter's fees and transcripts shall be paid by the party who requests them.

7.02 The Employer may present a grievance in writing, at Step Four. The Bargaining Committee Chairperson may present a policy-type grievance at Step Three within the expressed time limits, Such a grievance is one which alleges a misinterpretation, misapplication or violation of the expressed terms of the Agreement and any letters of agreement or supplementary agreements and is one which could not otherwise be resolved at the lower Steps in the grievance procedure due to the nature or scope of the subject matter.

7.03 All grievances arising over the question of discipline by suspension or discharge shall be presented to the Employer, in writing, and signed by the aggrieved employee, within three (3) working days. Such grievances shall be presented at Step Three. The Employer shall give its answer, in writing, within three (3) working days after receipt of the written grievance. Before such an aggrieved employee is required to leave the Plant, the Supervisor will, as soon as practicable and without undue delay, send for the appropriate Steward to enable the aggrieved employee to discuss the case with the Steward. A suspended or discharged employee may attend a Step Four hearing of their grievance. It is agreed that a request must be first made by the aggrieved. If an appearance is requested, the aggrieved will be permitted to offer testimony, or other evidence pertinent to the issue(s).

7.04 The Employer agrees it will expedite its investigations prior to taking disciplinary action and, if such investigation indicates that discipline is likely to consist of suspension or a dismissal, a hearing will be held prior to such disciplinary action being taken. This hearing will be attended by the Human Resources Representative, the applicable Supervisor, the Plant Chairperson and the applicable Committeeperson.

7.05 The time limits of the grievance procedure are mandatory and may not be waived except by mutual agreement. If any time limit is not met the grievance shall be considered denied at that stage and will automatically proceed to the next Step, Time limits may be extended by mutual agreement in writing.

7.06 The Union retains the right to withdraw a grievance at any time without prejudice or precedent.

ARTICLE VIII - HOURS OF WORK AND OVERTIME

8.01 This section is intended to provide the basis for calculation of, and payment for overtime and shall not be construed as a guarantee of hours of work each day or each week, or of days of work each week.

8.02(a) The normal hours of work shall be eight (8) continuous hours a day, exclusive of lunch period, which shall not exceed thirty (30) minutes and forty (40) hours a week, Monday through Friday. On jobs operating three (3) shifts only, the eight (8) continuous hours shall include a twenty (20) minute paid lunch to be paid at normal straight time hourly earnings. The present practices concerning four-ten straight time hour shifts and a four-nines and a four shift will be maintained for the life of the agreement.

(b) Normally, the Employer operates two shifts, Employees are normally assigned to a regular shift. Determination of starting time of daily and weekly work schedules and that of the individual employee shall be made by the Employer and such schedules may be changed by the Employer to suit varying conditions of business; provided, however, indiscriminate changes shall not be made in schedules, and provided further that changes deemed necessary by the Employer shall be made known to the Union and the Employer will post a notice of such change on the Employer's Official Business Bulletin Board, at least two (2) work days in advance of such changes, when reasonably possible.

(c) A ten (10) minute rest period shall be provided during the first half of the shift. A second ten (10) minute rest period shall also be provided during the second half of the shift. Employees on four-ten straight time hour shifts will be eligible for a third ten (10) minute break to be punched out on downtime card (only one allowed). In addition, employees shall be allowed three (3) minutes personal wash-up time before lunch and five (5) minutes before quitting time to be used for personal wash-up.

8.03 Time and one-half compensation shall be paid for all hours worked in excess of eight (8) hours a day for those working an eight straight time hour day; or in excess of nine (9) hours for those working a nine straight time hour day; or in excess of ten (10) hours for those working a ten straight time hour day; or in excess of forty (40) straight time hours performed in any work week.

8.04 Time and one-half shall be paid for work performed on Saturday. Double time is paid for all hours worked on Sunday, regardless of the number of hours worked during the week. Double time plus their scheduled regular shift hours shall be paid for all hours worked by an employee on one of the contractually recognized holidays.

8.05(a) It is recognized that the Company's operations are of such nature that at times require overtime work. Overtime first shall be equitably distributed among those employees with the lowest hours in the classification and department, on the shift on which the overtime occurs; except when any assembly line, the cell and friction wheel, and Kanban area, tire machines, paint shop, hanging bay, Ottawa Warehouse, sub-assembly and **MPP** area is scheduled for overtime, the employees normally assigned to those areas will be asked first. If the employer is unable to obtain sufficient employees from those who normally work in the classification and shift in the department, the opportunity will be given to the employees with the least amount of overtime on the shift in the department who are capable, without training, of performing the work to be done.

If the employer is still unable to obtain sufficient employees from those who normally work in the department and shift, the opportunity will be given to the employees with the least amount of overtime on the opposite shift in the classification in the department in which the overtime occurs. If the employer continues to be unable to obtain sufficient employees from those described above, the employer can offer this overtime to the employees with the least amount of overtime on the shift the overtime occurs who are capable, without training of performing the work to be done.

On summer hours overtime up to **4:00** p.m. on Friday will be considered day shift overtime with the exception of Ottawa Street Warehouse.

All the policies regarding the overtime procedures will be part of the Collective Agreement. Such policies will be posted on the bulletin board in all plants. The Company will endeavor to maintain a reasonable balance of overtime opportunities between shifts whenever possible.

(b) The Employer agrees to maintain and keep up to date a record of overtime in each department for a period of twelve (12) months and such records will be made available for an employee's inspection. Assigned overtime which an employee could have but fails to work, regardless of the reason, whether due to absence or to refusal or any other reason, shall be considered as time worked for the purposes of calculating the equality of distribution and charged to the overtime records, based on the number of hours paid, or would have been paid on a weekly basis.
Example two (2) hours at time and a half (X1.5) rate = 3 charged, two (2) hours at double (X2)

rate = 4 charged. It is further agreed that a reasonable period of time is allowed to equalize all overtime.

(c) Whenever an employee is transferred, recalled or enters another department or work classification they shall receive the average number of hours of overtime which had been worked and/or credited. In the case of skilled classifications, such as Die Maker, the herein described overtime equalization shall not apply whenever the particular work being performed is a continuation of the particular project previously assigned. In department five (5) whenever an employee is transferred or enters another department or work classification they shall receive the average number of hours in the area they are transferred as per Article 8.05 (a). In all other departments and or classifications they shall receive the average numbers of overtime hours worked and credited.

(d) An employee who accepts an overtime assignment will be paid at the rate of the job which is performed on overtime regardless of the employee's regular rate of pay during regular hours.

(e) Each January, the employee with the lowest hours in a department will be given zero (0) hours and the rest of the employees will be adjusted on a pro-rated basis accordingly by classification.

(f) When overtime is necessary the Company will give the employees at least two (2) work days notice in advance except where prevented from doing so because of circumstances beyond the control of the Company. The Company will advise the Union area representative of the overtime schedule.

ARTICLE IX - LEAVES OF ABSENCE

9.01 Any employee who is ill or has sustained a non-industrial injury may apply to the Human Resources Office for a leave of absence for personal illness or injury. The Employer shall grant such leave for a period not to exceed thirty (30) days when the employee's request is supported by a physician's certificate. Such leave may be extended for periods not to exceed thirty (30) days and the request for the extension or such extensions shall not exceed one (1) year or length of service whichever is greater. Extensions of leaves for on-the-job injuries cannot exceed length of service.

9.02 A formal leave of absence may be granted for personal reasons to employees who have completed sixty (60) calendar days upon application to the Human Resources Office, and provided such employee does not accept employment of any kind while on leave. Such leaves of absence shall not be renewed and shall not exceed thirty (30) days, except that an extension may be granted for valid reasons, An extension may also be granted whenever, following childbirth, a medical certificate requests such extension due to the health of the newborn. All leave applications are to be submitted at least two (2) calendar days prior to the day requested off. The supervisor is to forward the leave of absence request application to the Human Resources office.

A leave of absence of one (1) day or less may be granted by the employees immediate supervisor and the supervisor will reply as soon as possible. The employee requesting a leave of absence will complete a leave of absence application in duplicate. The Company will notify the Union when any leave of absence exceeds (7) calendar days.

The Company shall have the right to refuse the application, among other valid reasons, if the absence of the employee would unduly interfere with the Company's operations or for an invalid personal reason. It is understood that the Company will not exercise its right to refuse a leave of absence in an arbitrary or discriminatory manner.

A personal leave of absence shall be granted, one time only, to an employee convicted under the Highway Traffic Act or Criminal Code for driving offenses. Such leave will be for a maximum of forty-five (45) days. The employee must report their absence(s) as specified in Section 10.03 (5) and personally request such leave.

