

COLLECTIVE AGREEMENT

SOURCE	CAW		
EFF.	01	25	91
TERM.	01	01	90
NO. OF EMPLOYEES	180		
NOMBRE D'EMPLOYÉS	180		

between

MAREMONT®
EXHAUST PRODUCTS OF CANADA

and

**NATIONAL AUTOMOBILE,
AEROSPACE AND AGRICULTURE
IMPLEMENT WORKERS'
UNION OF CANADA
(CAW - CANADA)
AND ITS LOCAL 252**

02001 (05)

EFFECTIVE MAY 1, 1994 - APRIL 30, 1997

COLLECTIVE AGREEMENT

between

MAREMONT®
EXHAUST PRODUCTS OF CANADA

and

**NATIONAL AUTOMOBILE,
AEROSPACE AND AGRICULTURE
IMPLEMENT WORKERS'
UNION OF CANADA
(CAW - CANADA)
AND ITS LOCAL 252**

EFFECTIVE MAY 1, 1994 - APRIL 30, 1997

TABLE OF CONTENTS

ARTICLE/TITLE	Page
1. Agreement	5
2. Preamble and Purpose of Agreement	
Sec.1 Application	5
Sec.2 Purpose	5
3. Recognition	
Sec.1 Union Recognition	6
Sec.2 Company Recognition	6
Sec.3 Membership and Check-off	7
Sec.4 Representation	8
4. Grievance Procedure	
Sec.1 Discussion	9
Sec.2 Steps	9
Sec.3 Time Limit	10
Sec.4 Grievance Procedure	11
Sec.5 Grievance Time	11
Sec.6 Dismissal or Suspension	12
5. Arbitration	
Sec.1 Request for Arbitration	12
Sec.2 Arbitration	12
Sec.3 Arbitration Expenses	13
Sec.4 Arbitrator's Function	13
6. Hours of Work, Overtime and Premium Pay	
Sec.1 Normal Hours	13
Sec.2 Overtime and Premium Pay	14
Sec.3 Reporting and Call-in Pay	15
Sec.4 Pyramiding of Premium	16
Sec.5 Overtime Assignment	16
7. Wages	
Sec.1 Wage Rates	17
Sec.2 Temporary Assignments	17
Sec.3 New Jobs	17
8. Holidays	
Sec.1 Holidays	18
Sec.2 Holiday Observance	19
Sec.3 Holiday Pay	19

ARTICLE/TITLE	Page
9. Vacation	
Sec. 1 Vacation Entitlement	20
Sec. 2 Vacation Plan	21
Sec. 3 Method of Payment	22
Sec. 4 Termination Benefit	22
Sec. 5 Paid Absence Allowance	22
Sec. 6 Vacation Replacement	24
10. Seniority	
Sec. 1 Departments	24
Sec. 2 Seniority Date	24
Sec. 3 Seniority and Employment Termination	25
Sec. 4 Seniority and Status Information	25
Sec. 5 Probationary Period	25
Sec. 6 Committee Seniority	26
Sec. 7 Seniority Preference	26
Sec. 8 Layoffs	26
Sec. 9 Recalls	27
Sec. 10 Seniority Accumulation	27
11. Job System	
Sec. 1 Job Posting	27
Sec. 2 Successful Bidder	28
Sec. 3 Temporary Upgrading	29
Sec. 4 Temporary (Definitions)	29
Sec. 5 Downgrading	30
Sec. 6 Skilled Trades	30
Sec. 7 Disabled Employee	31
Sec. 8 Shift Transfers	32
Sec. 9 Job Rotation Final Lines	34
12. General Provisions	
Sec. 1 Bulletin Boards	34
Sec. 2 Health and Safety	34
Sec. 3 Supervisors	35
Sec. 4 Pay Day	35
Sec. 5 Wash-ups and Rest Periods	35
Sec. 6 Notation Warnings	35
Sec. 7 Insurance	35
Sec. 8 Leave of Absence	36