9.03 Any non-probationary female employee, in the case of pregnancy, certified by a qualified physician, may be granted a Leave of Absence subject to the following conditions:

(a) The employee shall give the Employer two (2) weeks notice in writing, of the day upon which she intends to commence the leave, and a certificate of a duly qualified physician stating that she is pregnant and the estimated date of delivery in the physician's opinion,

(b) Pregnant employees will normally commence maternity leave eleven (11) weeks preceding the estimated date of delivery. An employee may request a shorter leave of absence, supported by a qualified physician, than eleven (11) weeks preceding the estimated date of delivery, but the Employer may require her to commence the leave if the duties of her position cannot be performed by a pregnant woman or the performance of her work is materially affected by the pregnancy, as defined by the Employer. The Employer shall give the employee one (1) week's notice in writing, of the day upon which the leave will commence, if the leave is initiated by the Employer.

(c) An employee may return to work prior to six (6) weeks following the actual date of delivery, by giving the Employer two (2) weeks notice of her intention to do so, and furnishing the Employer with a certificate of a qualified physician stating that she is able to resume her work.

(d) Before returning to work the employee must provide the Company with a physician's certificate stating that she is fit to return to her normal duties at least five (5) working days prior to the date of return.

9.04 Any employee elected or appointed an official of the Union or delegate to any labour union activity necessitating a leave of absence shall be granted leave for such period, without pay, for a period of up to one (1) year, with annual extension privileges, and shall accumulate seniority during said leave as though they had been continuously employed. They shall be entitled to re-employment at the end of such leave on the basis of their then accumulated seniority.

Any employee elected or appointed to any public office of the Municipal, Provincial, or Federal Government shall be granted a leave of absence without pay, for up to one year. Such leave may be renewed each year by mutual agreement.

9.05 Employee(s) on layoff who have enrolled in any formal education program and are subject to recall during such program will be granted an unpaid leave of absence for the duration of the course not to exceed 3 months.

ARTICLE X - SENIORITY, TRANSFER, JOB VACANCIES AND OTHER RELATED MATTERS

10.01 (a) A new employee shall be regarded as a probationary and temporary employee during their first sixty (60) calendar days of accumulated employment during the twelve (12) month period following their original hire date. An employee shall receive credit from the first day worked and will continue to be credited for seven (7) days for each **full** week during which they worked. To acquire seniority on the sixty-first (61st) day, an employee must be at work on that day; if they are not, then another day must be worked to take them out of the probationary period.

(b) Upon completion of the probationary period, the name of the employee shall be added to the appropriate seniority list and their seniority shall relate back to their most recent date of hire. The parties agree that a lesser standard for “just cause” for discharging probationary employees may apply during the probationary period.

(c) The employer shall prepare and post the appropriate seniority list which shows the seniority of each employee in the bargaining unit. This list shall be brought up to date by the Employer once each month. Following layoffs and recalls, the list shall be made current. If no objection is raised to the seniority list within five (5) days after it is posted, it shall be deemed correct for the remainder of the month, except that employees shall have ten (10) days to object to the first seniority list posted. The seniority list shall include the employee’s clock number, name, most recent date of hire, job classifications and shall include all employees with seniority status.

(d) When two (2) or more employees attain seniority on the same date, they will be placed in alphabetical order on all seniority lists. The status of their seniority shall not decrease or advance because of a name change.

10.02 All employee members of the Bargaining Committee, Stewards, Executive Board of the Union and Chairperson of the Union Safety Committee shall head the seniority list during their term of office. Immediately upon termination of the term of office each member shall return to their original and proper position on the seniority list.**PENDING AMENDMENT TO SAFETY COMMITTEE REP ON PM SHIFT LANGUAGE**

10.03(a) An employee’s seniority shall be broken for any of the following reasons;

1. The employee quits.

2. The employee is discharged for cause and is not reinstated through the grievance procedure.
3. The employee gives false reason for requesting and receiving a leave of absence.
4. The lapsed time of a layoff exceeds the seniority acquired prior to the layoff, up to a maximum of forty-eight (48) months or as specified in Section 10.03 (b). If the employee has more than four (4) years seniority, the lapsed time of layoff will be forty-eight (48) months.
5. The employee is absent from work three (3) consecutive working days without notification to the Timekeeping or Human Resources Office without a valid reason.
6. The employee is recalled to work, after layoff, and, after receipt of notice by certified mail to return to work and mailed to the employee at the last address on the employer's records, and fails to report for work, without a valid excuse, within three (3) full working days.
7. The employee overstays a leave of absence without the consent of the Employer and without good cause.

10.03(b) Whenever an employee with one (1) year or less seniority loses their seniority due to layoff and then is rehired within a period not to exceed one hundred and eighty (180) days from when their seniority expired, their seniority gained prior to layoff and the lapsed time of layoff equivalent to seniority earned shall be reinstated.

10.04(a) The Employer does not have any responsibility for the re-employment of a probationary employee who is laid off during the probationary period. During a reduction in the work force a probationary employee's date of hire shall be the deciding factor in determining their layoff in relation to another employee.

(b) The Employer agrees that job security in the event of a temporary reduction of the work force and recalls after temporary layoffs should increase in proportion to the employee's seniority. However, the parties fully agree that for seniority to govern, an employee must have the qualifications, and ability to perform the available work. During these temporary periods of production curtailments which require a reduction of the work force the following applies:

1. For layoffs that do not exceed five (5) work days, an employee may be laid off by seniority within their particular work classification and shift in all departments except;
2. (a) In Departments 1 and 5 where an employee may be laid off without regard to seniority not to exceed one (1) work day. Such temporary layoffs are limited to production curtailments which result from such causes as: machinery breakdown, customer scheduling, lack of material or parts and any other cause beyond the control of the Employer.

(b) In Departments 1 and 5 for layoffs that exceed one (1) work day but not in excess of five (5) work days an employee may be laid off by seniority within their particular work classification and shift in the department.

(c) When there is a reduction in the work force, the Employer, whenever possible, will give affected employees five (5) work days notice of an impending layoff and will provide, simultaneously, the Committee Chairperson before the employees are notified with the layoff list.

The Employer agrees to the following as it applies to the scheduling of work during a vacation shutdown period. The employees will be asked to work by seniority within their Classification on the shift in their department first and then by seniority in the department.

(d) When, during the course of a shift an assembly line reduces its crew size, the junior assemblers on that line shall be the first to be reassigned or sent home.

10.05(a) Except as provided in the above section and in cases of a layoff in excess of five (5) work days, employees in the bargaining unit shall be laid off within their respective group of classifications or particular work classification and shift as herein described. For such purposes of layoff and recall, employees in the following group of classifications and shift shall be considered interchangeable and shall be laid off in line of seniority:

1. Silk Screen
2. General Labourer ^{4/6}
3. Assembler
4. Hanging Bay

In the event of a layoff, junior employees in any other classification shall be permitted to displace employees in the above four (4) classifications, seniority permitting, regardless of whether or not they have successfully held such classifications in the past.

Beyond this, employees shall be laid off and recalled within their respective classifications in line with their seniority and shall be permitted to displace employees in other classifications, seniority permitting, provided they have successfully held such classifications in the past.

Any employee, at their option, at the time of a layoff may elect to be laid off rather than accept a work assignment in another classification or shift, Employees subject to layoff and who are eligible to exercise bumping rights must indicate their decision in writing to the Human Resources Office at least one (1) week prior to the original layoff, signifying the classifications and shifts into which they would like to bump. Employees subject to layoff who fail to signify their bumping preferences on a triplicate form (with 1 copy going to the Union Chairperson) provided by the Company in writing to the Human Resources Office prior to the original layoff will be deemed to have accepted the layoff and will not be recalled to work in any other classification or shift other than the one from which they were laid off.

It is further agreed that during a period of other than a temporary reduction of the work force, that is, in excess of five (5) work days, the Employer shall, without undue delay and not to exceed a maximum of five (5) work days, make the above described adjustments. In cases of layoffs that

exceed five **(5)** work days or when the Employer expects a layoff to exceed such length of time, the Employer agrees to notify the union,

It is further agreed that no probationary employee will be retained following a reduction in the work force, whenever a seniority employee has the qualifications, ability and physical fitness to perform the available work.

For purposes of this article the phrase “successfully held the classification” shall be interpreted to mean:

- (a) periods of time that an employee has previously and satisfactorily performed work as an employee in a given classification on a permanent basis, or
- (b) periods of time that an employee has previously and satisfactorily performed work as an employee in a given classification resulting from a posted temporary vacancy lasting twenty **(20)** worked days or longer.

The Collective Agreement and the Employment Standards Act will be used together and whatever gives the employees greater rights prevails.

10.05(b) It is agreed that application of this seniority policy to employees who normally are assigned modified duty work requires that consideration be given to physical limitations in regard to their job assignments.

(c) Notices of recall shall be first made by telephone. If an employee has no telephone by which the Employer can notify them, or if the Employer is unable to contact them at their current telephone number, then the Employer shall notify them by certified mail to the employee’s last known address on record with the Employer. It is further agreed that an employee shall notify the Employer of their intention to either accept or reject the recall within twenty-four **(24)** hours following notification as above described.

(d) When a recall is to take place, it is compulsory that the employees displaced return to the classification held prior to layoff. All **laidoff** employees, regardless of seniority, only have recall rights to the classification from which they are displaced and can not remain in a classification into which they have bumped unless through a successful job posting.

10.06 Any Supervisor and/or any salary position promoted or transferred out of the Bargaining Unit will not accumulate seniority while outside the Bargaining Unit. However, all Supervisors and any salary person presently on staff, will have their accumulated seniority frozen effective September 17, 1983. Any non-supervisory employee assigned to the Bargaining Unit from a position outside the Unit shall accumulate seniority from the day of entry into the Bargaining Unit position. Any Supervisor and/or salary person will not return to the Bargaining Unit unless all Bargaining Unit employees are recalled from layoff.

10.07 Transfers: The Employer may temporarily assign employees from one department to another department or to another job classification other than the regularly assigned classification for a short indefinite period not to exceed seven (7) calendar days to meet an emergency, to expedite work in the department, or by reason of other conditions necessary to the efficient operation of the plant. The 7 days may be extended by mutual agreement. However, no such assignments shall be made for the purpose of discrimination or reducing the rate of pay of an employee. The Employer shall transfer on the basis of the least seniority if the employee is capable of performing the job to be assigned.

Whenever an employee is temporarily assigned under this section, they will be paid the rate of the job classification to which assigned, or the rate of the classification from which assigned, whichever is the higher.

10.08 Job Vacancies: (a) When a new job or a job vacancy occurs, the Employer agrees to post notice for the same on the Official Bulletin Board for two (2) working days, exclusive of Fridays, Saturdays, Sundays or holidays. Seniority employees who are interested may apply. The Employer will give applications careful consideration and shall assign on the basis of applicants' relative qualification and ability to do the job and provided further, the employee is able to do the work required. Whenever the qualification and ability of applicants are relatively equal, seniority shall be the determining factor. An employee shall be granted a reasonable (up to ten (10) days) period of time to gain the necessary skills.

(b) No probationary employee shall apply for a posted job; however, such an employee may be assigned to a posted job if the job is not successfully bid on by seniority employees.

(c) An employee may not receive more than four (4) posted job bids in a twelve (12) month period. These bids will include all permanent and temporary postings but not replacement postings. Any employee accepting a job posting will be expected to honour that acceptance. If the employee does not honour that acceptance it will be charged against his/her job posting quota. *(back-up)*

(d) The above principles relative to job posting shall also apply to the job vacancy created by a successful job bid. This is understood to mean that only two (2) subsequent job postings will be made as a result of filling the original job vacancy.

(e) Any non-probationary employee displaced from a job because of reduction in the work force or leave of absence may request to return to an open job from which last displaced before the job is declared vacant and posted. It is understood the displaced employee, upon initiating such a move, will be assigned the job provided the prior work performance was satisfactory.

(f) The successful applicant on permanent postings shall have up to twenty (20) days worked to demonstrate the ability to perform the job and to determine whether they wish to accept the job. Should the employee be unable to perform the job, or declines the job, they will revert to their

former classification. It is understood such period of time may be extended by mutual agreement between the Employer and the Union,

(g) A temporary job posting is one used to fill a job or jobs for twenty **(20)** worked days or less or to replace employees on approved leave of absence. Extensions may be granted through mutual agreement between the parties. Temporary postings shall not be used to circumvent seniority rights.

(h) Any employee who for whatever reason was disqualified from a job classification may submit in writing to the Human Resources office after a one **(1)** year period from the disqualification date reasons to be considered in the possible removal of the disqualification. This will include such documentary evidence that would support the removal. Disputes arising from this process will be reviewed and resolved by the Union/Management Committee. For those disqualifications that have been removed, the employee is entitled to post for any future job vacancy in this classification.

10.09 All employees shall be paid their regular rate of pay except for the following:

1) Where production is curtailed for the balance of a shift, available work will be offered on a voluntary basis to the production employees, at the rate of the job performed. The seniority employees will be offered the higher paid jobs. Should volunteers not be available, employees will be assigned jobs on the basis of least seniority.

2) When any line is downsizing the junior employees on that line will be the first to be reassigned jobs to different lines and/or areas.

ARTICLE XI - HEALTH AND SAFETY

11.01 The Employer will continue to provide healthful working conditions and to provide adequate measures and devices relative to safe operations and sanitation.

11.02 The parties agree that individual complaints with respect to safety, healthful working conditions and sanitation may be processed in the grievance procedure. However, it is agreed that a serious attempt must first be made to resolve the problem or correct the condition with the immediate Supervisor and a Plant Safety Committee designated by the Union on the first and second shifts. The Safety Committee, herein authorized, shall have the authority to discuss plant safety and sanitation; to review changes in shop policies and rules governing plant safety and sanitation and to request that specific safety or sanitation conditions be inspected jointly with the Employer's designate, whose decision shall be binding and subject to the grievance procedure.

11.03 The Employer will continue to provide and maintain emergency and dispensary facilities for the treatment of ill and/or injured employees. In the event an employee is injured while on the job and the Employer's attendant or physician advises the employee to quit work for the balance of the day, they shall be compensated by the Employer for the remainder of the scheduled shift

(straight time or overtime earnings as applicable). Such injured employee who must later return to the physician for subsequent medical attention will be paid for such required lost time for a maximum of eight (8) revisits,

11.04 The Employer will continue to meet, on a monthly basis, with the Joint Health & Safety Committee the number of which shall be mutually agreed to. Employees selected to this committee will be selected by the Union,

11.05 The Employer shall contribute towards the payment by employees of the safety equipment used at work as listed below:

- 1. Safety Shoes - Maximum allowance of \$90.00 once per contract year.**
- 2. Prescription Safety Glasses - Maximum allowance of \$100.00 for lenses.**

ARTICLE XII - HOLIDAYS

12.01(a) The Employer recognizes the following holidays: New Year's Day, the day of Good Friday, Queen Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Christmas Day, Boxing Day, one day (8 hours) before Christmas and one day (8 hours) before New Years and two (2) additional holidays, to be determined by the parties.

Any employee who works on these holiday days will work on a voluntary basis.

All eligible employees will receive double time plus the straight time Holiday Pay for all work performed on any of the above recognized holidays.

(b) Each eligible employee who does not work a recognized holiday will receive eight (8) hours pay at the employee's straight time hourly rate. Paid Holidays for those employees working on four nines (9) and one four (4) will be paid nine (9) hours at straight time hourly rate, and those on four ten straight time hour shifts will be paid at the employees straight time hourly rate for ten (10) hours.

An eligible employee is one who meets all of the following eligibility rules:

- 1. Has completed sixty (60) calendar days employment.**
- 2. Has worked the last scheduled work day prior to and the next scheduled work day after the holiday, excluding Saturday and Sunday, unless the employee failed to perform such work because of sickness or because of death in the immediate family or because of similar good cause as mutually agreed. The Employer may request a physician's written certificate in the event of an employee absent without reasonable cause.**

3. Eligible employees who have been laid off, or who have taken an approved leave of absence, unless such absence was for a period in excess of fourteen (14) calendar days before the holiday and more than fourteen (14) calendar days following the holiday.

(c) When a recognized holiday falls within an eligible employee's vacation period, the employee will receive the holiday pay, provided they worked the last scheduled work day before the vacation period and the first scheduled work day after the vacation, except that if notice is first given an employee may extend the vacation period an extra day, without pay, and still receive the holiday pay allowance.

12.02 The Christmas Holiday Schedule is as follows:

For 2000:	<u>DAY SHIFT</u>	<u>NIGHT SHIFT</u>
	Friday, December 22	Thursday, December 21
	Monday, December 25	Monday, December 25
	Tuesday, December 26	Tuesday, December 26
	Wednesday, December 27	Wednesday, December 27
	Thursday, December 28	Thursday, December 28
	Friday, December 29	Monday, January 01/01
	Monday, January 01/01	Tuesday, January 02/01
	7 Days	7 Days
For 2001:	<u>DAY SHIFT</u>	<u>NIGHT SHIFT</u>
	Monday, December 24	Monday, December 24
	Tuesday, December 25	Tuesday, December 25
	Wednesday, December 26	Wednesday, December 26
	Thursday, December 27	Thursday, December 27
	Friday, December 28	Monday, December 31
	Monday, December 31	Tuesday, January 01/02
	Tuesday, January 01/02	Wednesday, January 02/02
	7 Days	7 Days
For 2002:	<u>DAY SHIFT</u>	<u>NIGHT SHIFT</u>
	Monday, December 23	Monday, December 23
	Tuesday, December 24	Tuesday, December 24
	Wednesday, December 25	Wednesday, December 25
	Thursday, December 26	Thursday, December 26
	Friday, December 27	Monday, December 30

Monday, December 30
 Tuesday, December 31
 Wednesday, January 01/03

Tuesday, December 31
 Wednesday, January 01/03
 Thursday, January 02/03

8 Days

8 Days

12.03 Employees regularly assigned to an 8 hour shift will receive a total of 56 hours holiday pay each Christmas and 64 hours in 2002; employees on a 9 hour shift will receive a total of 63 hours holiday pay and 72 hours in 2002, and those on a 10 hour shift will receive a total of 70 hours holiday pay and 80 hours in 2002.