ARTICLE/TITLE	Page
Sec. 9 Bereavement Leave	37
Sec. 10 Jury Duty	38
Sec. 11 Contract Booklets	38
Sec. 12 Work Availability re. W.C.B.	38
13. Continuity of Operations	39
14. Modification	39
15. Duration	39
Appendix A	
Wage Rate Schedule	41
Hiring Probationary Period Rate	41
Shift Premium	42
Appendix B	
Benefit Plan	42
Letters of Understanding and Intent	
Exhibit 1 Layoff Training	47
Exhibit 2 Job System	49
Exhibit 3 Educational Leave	50
Exhibit 4 Overtime	51
Exhibit 5 Overtime - Letter of Understanding	52
Exhibit 6 Inventory Overtime Assignments	53
Exhibit 7 Transfer of Machine Operators	54
Exhibit 8 Technological Change	55
Exhibit 9 Reinstated Grievances	56
Exhibit 10 Machine Operator Setup	58
Exhibit 11 Production Transfer	59

**ARTICLE 1
AGREEMENT**

This agreement is made and entered into this
1st day of May 1994 by

MAREMONT EXHAUST PRODUCTS
hereinafter called the Company, of the first part

and

**NATIONAL AUTOMOBILE,
AEROSPACE AND AGRICULTURAL
IMPLEMENT WORKERS' UNION OF CANADA
(CAW - CANADA) AND ITS LOCAL 252**
representing the employees of the Company through the
Maremout Exhaust Products Unit of Local No. 252,
hereinafter called the Union, of the second part.

**ARTICLE 2
PREAMBLE AND PURPOSE OF AGREEMENT**

SECTION 1 - APPRECIATION

- a) This Agreement applies to Metropolitan Toronto, Ontario Canada operations of the Company and is limited to the personnel as hereinafter defined as employed by the Company at said location.
- b) Should the Company move any operations from its Metropolitan Toronto plant covered by this Agreement, after May 1, 1991 to a location within one hundred and seventy five (175) kilometres of the plant of Metropolitan Toronto, Ontario, this Agreement shall be extended to cover such locations.

SECTION 2 - PURPOSE

The purpose and intent of this Agreement is to establish fair wages, hours, and working conditions for the employees in the bargaining unit, to secure prompt and equitable disposition of grievances and to provide orderly relations between the Company and the Union.

ARTICLE 3 RECOGNITION

SECTION 1 – UNION RECOGNITION

The Company recognizes the Union as the sole and exclusive bargaining agent for such of its employees as appear in the Order of Certification issued by the Ontario Labour Relations Board on December 8th, 1965, namely: “All employees of Maremont Exhaust Products at Metropolitan Toronto, save and except foreman, persons above the rank of foremen, and office and sales staff”. The term “employee” as used herein, shall mean any person represented by the Union, as defined in this Section.

SECTION 2 - COMPANY RECOGNITION

Subject to the terms and conditions of this Agreement, the company shall retain the Customary Rights of Management which shall include, among others, the right to select, assign and direct the working forces, the right to determine job content, the responsibility to establish job qualifications and the right to adopt and enforce reasonable rules and regulations for efficient operation, provided that the Union rights set forth in this Agreement, including the use of the grievance procedure and arbitration, shall NOT be abridged, curtailed or modified by this change. The Company shall also have the right to discipline or discharge employees for just cause subject to the appreciation of the established grievance procedure except that the Company shall have the right to release or discharge, at the discretion of management, an employee who has not completed their probationary period.

There shall be no discrimination, interference, or restraint by the Company or any of its agents against any employee because of membership or activity on behalf of the Union subject to other provisions of the Agreement.