ARTICLE XIII - VACATIONS

13.01(a) The following vacation and vacation pay allowance shall be granted to employees, For purposes of this section the vacation period is the twelve (12) month period prior to and ending on June 30th of the vacation year. Total gross earnings (including prior vacation pay), during this period, shall be used in calculating the pay allowance. Vacation pay shall be distributed to eligible employees at the start of the employee's vacation time off unless the Employer is given a minimum two (2) weeks advance notice by the Employee to either pay or hold the additional pay allowance.

Effective September 15, 2000:

Years of Continuous Service as of June 30	Vacation Allowed	Vacation Pay Allowance
Less than 3 years	2 weeks	4% gross earnings
3 to 5 years	2 weeks	5% gross earnings
5 to 8 years	3 weeks	6% gross earnings
8 to 10 years	3 weeks	7% gross earnings
10 to 15 years	4 weeks	8% gross earnings
15 to 20 years	4 weeks	9% gross earnings
20 to 25 years	5 weeks	10% gross earnings
25 or longer	5 weeks	11% gross earnings

(b) Employees must take their vacation during the official vacation period, unless mutually agreed otherwise. Whenever scheduling permits, an employee may work instead of taking a vacation and still receive the earned vacation pay allowance. It is understood and agreed that the Employer must reserve the right to schedule vacations involving a third or subsequent week. However, it is agreed in such cases every effort will be made to accommodate such employees. Employees who work during the official vacation period will be allowed to take their vacation at another mutually agreed time.

In the event an employee dies, any earned vacation pay allowance shall be paid to the deceased employee's surviving spouse or estate in lieu of.

The employees will be notified of the vacation period by April thirtieth (30th) of the vacation year.

It is agreed that vacation pay will be calculated separately from the regular payroll and will be direct deposited separately from regular payroll on a day other than the regular **payday**.

It is further agreed that in cases where employees have received Workplace Safety and Insurance Board benefits during the year, the vacation pay calculation shall include a credit for forty (40) hours for each week during which such employee received **WSIB** benefits in addition to total earnings from the Company, to a maximum of eight **(8)** weeks credit.

ARTICLE XIV - WAGES AND SHIFT PREMIUMS

14.01(a) All non skilled trades employees will receive a fifty-five cent **(\$0.55)** an hour increase effective September **15, 2000**, a forty-five cent **(\$0.45)** an hour increase effective September **16, 2001**, and a forty-five cent **(\$0.45)** an hour increase effective September **15, 2002**. All skilled trades employees will receive a one dollar and twenty-five cents **(\$1.25)** an hour increase effective September **15, 2000**, a ninety cents **(\$0.90)** an hour increase effective September **16, 2001** and a seventy cents **(\$0.70)** an hour increase effective September **15, 2002**.

Job classifications and the rate range for each are shown in the Wage Supplement Appendix "A" which forms a part of this agreement.

(b) There shall be an afternoon shift and night shift premium of five percent (5%) an hour. For a frozen night shift schedule, there shall be an additional shift premium of ten cents (\$0.10) per hour. For the purpose of computing overtime the shift premium is added to the regular hourly earnings.

ARTICLE XV - WORK STANDARDS

15.01 The Company agrees to establish work standards to all production jobs. These standards shall be established using the stop watch method.

The Company, in establishing work standards, will do so on the basis of fairness and equity in that such standards shall be based on commonly accepted methods and practices. The standard established by time study will be indicated as a cycle time.

15.02 Before the Company observes or studies any job, new or revised, the employee who works on the job will be notified. It shall be the Company's responsibility to establish the prescribed method and instruct the employee in the same.

The employee shall preferably be a seniority employee who has adapted to the work and has attained sufficient experience to enable the employee to perform the job. The employee will not be serviced or assisted by anyone other than those whose job it is to service and assist.

15.03 In setting the cycle time, the Company will take into account standard allowances for personal relief and other normal delays. Such allowances total sixteen percent (16%) under normal conditions and shall be included in the calculation of all production work standards.

15.04 After a work standard has been determined and put into effect by the employer, the standard can not be changed unless the employer changes the tools, equipment, method, design or material which justifies a revision of the work standard. Changes in standards based on previous mathematical or clerical error are accepted, however, such revisions must first be discussed with the bargaining committee chairperson and Union time study. The elements of each individual operation will be posted on each station.

It is further agreed that only those elements in the work sequence affected by the change shall be revised.

It is further agreed that if an employee, using the prescribed method, decreases the cycle time through their own skill and effort, it will not be interpreted as a change in methods.

A change shall be considered to be substantial when it changes the standard in the time study which existed prior to the change by five percent (5%) or more.

A data sheet must be prepared showing the elements affected by the change, the current and revised standard, and a copy submitted to the Union.

If the difference is less than five percent (5%), the standard will not change. However, changes will be cumulative and should future element changes, together with past element changes exceed five percent (5%), a change to the standard can occur.

15.05 Whenever a new or revised work standard is established, the employer will, on request, review the same with the local union designated time study representative and unit chairperson. These representatives shall have the right to represent an aggrieved employee who may question the equity and fairness of the new or revised standard. Before proceeding further in the grievance procedure, the following will take place:

- (a) the employee shall give the job a fair try
- (b) Company time study shall re-study the job ASAP
- (c) Union time study shall restudy the job ASAP

This complaint may be submitted to the established grievance procedure within eighty (80) cumulative actual operational hours following the setting and announcement of a new/or revised standard.

It is fully understood that prior to the employer setting standards to new jobs, the Union time study and the Unit chairperson will be advised. It is also understood that prior to revising an existing standard, the Union time study and the Unit chairperson will be notified of the reason for revising the standard.

15.06 Should a work standard complaint be referred to arbitration, it is agreed that the Union and the Company will agree upon and select an arbitrator with experience and reputation in time study.

In hearing work standard grievances, the decision of the arbitrator shall be limited to whether or not the Employer has followed the procedure and system it had established to determine work standards and/or whether the facts in concern are correct. However, the arbitrator shall have no authority in any way, to alter any operation.

15.07 Production requirements for operator controlled jobs will be indicated as pieces per hour. With respect to press, weld and sub-assembly the pieces per hour figure indicated will be eighty percent (80%) of the cycle time as indicated by the time study. With respect to Automatic press only, the pieces per hour figure indicated will be ninety percent (90%) of the cycle time as indicated by the time study.

ARTICLE XVI - SKILLED TRADES

16.01 The purpose of this article is to define classifications, seniority provisions, apprenticeship requirements and all other matters pertaining to the skilled trades classification.

16.02 The provisions of the Collective Agreement shall apply to all employees in the skilled trades classifications except as altered by the provisions of Article 16.00.

16.03 It is understood that the term “Skilled Trades Employee” as referenced in the labour agreement shall mean any person who:

a) Presently holds skilled trades classification, in all classes as defined in Article 16.00 of the Collective Agreement or an Ontario Certification of Qualification issued by the Ministry of Colleges and Universities: or

b) Has served a bona fide apprenticeship and holds a certificate which substantiates their claim of service; or

c) Holds **CAW/UAW** Skilled Trades card.

16.04 Skilled trades include all employees who at the date of the signing of this Agreement, are classified as:

Tool & Die Maker, Tool & Die Machinist, Tool & Die Apprentice, Cutter Grinder, Maintenance Mechanic Millwright A, Electrical/Electronics Technician, Electrical Apprentice, Programmer Machinist, Tool & Die Machinist Apprentice and Maintenance Mechanic Millwright Apprentice.

16.05 Entry into the skilled trades shall be governed by the conditions of Article 16.03 or through the apprenticeship program.

16.06 A newly hired probationary skilled trades employee shall acquire seniority rights in the skilled trades consistent with article 10.01. In addition the employer shall prepare and post appropriate seniority lists which show the plant wide and skilled trades seniority of each skilled trades employee in the Bargaining Unit.

16.07 A production employee who is awarded an apprenticeship or who meets the conditions of Article **16.03** and successfully posts into skilled trades classification on or after September 15, 1978 shall have skilled trades seniority from the date of entry into skilled trades classification,

16.08(a) The employer agrees that job security in the event of a reduction of the work force and recalls after layoffs in the skilled trades should increase in proportion to the employees seniority including apprentices. For such purposes the employees in the skilled trades classification shall be changeable as per skilled trades flow chart, Also a production employee cannot exercise

seniority to displace a skilled trades employee. Conversely a skilled trades employee may exercise plant wide seniority to displace a production employee as per flow chart.

(b) A skilled trades employee who exercises bumping rights and transferred out of the skilled trades classification into production jobs will continue to accumulate skilled trades seniority.

16.09 It is agreed that this section does not limit the inclusion of any new skilled trades classifications; nor does it attempt to describe, limit or determine the nature of the work to be performed by employees in a skilled trades classification.

16.10 At the discretion of the Employer, advanced training may be extended to update understanding and application of technology within the skilled trades when applicable to the work performed within the skilled trades.

16.11 The Employer and Union agree to co-operate in trying to place a medically unfit tradesperson, who is unable to work in their trade, in a job they are capable of performing in line of seniority. If such employee at some time in the future is medically fit and is recalled back into the skilled trades their skilled trades seniority shall be reinstated.

16.12 It shall be a condition of employment that all skilled trades employees shall become and remain members in good standing of the CAW Canadian Skilled Trades Council. The Employer agrees to deduct dues as may be authorized by the CAW Canada Skilled Trades Council from all skilled trades employees. Such deductions shall be made at the same time as the regular Union dues and thereafter on an annual basis in the month of January. These deductions along with the names and addresses of the employees from whom such deductions have been made will be remitted to the Financial Secretary of the Local Union.

16.13 The Employer agrees to the implementation of the apprenticeship program as agreed by the Joint Apprenticeship Committee. It is agreed that the Apprenticeship Committee will meet once every four **(4)** months. This meeting will be held on the first **(1st)** Wednesday of the fourth **(4th)** month.

16.14 A skilled trades employee who takes an apprenticeship to another trade after September **15, 2000** shall forfeit previous skilled trades seniority. They will start to accumulate a new skilled trade seniority from the date of entry into the apprenticeship. 7

16.15 Supplemental Helpers - A production employee interested in temporary employment and/or overtime as a supplemental helper will be required to complete an application form obtainable at the Human Resources office indicating all individual qualifications, ability and proven trade related experience. All applications will become cancelled the first day of January of each year. However, an employee who desires to renew their application may do so.

A supplemental helper shall not accumulate seniority within a skilled trade.

It is understood that during layoff in specific skilled trades classification no supplemental helper will be utilized.

16.16 The Company renews its commitment to pay the replacement cost for damaged or broken tools in the same fashion as is established practice. The Company agrees to provide a **\$110.00** tool allowance once per year. Such allowance shall only be paid upon receipt of proof of purchase of a required tool necessary to the performance of an employee's responsibilities.

ARTICLE XVII - INSURANCE

17.01(a) The Employer will continue the Life Insurance, group **hospitalization-medical-surgical-dental** plan (including Major Medical) and weekly income (short and long term disability benefits) currently in effect under The Manufacturers Life Insurance Company (or, if desired, a similar policy with another reputable insurance company of its choice), for each eligible employee and eligible dependents subject to the terms and conditions of the policies and benefit plan as outlined in the **Manulife** plan document, which forms a part of this Agreement.

(b) The Group Life Insurance and Accidental Death and Dismemberment Insurance will be increased to **\$32,000** effective September 15, 2000, **\$34,000** effective September 16, 2001 and to **\$35,000.00** effective September 15, 2002 for each employee who has completed sixty (60) calendar days of employment.

Effective September 15, 2000 the following insurance benefits will cover employees who have completed sixty (60) calendar days of employment with the exception of dental coverage which will not become effective until completion of six (6) months seniority for all new hires.

Employees on long term disability shall be eligible to have their medical benefits continued for the length of their seniority up to a maximum of three (3) years whichever is less.

Non-Probationary employees shall have their prescription drug, vision care and dental coverage extended for the month in which a layoff occurs and the following month,

1. Major Medical -**\$34,000.00** effective September 15, 2000
 -**\$35,000.00** effective September 16, 2001
 -**\$36,000.000** effective September 15, 2002

2. Accidental and Sickness weekly indemnity benefits will continue to be paid up to a maximum of **\$465.00** effective September 15, 2000, then **\$480.00** effective September 16, 2001, and then **\$490.00** effective September 15, 2002. Indemnity - after present 26 week maximum; a long term disability plan to age sixty-five (65) at 66 2/3% of wages up to **\$1,300.00** monthly maximum effective September 15, 2000, and up to **\$1,350.00** monthly maximum effective September 16, 2001, and up to **\$1400.00** monthly maximum effective September 15, 2002.

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3. Waiver of Life Insurance Premium for total and permanent disability prior to age 65.

4. Pregnancy - Additional coverage after **E.I.** maximum.

5. Drugs - Continuation of the current **\$1.00** deductible prescription plan.

6. Vision Care -every 24 months for prescription eye glasses - **\$150.00** effective September 15, 2000 then **\$155.00** effective September 16, 2001 and then **\$165.00** effective September 15, 2002.

(c) Dental - Coverage to consist of Plan A and Plan B with payment in accordance with the 1999 Dental Association Schedule of Fees effective September 15, 2000 then the 2000 Dental Association Schedule of Fees effective January 1, 2001, and finally the 2001 Dental Association Schedule of Fees effective January 1, 2002. Dental benefit coverage commences upon completion of 6 months seniority for new hires.

(d) If an employee is required to pay for documentation from a physician in order to satisfy a requirement for proof of illness if requested by the Company i.e. **Dr.'s** notes, he/she will be reimbursed up to **\$15.00** upon presentation of a receipt for such service. In addition, the company will pay up to **\$15.00** upon presentation of a receipt for completion of Supplementary forms for Weekly income claims (initial claim form to be paid by the employee) excluding any Long Term Disability claim forms.

ARTICLE XVIII - RETIREMENT

18.01 During the term of this agreement, the Employer will continue in effect its present pension program, as described in the revised Pension Plan booklet issued to Plan participants.

Effective September 15, 2000 - For all past credited service from 1962 to 2000 and for future credited service the benefit will be twenty-nine dollars (**\$29.00**) per month per year of credited service.

1. It is agreed that the qualifying age and credited service shall apply to all employees regardless of date of hire.

2. It is agreed that the Joint and Survivor Benefit shall be extended to all credited service.

Effective September 16, 2001- For all past credited service from 1962 to 2001 and for future credited service the benefit will be thirty-one dollars (**\$31.00**) per month per year of credited service.

Effective September 15, 2002 - For all past credited service from 1962 to 2002 and for future credited service the benefit will be thirty-four dollars (**\$34.00**) per month per year of credited service.

The parties agree to a one-time opportunity window from January 1, 2001 to April 30, 2001 allowing employees to retire with an **unreduced** pension benefit. Employees must be a minimum of **55** years of age and have a total sum of age and years of service **equaling** at least **90**. Persons who elect to retire during this opportunity will be given credit for age and years of service which could be achieved between January 1, 2001 and December 31, 2001.

ARTICLE XIX - GENERAL PROVISIONS

19.01 Reporting Pay: An employee who is scheduled to work and does report without notification there will be no work for them, shall be given four (4) hours work or four (4) hours pay (at straight time), in lieu thereof, at their regular rate. This requirement shall not apply where the employee was physically incapacitated for work or where they were absent the day before or where work is not available due to conditions beyond the control of the Employer or to a labour dispute.

19.02 Call-in Pay: Any employee called back to work outside their regular shift is hereby guaranteed four (4) hours pay at regular rate or four (4) hours work at actual hourly earnings.

19.03 Jury Duty Pay: Whenever a non-probationary employee is called to and reports for jury duty or is subpoenaed as a witness, they shall be compensated by the Employer. The amount of compensation received will be the difference between the employee's daily earnings at eight (8) hours computed at the straight time hourly rate and the per diem jury allowance granted by the Court. Employees scheduled on four (4) day-ten (10) hour shifts will be entitled to ten (10) hours pay. The period of compensation shall not, however, exceed a total of thirty (30) calendar days a year. An employee is required to give Employer prior notice of such call and must present proper evidence as to the duty performed.

19.04 Bereavement Pay: In the event of death in the immediate family of a non-probationary employee, the Employer shall grant time off from scheduled work during the normal work week (Monday through Friday) and will receive eight (8) hours pay at the employee's straight time hourly rate, for three (3) scheduled work days, Employees scheduled on four ten (10) hour shifts will be paid at the employee's straight time hourly rate for ten (10) hours for three (3) scheduled work days. Employees scheduled on four nine (9) hours and one four (4) will be paid at the employees straight time hourly rate for nine (9) hours for three (3) scheduled work days. It is agreed that employees are required to provide proof of death. It is further agreed that the leave day allowance must be taken immediately adjacent to the day of the funeral or memorial service.

The immediate family of the employee includes and is limited to: wife or husband, child, father, mother, sister, brother, mother-in-law, father-in-law, brother-in-law or sister-in-law, grandparent or grandchild, or a step parent or step child of the employee if the step **parent** or step child previously resided with the employee.

what if they currently reside.

19.05 Bulletin Boards: (a) The Employer will provide two (2) Bulletin Boards in each plant (except Department 8 Service) for the sole use of the Union on which to post notices concerning official Union business, e.g., Union elections and results of same, meetings, social functions, appointments and other official Union matters not of a controversial nature. Prior to posting notices in regard to other matters, such notices shall first be reviewed and approved by the Employer. Notices shall be posted only by members of the Bargaining Committee. The Company will install a publication rack at each Union Office.

(b) An Official Business Bulletin Board will be erected at each time clock. Official Company bulletins and notices, e.g., new rules and regulations, work schedules, and other official business notices, only, are to be posted at these locations, Employees shall have the responsibility of reading and following official posted notices.