ARTICLE 3

SECTION 3 - MEMBERSHIP AND CHECK-OFF

- a) It is agreed that all present employees of the Company shall remain members of the Union as a condition of continued employment. Any employee hired subsequent to the date of the Agreement shall become a member of the Union within thirty-five (35) days worked in any calendar year. Any employee hired subsequent to the date of this Agreement shall pay union dues after working five (5) full days.
- b) Upon receipt of a signed authorization by an employee covered by this Agreement, the Company agrees to deduct from such employee's earnings his membership dues, including initiation or reinstatement fee, and monthly dues as a member of the Union. The form of such individual authorization shall be provided by the union.
- c) The Union will notify the Company from time to time of the amount of initiation fees, and the sum of monthly Union dues.
- d) The Company shall forward to the designated officer of the Union all sums collected, together with a list of those employees from whom initiation fees and / or dues have not been deducted, not later than the 15th day of the month following the month in which such deductions were made. Error made by the Company in deductions and/or remittances of money shall not be considered by the Union as a violation of this provision, provided that such errors are corrected when brought to the Company's attention.
- e) The Union further agrees to save the Company harmless from any legal action growing out of these check-off deductions that may be instituted by an employee involved therein.

SECTION 4 - REPRESENTATION

a) **Shop Committee**

Members of the Union shall have the right to be represented by a Shop Committee of no more than four (4) members, including a designated Chairman, for the purpose of administering this Agreement, as provided herein. The Union will notify the Company in writing of the names of its designated representatives.

b) **National Representation**

A National Representative or the President of the affiliated Local Union #252 may be present and participate in any meeting between Management and the Shop Committee.

c) **Stewards**

For the purpose of administering grievance procedures as set forth herein, the Company shall recognize one (1) Steward only for the Skilled Trades and Maintenance Department and a maximum of two (2) Stewards on each operating shift for the Manufacturing and Warehouse Department. A Steward may be a member of the Shop Committee, if so designated by the Union.

d) **Chairman**

- The Chairman shall be retained on the day shift.
- The Company will make available a filing cabinet for use by the Plant Union Chairman.
- The Company **will** provide office space, one desk and two chairs for use by the Plant Union Chairman.
- The Chairman shall be given eight (8) hours per regular shift, Monday to Friday, to conduct Union business.
- The Plant Chairman shall be paid the highest classified rate in the Plant.
- The Plant Chairman is to be a member of the Safety Committee.

ARTICLE 4
GRIEVANCE PROCEDURE

SECTION 1 - DISCUSSION

Complaints or disputes concerning violations of, non-compliance with, or the application or interpretation of this Agreement, but not including any requested or proposed changes in this Agreement, are hereinafter referred to as a grievance and shall be adjusted and settled in accordance with the following grievance procedure. The foregoing shall not infringe upon the right of the Union to act as the collective bargaining agent as set forth in Article 3, Section 1 of this Agreement.

SECTION 2 - STEPS

a) First Step

1. Any employee having a grievance in connection with his work shall see his immediate foreman and may request representation for the purpose of settling a specific grievance.
2. If requested, the immediate foreman will send promptly for the designated Steward without further discussion of the grievance.
3. Upon arrival of the Steward, the employee will state his grievance to the Steward.
4. Then the Foreman, the Steward, and the employee will discuss the grievance and shall endeavour to equitably settle it.

b) Second Step

1. If the grievance is not resolved within two (2) days, it may be reduced in writing on a form provided for that purpose, signed by the Griever and the Steward, and served to the Foreman.
2. The Business Unit Manager will arrange a meeting to be held within three (3) days from receipt of the written grievance referred to above.
3. This meeting will be attended by the Business Unit Manager, a Committee member, the Steward, the Foreman, and the aggrieved employee.