19.06 Supervisory Activity: The parties agree that production and maintenance work is to be done by production and maintenance employees. However, it is understood that supervisors shall be permitted to perform temporary assignments when production and/or maintenance problems occur on the job and/or absenteeism has caused a temporary shortage of employees. Such temporary authorized assignments may include repairs and adjustments to keep assembly lines or equipment operating. It is further agreed that the same shall be permitted to instruct and show employees how to perform operations and to make samples and assist in testing operations and in the development of operational methods.

19.07 Reporting Absences: Whenever an employee knows in advance they expect to be absent from work on a particular day, they are to tell their or supervisor as soon as possible to permit a replacement to be obtained. In all other cases the Timekeeping or Human Resources Office is to be notified before the employee's regular starting time or as soon thereafter as possible. In reporting such absences, the employee must ascertain the person to whom the notification was given. The Employer will record reports of absenteeism.

19.08 Paid Educational Leave: The Company agrees to pay into a special fund one cent (\$0.01) and, increase by one cent (\$0.01) to two cents (\$0.02) effective September 15, 2002, per hour per employee for all regular hours worked by each employee, Monday through Friday, but excluding all overtime hours worked and all non-worked time for which employees may be compensated, such as for vacation, holiday, industrial injury leave pay, and any other non-worked time. The fund created will be used for the purpose of upgrading the employee's skills in all aspects of Trade Union Functions. Such monies to be paid on a quarterly basis into a trust fund established by the National Union C.A.W. The Company further agrees that members of the bargaining unit, selected by the Union to attend such courses, will be granted a leave of absence without pay for twenty-one (21) days of class time, plus travel time where necessary. Said leave of absence to be intermittent over a twelve (12) month period from the first day of leave. Employees on paid leave of absence will continue to accrue seniority and benefits during such leave.

19.09 It is understood and agreed that all letters do form part of this Collective Agreement.

**ARTICLE XX - DURATION OF
AGREEMENT**

20.01(a) This Agreement shall become effective on the date hereof and shall remain in full force and effect until midnight, **September 14, 2003** and shall automatically renew itself unless written notice to terminate or modify the Agreement is given by either party to the other within ninety (90) days prior to any renewal or expiration date. It is understood that a notice of the desire to modify shall have the same effect as a notice of desire to terminate the entire Agreement.

(b) Within fifteen (15) days from receipt of such notice, the Employer and the Union shall commence negotiations.

20.02 The parties pledge to give full effect to the terms of this Agreement and to that end the Employer shall give notice of the existence of this Agreement to any purchaser, transferee, lessee, assignee, or the like. Such notice shall be in writing and a copy of the same shall be sent certified mail to the Local Union,

20.03 This Agreement, together with the Letters of Understanding in the back of the Agreement, and herein incorporated by reference, represents the complete understanding and agreement of the parties. Therefore, during the term of this Agreement, neither the Employer nor the Union shall be obligated to bargain collectively on any additions to or subtractions from nor modifications to this Agreement or on matters not included in this Agreement. IN WITNESS WHEREOF, the undersigned Representatives of the NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION AND GENERAL WORKERS UNION OF CANADA (CAW-CANADA), LOCAL UNION NO. 1524 and the undersigned Employer do hereunto affix their hands at Kitchener, Ontario, Canada this **14th** day of September **2000**.

MTD PRODUCTS LIMITED

Jim Leary
Corporate Human Resources Director

Regis Dauk
Corporate Vice-President - Human Resources

Ken Noakes
Vice-President, Manufacturing

Susan Kolmel
Human Resources

Ray Baldin
Director, Human Resources

**NATIONAL AUTOMOBILE, AEROSPACE TRANSPORT AND GENERAL WORKERS
UNION OF CANADA, CAW, LOCAL UNION NO. 1524**

Russ Barker
Chairperson of Bargaining Committee

Randy Dorscht
Committee Member

Allan O'Halligan
Committee Member

Paul Gravelle
Committee Member

Wayne Zettler
Committee Member

Dave Bailey
President, Local No. 1524

Craig Grant
National Representative, CAW

APPENDIX "A"

JOB CLASSIFICATIONS AND WAGE RATES

DEPT.	CLASSIFICATION	SEPT 15/2000	SEPT. 15/2000	SEPT. 16/2001	SEPT. 16/2001	SEPT. 15/2002	SEPT. 15/2002	
		BASE RATE	TOP RATE	BASE RATE	TOP RATE	BASE RATE	TOP RATE	
1	01 TOOL & DIE MAKER	5	24.05 \$	24.60 \$	24.95 \$	25.50 \$	25.65 \$	26.20
1	02 TOOL & DIE MACHINIST	5	23.50 \$	23.85 \$	24.40 \$	24.75 \$	25.10 \$	25.45
1	03 TOOL & DIE MACH APPR	SEE SCHEDULE	SEE SCHEDULE	SEE SCHEDULE	SEE SCHEDULE	SEE SCHEDULE	SEE SCHEDULE	SEE SCHEDULE
1	04 PROGRAMMER MACHINIST	\$	24.25 \$	24.60 \$	25.15 \$	25.50 \$	25.85 \$	26.20
1	06 TOOL CRIB ATTENDANT	\$	16.95 \$	17.10 \$	17.40 \$	17.55 \$	17.85 \$	18.00
1	07 TOOL & DIE APPRENTICE	SEE SCHEDULE	SEE SCHEDULE	SEE SCHEDULE	SEE SCHEDULE	SEE SCHEDULE	SEE SCHEDULE	SEE SCHEDULE
2	08 FLYTE MACHINE OPERATOR	\$	18.50 \$	18.85 \$	18.95 \$	19.30 \$	19.40 \$	19.75
2	08A FLYTE MACHINE/AUTO HELP	\$	17.41 \$	17.76 \$	17.86 \$	18.21 \$	18.31 \$	18.66
2	09 PRESS OPERATOR	5	17.30 \$	17.45 \$	17.75 \$	17.90 \$	18.20 \$	18.35
2	10 AUTOMATIC PRESS OPER.	\$	18.50 \$	18.85 \$	18.95 \$	19.30 \$	19.40 \$	19.75
6	11A WELD ROBOT TECHNICIAN	\$	18.50 \$	18.85 \$	18.95 \$	19.30 \$	19.40 \$	19.75
2	12 DIE SETTER	5	17.70 \$	18.05 \$	18.15 \$	18.50 \$	18.60 \$	18.95
7	14A LAYOUT INSPECTOR	5	17.70 \$	18.05 \$	18.15 \$	18.50 \$	18.60 \$	18.95
7	14B INSPECTOR	5	17.25 \$	17.45 \$	17.70 \$	17.90 \$	18.15 \$	18.35
ALL	15 LIFT TRUCK	5	17.30 \$	17.45 \$	17.75 \$	17.90 \$	18.20 \$	18.35
ALL	17B TRUCK DRIVER TRACTOR	\$	17.05 \$	17.25 \$	17.50 \$	17.70 \$	17.95 \$	18.15
7	18 RECEIVING INSPECTOR	5	17.25 \$	17.45 \$	17.70 \$	17.90 \$	18.15 \$	18.35
5	21 JOBSETTER/EXPEDITOR	\$	17.70 \$	17.90 \$	18.15 \$	18.35 \$	18.60 \$	18.80
5	23 RECEIVE/SHIPPING CLERK	\$	17.20 \$	17.25 \$	17.65 \$	17.70 \$	18.10 \$	18.15
6	25 WELD OPERATOR	5	17.25 \$	17.45 \$	17.70 \$	17.90 \$	18.15 \$	18.35
1	28 CUTTER GRINDER	5	23.50 \$	23.85 \$	24.40 \$	24.75 \$	25.10 \$	25.45
5	34 ASSEMBLER	\$	16.74 \$	16.79 \$	17.19 \$	17.24 \$	17.64 \$	17.69
5	35 SILK SCREEN OPERATOR	\$	16.85 \$	16.90 \$	17.30 \$	17.35 \$	17.75 \$	17.80
5	38A UTILITY SPRAY PAINTER	5	17.40 \$	17.60 \$	17.85 \$	18.05 \$	18.30 \$	18.50
5	38B SPRAY PAINTER	5	17.05 \$	17.25 \$	17.50 \$	17.70 \$	17.95 \$	18.15
7	39 AUDIT INSPECTOR	5	16.85 \$	16.90 \$	17.30 \$	17.35 \$	17.75 \$	17.80
5	41 PAINT LINE SANDER	5	16.74 \$	16.79 \$	17.19 \$	17.24 \$	17.64 \$	17.69
5	42 HANGING BAY	5	16.74 \$	16.79 \$	17.19 \$	17.24 \$	17.64 \$	17.69
9	43 MILLWRIGHT APPRENTICE	SEE SCHEDULE	SEE SCHEDULE	SEE SCHEDULE	SEE SCHEDULE	SEE SCHEDULE	SEE SCHEDULE	SEE SCHEDULE
9	44A MAINT-IND MECH MILL	5	23.50 \$	23.85 \$	24.40 \$	24.75 \$	25.10 \$	25.45
5	44C MAINT- LINE MAINT	5	17.20 \$	17.55 \$	17.65 \$	18.00 \$	18.10 \$	18.45
9	44D MAINTENANCE - HELPER	5	16.34 \$	16.79 \$	16.79 \$	17.24 \$	17.24 \$	17.69
9	44E ELECT/ELECTRONICS TECH	5	24.05 \$	24.60 \$	24.95 \$	25.50 \$	25.65 \$	26.20
9	44S MAINT- SUPPLEMENTAL	\$	17.70 \$	18.05 \$	18.15 \$	18.50 \$	18.60 \$	18.95
9	45 ELECTRICIAN APPRENTICE	SEE SCHEDULE	SEE SCHEDULE	SEE SCHEDULE	SEE SCHEDULE	SEE SCHEDULE	SEE SCHEDULE	SEE SCHEDULE
5	46 GENERAL LABOURER	5	15.68 \$	15.73 \$	16.13 \$	16.18 \$	16.58 \$	16.63
5	47A INVENTORY CLERK	\$	17.05 \$	17.25 \$	17.50 \$	17.70 \$	17.95 \$	18.15
5	47B PRODUCTION EXPEDITOR	\$	17.05 \$	17.25 \$	17.50 \$	17.70 \$	17.95 \$	18.15
5	48B PROD'N HARD CRIB/ASSY	\$	16.85 \$	16.90 \$	17.30 \$	17.35 \$	17.75 \$	17.80
5	59 SR. RECEIVER SHIPPER	\$	17.25 \$	17.45 \$	17.70 \$	17.90 \$	18.15 \$	18.35
6	61 WELD SETUP EXPEDITOR	\$	17.85 \$	18.05 \$	18.30 \$	18.50 \$	18.75 \$	18.95
8	71 STOCK CLERK	5	16.38 \$	16.43 \$	16.83 \$	16.88 \$	17.28 \$	17.33
8	72 SHIP/RECEIVER SERVICE	5	17.20 \$	17.25 \$	17.65 \$	17.70 \$	18.10 \$	18.15

WAGES FOR NEW HIRES WILL BE **80%** OF STARTING BASE RATE DURING THE **1st 70** CALENDAR DAYS AND THEN **90%** OF BASE RATE FOR THE FOLLOWING **120** CALENDAR DAYS.

PROGRESSION OF WAGE SPREADS (From Low to High)

1 st CHANGE	30 DAYS - \$0.05
2 ND CHANGE	45 DAYS - \$0.10 minimum
3 RD CHANGE	45 DAYS - \$0.10 minimum
4 TH CHANGE	45 DAYS - \$0.10 minimum
5 TH CHANGE	45 DAYS - \$0.10 minimum
6 TH CHANGE	45 DAYS - \$0.10 minimum

This method to be used until wage spread has reached the top rate in the classification, Merit recommendation can supersede regular increases.

APPENDIX B -TOOL AND DIE MAKER APPRENTICE CLASS 07 HOURLY RATE SCHEDULE

PERCENTAGE	60%	62%	66%	70%	74%	78%	82%	90%	96%	100%
HOURS	0 TO 1000	1001 TO 2000	2001 TO 3000	3001 TO 4000	4001 TO 5000	5001 TO 6000	6001 TO 7000	7001 TO 8000	8001 TO 9000	AFTER 9000
EFFECTIVE										
SEP 15/2000	\$14.43	\$14.91	\$15.87	\$16.84	\$17.80	\$18.76	\$19.72	\$21.65	\$23.09	\$24.05
SEP 16/2001	\$14.97	\$15.47	\$16.47	\$17.47	\$18.46	\$19.46	\$20.46	\$22.46	\$23.95	\$24.95
SEP 15/2002	\$15.39	\$15.90	\$16.93	\$17.96	\$18.98	\$20.01	\$21.03	\$23.09	\$24.62	\$25.65

APPENDIX B - TOOL AND DIE MACHINIST APPRENTICE CLASS 03 HOURLY RATE SCHEDULE

PERCENTAGE	60%	64%	68%	74%	80%	86%	92%	100%
HOURS	0 TO 1000	1001 TO 2000	2001 TO 3000	3001 TO 4000	4001 TO 5000	5001 TO 6000	6001 TO 7000	AFTER 7000
EFFECTIVE								
SEP 15/2000	\$14.10	\$15.04	\$15.98	\$17.39	\$18.80	\$20.21	\$21.62	\$23.50
SEP 16/2001	\$14.64	\$15.62	\$16.59	\$18.06	\$19.52	\$20.98	\$22.45	\$24.40
SEP 15/2002	\$15.06	\$16.06	\$17.07	\$18.57	\$20.08	\$21.59	\$23.09	\$25.10

APPENDIX B - MILLWRIGHT APPRENTICE CLASS 43 HOURLY RATE SCHEDULE

PERCENTAGE	60%	65%	70%	75%	80%	85%	90%	95%	97%	100%
HOURS	0 TO 1000	1001 TO 2000	2001 TO 3000	3001 TO 4000	4001 TO 5000	5001 TO 6000	6001 TO 7000	7001 TO 8000	8001 TO 9000	AFTER 9000
EFFECTIVE										
SEP 15/2000	\$14.10	\$15.28	\$16.45	\$17.63	\$18.80	\$19.98	\$21.15	\$22.33	\$22.80	\$23.50
SEP 16/2001	\$14.64	\$15.86	\$17.08	\$18.30	\$19.52	\$20.74	\$21.96	\$23.18	\$23.67	\$24.40
SEP 15/2002	\$15.06	\$16.32	\$17.57	\$18.83	\$20.08	\$21.34	\$22.59	\$23.85	\$24.35	\$25.10

- 1) employees affected are those in classifications 01 (Tool Maker), and 07 (Tool Maker Apprentice), Employees in the 07 classification will receive special consideration if on a “day release” training schedule.
- 2) employees affected will be required to rotate on a schedule such that no more than two (2) weeks in any consecutive fourteen (14) week period will be assigned to night shift (ie. a 2 weeks nights and 12 weeks days schedule).

LETTER #3

SUBJECT: Working Conditions

All Parties fully understand and agree that during summer months there are some days in which the temperature and humidity in a department(s) rises quite high and causes considerable discomfort.

The combination of temperature and humidity will initiate an action by the Employer based on past records of conditions. To simplify, we shall class into three types of action that may be taken:

A. To initiate free vending of drinks, cold and hot, during P.M. break periods.

<u>TEMPERATURE C</u>	<u>HUMIDITY</u>	<u>HUMIDEX</u>
22	100%	(range 30 to 33)
29	30%	(range 30 to 33)

B. To initiate an extra break with vending of hot and cold drinks during P.M. break periods.

24	100%	(range 34 to 37)
34	30%	(range 34 to 37)

C. To curtail the plant operations, in part or complete, this action will be at the discretion of the Employer, however, the Employer will discuss fully with the Bargaining Committee.

All readings will be based on information received daily from Environment Canada Weather Office at the Waterloo-Wellington Airport at 1:00 P.M. and/or other available means.

LETTER #4

SUBJECT: New and Revised
Work Classifications and
Assigned Wage Rates

When the Company establishes a new, split or revised work classification the Company will discuss the basis upon which such changes have to be established with the Bargaining

Committee. If there is no agreement with respect to such new, split or revised work classification and or rate of pay a Union policy grievance may be filed in accordance with Articles 2.0 1 and 7.00 of the Collective Agreement.

LETTER #5

SUBJECT: Company Policy
to Cover Urgent Call-Back
During Short Term Layoff

This policy must be followed 100%, so we can handle all situations in a uniform manner.

- a. Phone calls as laid down in our contract in Article 10.05 (c) will be our basis of communication.
- b. This will be as laid down for seniority call back (to obtain number required for start up).
- c. Any person who is not contacted the initial day of the phone calls will be contacted after hours or the next day.
- d. Times of all calls will be recorded.
- e. Upon contact, party must give firm answer as to their return as requested.
- f. At this point, if these employees would mean an overstaffing situation, then in accordance of seniority, staff will be reduced from this group.
- g. All other situations will be handled as laid down in article 10.05 (c) with registered letters if contact is not made by telephone.

If at any time a situation arises that is not covered by the above, the Human Resources Office will be contacted for further direction,

LETTER #6

SUBJECT: Union Security
and Check-Off

All present signed employees will be required to remain members of the Union as a condition of employment for the duration of this Agreement.

All newly hired employees will be required to sign a Union "Special Official Application for Membership" card form A57-58 supplied by the Union. Upon completion of the probationary period the card will be effective and the initiation fee will be deducted, and the member will be required to become and remain a member of the Union as a condition of employment for the duration of this Agreement. The Union's copy of the application will accompany the check-off list on which the deduction was made.

The Union dues shall be the amount equivalent to two (2) hours and 20 minutes pay at straight time rate pay per month, excluding shift premium, overtime premium, Saturday, Sunday and Holiday premium.