ARTICLE 4

4. A written answer will be given to the Committee Member within two (2) working days following this meeting.

c) Third Step

1. If the grievance is not satisfactorily resolved in Step 2, it may be appealed to the Vice President of Operations as applicable within five (5) days of the receipt of the written answer mentioned in Step 2 (4) above.
2. The Chairman will advise the Vice President of Operations as applicable in writing of such appeal.
3. The notice of appeal will define the issue involved, giving the Union intentions and purpose as completely as possible. A meeting shall be arranged between Management and the Union within fifteen (15) days after notice of appeal, unless otherwise agreed to between the Company and the Union. Management shall be represented by the Vice President of Operation, the Business Unit Manager, the Human Resources Manager, or their Nominees. The Union shall be represented by the Shop Committee and the National Representative as herein defined, or their Nominees.
4. A written answer by the Company will be given at this step within five (5) days after the meeting.
5. A "Policy Grievance" is defined as one which alleges a misinterpretation or violation of a provision of this Agreement and which could not otherwise be resolved at lower steps of the grievance procedure because of the nature or scope of the subject matter of the grievance. A policy grievance shall be submitted **only** the Shop Committee Chairman and shall be dealt with at Step 3 of the grievance procedure.

SECTION 3 - TIME LIMIT

- a) Any grievance not taken up with the employee's Foreman within ten (10) days after the occurrence of the incident or complaint became known or should have become known to the employees, cannot be processed through grievance procedure.

ARTICLE 4

- b) Any case not taken beyond the completion of Step 1, 2 and 3 within the time allowed for appeal shall be considered settled.
- c) All reference made to the number of days of time limit, unless otherwise specified, in the different steps of the grievance procedure shall exclude Saturdays, Sundays and holidays.
- d) The settlement of a written grievance in any of the steps of the grievance procedure shall prevent the grievance from being processed further.
- e) Time limits referred to in Article 4 may be extended by mutual agreement and must be specified in writing.

SECTION 4 - GRIEVANCE PROCEDURE

Union representatives may receive, discuss and handle grievances (as provided in this Article) on the premises of the Company during working hours, except where any such activities unreasonable interfere with their work. A Union representative will be permitted to leave his work, after securing permission of his immediate foreman, for the purpose of adjusting grievances in accordance with this Article. Such permission will be granted as soon as possible, but in no event will the permission be delayed beyond two (2) hours from the time the request was made, exclusive of work related emergencies. Should the request be made during the last two (2) hours of the shift and the Supervisor cannot grant permission before the end of the shift, permission will be granted within one (1) hour of the starting time of the Steward's next scheduled shift. Union representatives will return promptly from a grievance adjustment and report to his Foreman.

SECTION 5 - GRIEVANCE TIME

Union representatives or employees who are required either by the Company or the Union to attend grievance meetings as provided in Article 4, shall not suffer any loss of pay for time spent during their regularly scheduled working hours in settling grievances with the Company under this Article.

ARTICLE 4

SECTION 6 - DISMISSAL OR SUSPENSION (PROCEDURE)

- a) When an employee working in the plant is removed from his job because of dismissal or suspension. he **shall** be entitled to see the Shop Committee Chairman or his designee for a reasonable period of time before leaving the plant as arranged by the Company.
- b) Should a permanently discharged employee wish to dispute the Company's action. such grievance will be tiled at Step 3 of the grievance procedure and processed from that point.

ARTICLE 5 ARBITRATION

SECTION 1 - REQUEST FOR ARBITRATION

Should the parties fail to reach agreement in the final step of the grievance procedure. either the Union or the Company may then give written notice that the grievance be submitted for settlement to a single arbitrator. Such notice must be given within thirty (30) calendar days after receipt of the written answer from the Company as provided for in item 4, Section 2 (c). Article 4 (Grievance Procedure): otherwise the grievance shall be considered settled.

SECTION 2 - ARBITRATION

Within five (5) working days after either party notifies the other of its need to arbitrate. the party requesting arbitration will submit a list of three (3) arbitrators for consideration. Within five (5) working days from receipt of the list of recommended arbitrators. the other party will either accept one arbitrator from the list or submit a list of three (3) arbitrators to the aggrieved party for consideration. If no single arbitrator can be agreed on from the list within five (5) working days. either party may request the Ontario Minister of Labour to name an arbitrator.