Any member who has not worked forty (40) hours, by reason of not having been scheduled to work forty (40) hours, or received benefits in lieu of work equivalent to forty (40) hours pay, within any calendar month shall be entitled to exemption of payment of regular monthly dues,

Benefits in lieu of work shall include the following: vacation pay, holiday pay, jury duty pay, bereavement pay, and paid absence allowance, but shall not include the following: pension benefits, sick and accident benefits, and Workers' Compensation.

The monthly check-off will include the following: badge number, name, seniority date and amount of dues paid. Upon request an updated list of addresses, and telephone numbers will be forwarded to the Financial Secretary of the Local.

The Company agrees to include on an employee's T-4 slip for income tax purposes, the total Union dues paid for the year excluding any initiation fees.

The Union will notify the Company in writing two (2) weeks in advance of the relevant month of any changes in the monthly deductions to be made.

A list of the total number of seniority employees along with all sums deducted as above shall be remitted by the Company to the Financial Secretary of the Local Union by the 15th of the month following the end of the month in which the deductions were made.

The recording in the books of the Company of the amounts so deducted shall constitute such amounts as monies held by the Company in trust for the Union.

LETTER #7

This letter of understanding will confirm our agreement in regard to (1) the role of the Local Union President in the administration of our Collective Agreement; (2) method of calculating wage payments under Section 5.03 of the Agreement; (3) recognition of decreasing overtime work on paydays to a minimum; (4) rest period during overtime work and (5) work requirements for Holiday pay qualification.

With respect to the role of the Local Union President, it is agreed that this person may, at the request of the National Representative, sit in the monthly meeting jointly held by representatives of the Union and Employer. It is also agreed that any grievance appealed to Step Four and which has not been heard within thirty (30) days of such submission, shall be heard no later than and as part of the next regularly scheduled monthly meeting. To further expedite the resolution process such grievances heard during the monthly meeting shall be answered with an oral Decision of which a written response of same shall follow no later than five (5) working days. It is further agreed, when requested, that the Local President accompany the National Representative and the Company's Vice President and Plant Manager around the premises prior to such meetings to get a better grasp of problems on the agenda.

The Company will notify the Union of any technological change prior to the implementation of such changes.

Should the issue of technological change arise, the Company agrees to meet with the Union to have informative and meaningful discussions relative to the impact of these changes to the plant and employees.

LETTER #10

ERGONOMICS/JOB ROTATION

The Parties agree that job rotation would be beneficial for ergonomics purposes. Upon ratification of this agreement, the parties agree to continue a joint committee. The Company and the Union **recognize** the need to address a mutual concern for potential work related injuries resulting from poor workstation arrangements and/or improper work habits. The Committee will be responsible for establishing, conducting and implementing procedures and recommendations **that will improve** the work environment as it relates to ergonomic issues. The intention **will be to improve** the work environment and worker health.

LETTER #11

HEALTH AND SAFETY

The functions of the Safety Committee representatives will be as follows:

Meet at least once per month or more frequently as mutually agreed upon, to review health and safety conditions within the plant and to make recommendations as are deemed necessary or desirable.

Make monthly inspections of the plant with Company Health & Safety representatives to ensure there is a safe, healthful and sanitary working environment. It is further agreed that the Plant Chairperson will attend the meeting at his discretion.

For purposes of making safety and health inspections, the National Union Safety and Health staff representatives will, with advance notice, have access to plant and locations where members of the Union are employed.

Receive prompt notification of any fatalities or serious injuries resulting from work related accidents and in addition to be informed of major accidents that did not result in serious injury but indicate a high potential for such.

Receive all Accident reports covered in above.

Review, recommend and participate in the development of plant safety education and information programs and employee job related safety training programs.

The Company will continue to monitor and measure noise, carbon monoxide and airflow and the results of such measurements will be posted and reviewed at the applicable monthly safety meeting.

When the conditions in the plant indicate it is necessary to conduct various tests, the results of such tests will be made known as per the previous paragraph.

Accompany Government Health and Safety Inspectors as requested by the Union and receive a copy of any orders issued by the Government Inspectors as a result of such inspection.

In addition to the Joint Health and Safety Meetings referred to above, at the request of either party, the joint committee will conduct special meetings at a mutually agreeable time to review other safety matters such as:

1. Chemical data sheets and any problems that may arise in the use of chemicals in the plant
2. Accident Investigation Reports for the purpose of developing recommendations to prevent similar accidents from occurring.

Safety Committee members will receive a status report on all outstanding safety related suggestions, directives, and maintenance work orders at each monthly meeting.

The Company will continue as in the past to provide at no cost to the employees necessary protective equipment and/or devices.

The Company agrees to provide adequate medical facilities and to staff these facilities with competent personnel.

The Company will provide to employees who are exposed to potentially harmful agents or toxic materials, at no cost to them, those medical services which are required by law and are necessary.

No employee will be disciplined in the event that they have complied with The Occupational Health and Safety Act, as of January 1, 1996.

Health and Safety in the Plant will be applied as per Ontario Occupational Health and Safety Act in force as of January 1, 1996.

The Company shall ensure that all employees are informed that they have the right to refuse work which may harm them or any person and that signs are posted in the workplace advising of this right.

If an employee exercises his right to refuse he/she shall notify his supervisor, who then will notify a Union member of the Health and Safety Committee. They shall stand by in a safe place and participate fully in the investigation of the hazard,

The Union Co-Chairperson or his designate shall fully participate in the investigation at every stage and may recommend a solution to the problem.

The Company shall repair, or cause to be repaired without cost to the employee approved prescription safety glasses that are accidentally damaged during the course of their employment. In accordance with the Occupational Health and Safety Act an effective lockout/tagout program must exist and all employees required to lockout/tagout machinery, equipment or systems shall receive appropriate training. A lockout/tagout program will continue to exist and will be reviewed by the Joint Health and Safety Committee as required.

The Health and Safety booklet of rules and regulations will be part of this agreement and any changes and or additions will be done by mutual agreement.

All members of the Joint Health and Safety Committee will be trained in order that they can hold "certified worker" status.

Any employee that is required to operate a forklift truck as a part of their normal job requirement, will attend a forklift training course.

An official Health and Safety Complaint form, and procedures for using such, will be developed by the Joint Health and Safety Committee as a means of handling employee concerns that are raised.

LETTER #12 SERVICE DEPARTMENT STAFFING

The Company and the Union **recognize** the need to create a predetermined schedule for summer hours in the Service Department. The Company will determine the number of employees required to work each Friday afternoon during the Summer Hours period. Employees will be required to sign up for these periods in order of seniority, with the most senior employees having first choice and the junior last. Choices will be made no later than two (2) weeks prior to the commencement of the Summer hours period. The **final** schedule will be posted in the Service Department. Schedule changes will only be allowed by mutual agreement between employees and notification to Supervisor, provided such change does not result in any incremental overtime payment.

LETTER #13 PAY CONTINUATION WHILE ON APPROVED UNION LEAVE OF ABSENCE

The following procedure will be applied for the payment and reimbursement of employees on **authorized** Union leaves of absence.

1. The President of Local **1524** or the Plant Chairperson **MTD** Unit Local **1524** or his/her designated representative will **authorize** Union Leaves of Absence to be paid by the Company on behalf of the Local Union on a form supplied by the Company.
2. The Company will invoice **CAW** Local **1524** on a monthly basis for the reimbursement of all monies paid to employees **authorized** for such leaves. Vacation pay and any contributions i.e. **CPP, EI, etc** will be paid by the Company and not included in the monthly billing to **CAW** Local **1524**.
3. All billings are payable by **CAW** Local **1524** to **MTD** Products Limited upon receipt.
4. Any employee on leave of absence **authorized** as above will be paid for their lost time at their regular hourly rate of pay.

5. Should CAW Local 1524 be **unable** to comply with the terms of this pay continuation agreement as regards reimbursement for monies owing, the Company shall reserve the right to terminate this agreement.

LETTER #14 **RE: CLASSIFICATIONS**

The Parties agree that it is beneficial to have replacement personnel designated for certain job classifications. Upon ratification of this Agreement the Parties agreed to meet jointly to resolve any outstanding concerns regarding this issue.

LETTER #15 **MODIFIED WORK/DUTY TO ACCOMMODATE**

The Company and the Union **recognize** the Duty to Accommodate as per the Ontario Human Rights Code and the Workplace Safety and Insurance Act. Where it becomes necessary to accommodate an employee with restrictions as a result of workplace injuries, a job will be identified by the Company and will be modified if possible to suit the restrictions. If issues or disputes arise regarding suitable job placement, the Chairperson will be advised of the accommodation and be involved if required in discussions involving the Workplace Safety and Insurance Board personnel and ergonomic specialist to resolve the issue.

LETTER #16 **SUMMER HOURS**

The Union and the Company agree to implement a Summer Hour schedule each year starting the first week of June and finishing the last long weekend in September.

FLOW CHART FOR SKILLED TRADES