ARTICLE 5

SECTION 3 - ARBITRATION EXPENSES

The Company shall pay the Griever and the Plant Union Chairman, at their regular rate of pay for normal working hours, to attend arbitration. The Company and the Union shall each bear its own separate cost of arbitration, and the expense of its own representative. The expense and fees of the single arbitrator shall be borne equally by the Company and the Union.

SECTION 4 - ARBITRATORS FUNCTION

The decision of the single arbitrator shall be final and binding upon both parties. The single arbitrator shall not have the right or power to add to, take away, amend, modify, change or disregard any of the provisions of this Agreement, and he may consider and decide only the particular grievance presented. The single arbitrator, however, in respect of a grievance involving a penalty, shall be entitled to modify such penalty as in the opinion of the single arbitrator is just.

ARTICLE 6

HOURS OF WORK OVERTIME AND PREMIUM PAY

SECTION 1 - NORMAL HOURS

- a) A work week for payroll purposes shall be a one hundred and sixty-eight (168) hours period beginning at 11:00 p.m. Sunday and ending at 11:00 p.m. the following Sunday.
- b) The normal scheduled work week shall consist of five (5) consecutive eight (8) hour days, beginning as defined in part (a).
- c) Certain employees, by agreement between the parties hereto, may have a scheduled work week starting on a day other than Monday which shall be considered the scheduled work week for these employees for the computation of overtime and premium pay.
- d) The work day, for payroll purposes, shall be a twenty-four (24) hour period commencing at 11:00 p.m. and ending at 11:00 p.m. the following day.

ARTICLE 6

- e) The normal shift shall be eight (8) hours with a half hour non-paid lunch period.

7:00 a.m. to 3:30 p.m.

3:30 p.m. to 12:00 midnight

or

3:45 p.m. to 12:15 a.m.

- (e-1) Certain employees may be scheduled for eight (8) hour shifts which will include a twenty (20) minute paid lunch period. The normal shift shall be:

7:00 a.m. to 3:00 p.m.

3:00 p.m. to 11:00 p.m.

11:00 p.m. to 7:00 a.m.

- (e-2) Certain employees in the Manufacturing and Skilled Trades may be scheduled for ten (10) hour shifts (Monday through Thursday) with a half hour non-paid lunch period.

3:45 p.m. to 2:15 a.m.

During the life of this Agreement, should it warrant the Company to return to the eight and one-half (8-1/2) hour work day in one or more of the following departments: 1. Warehouse and Manufacturing Department, and 2. Skilled Trades; the department will revert back to the eight and one-half (8-1/2) hour work day as specified in the Collective Agreement.

- f) Certain employees, by agreement between the parties hereto, may work shifts other than those mentioned in part (e) which shall be considered the scheduled shift for these employees for the computation of overtime and premium pay.
- g) Changes in the normal hours defined in this Section may be made only after agreement between the Company and the Union.

SECTION 2 - OVERTIME AND PREMIUM PAY

- a) The rate of one and one-half (1-1/2) times the regular rate of pay shall be paid in each of the following instances:

ARTICLE 6

1. For all work performed in the excess of eight (8) hours in any work day within a work week.
 2. For all work performed on Saturday for those employees whose normal scheduled work week is defined in Section 1 (b) of this Article.
 3. For any of the designated hours worked on a holiday as herein-after defined, in addition to the straight time holiday rate.
 4. An employee required to work on his regularly scheduled day or days off shall not be required to lay off during the same work week in lieu thereof, nor shall he be required to lay off to compensate for accumulated overtime during the work week.
- b) The rate of two (2) times the regular rate of pay shall be paid in the following instances:
1. For all time worked in excess of forty-eight (48) hours within a work week as heretofore defined.
 2. For all time worked on Sunday for those employees whose normal scheduled work week is defined in Section 1(b) of this Article.
 3. For all time worked on the seventh day for those employees who have a scheduled work week as defined in Section 1 (c) of this Article.
 4. For all time worked in excess of the designated hours of a holiday, as hereinafter defined, in addition to straight time rate.

SECTION 3 - REPORTING PAY AND CALL-IN PAY

- a) Reporting Pay - An employee who reports for work on his regular shift and there is no work available shall be paid a minimum of five (5) hours pay at his regular rate.
- b) Call-in Pay - An employee who is required to and reports for work outside his regular hours shall be paid a minimum of four (4) hours pay at the rate of time and one-half (1-1/2).

ARTICLE 6

SECTION 4 - PYRAMIDING OF PREMIUM

Allowance of overtime or premium pay on any hour for which an employee receives overtime or premium compensation eliminates that hour for consideration for overtime or premium compensation on any other basis. If time worked falls under two or more overtime and/or premium pay classifications, the higher rate shall prevail.

SECTION 5 - OVERTIME ASSIGNMENT

Daily overtime required in any departmental classification shall first be offered to an operator in that classification regardless whether an upgraded employee performed the job during the normal working hours. However, if no classified employee is available for the daily overtime, then the senior non-classified operator who has the ability to do the work without training will be offered the overtime.

Any overtime worked in an upgrade classification will be charged against the employee's normal classification for purposes of overtime equalization. Scheduled overtime will be worked in the normal classification.

Overtime work will be given only to those employees who have the ability to do the work and are available in the department when the assignments are made.

It is recognized that situations will arise which necessitate overtime work in order to maintain essential services vital to the well-being of the Company. For that reason, the Company and the Union agree that employees, upon being notified four (4) or more hours prior to the start of overtime work, may be required to work the scheduled overtime hours.

However, the Company recognizes that classified employees may not be available to work the scheduled overtime. The Union and Company, therefore, agree that classified employees from the opposite shift will be offered the scheduled overtime.

ARTICLE 6

If there is still not enough classified employees to perform the scheduled overtime, the senior non-classified employee working on that shift, who has the ability to perform the job without training, will be offered the overtime. If no non-classified employee working on that shift is available, who has the ability to perform the job without training, then the junior employee working in that classification may be required to work the scheduled overtime on that shift.

The Company will exercise its right to schedule overtime in good faith and not as a subterfuge to circumvent the recall of a laid off employee.

ARTICLE 7 WAGES

SECTION 1 - WAGE RATES

The wage rates which shall be effective during the term of this Agreement are set forth in Appendix A, attached, and made a part thereof. Those rates set forth in Appendix A shall be made effective as of the dates so indicated.

SECTION 2 - TEMPORARY ASSIGNMENTS

Employees shall receive the rate of pay for a job classification only while working in such job classification. When an employee is transferred out of line of seniority, from his regular job classification to another job while his regular job is working, such employee will be paid the rate applicable to the job to which transferred, or at his regular job classification rate whichever is higher. Pay will be based on a minimum of two (2) hour periods.

SECTION 3 - NEW JOBS

When a new job is created or where an old job has its basic work content so materially changed as to be in actuality a new job (hereinafter referred to as a new job), the Company shall establish a job title and rate of pay which will be designated as temporary. The new job rate will be considered temporary for a period of thirty (30) calendar days following the date of notification to the Union. During **this** period, but not thereafter, the Union may request the

ARTICLE 7

Company to negotiate the job rate, and the Company will arrange to hold a meeting within thirty (30) calendar days **of** receipt of the request.

The negotiated job rate, if higher than the temporary job rate, shall be applied retroactively to the date **of** establishment **of** the temporary rate. If no request has been made by the Union to negotiate the job rate within a thirty (30) calendar day period, the temporary job rate shall become a part **of** the wage structure. If the parties are unable to agree on a **job** rate for a new job, the disputed rate will be treated **as** a grievance and shall **be** filed at Step 3 of the grievance procedure and processed at that point as a regular grievance.

ARTICLE 8 HOLIDAYS

SECTION 1 - HOLIDAYS

HOLIDAYS	HOURS	HOLIDAYS	HOURS
New Year's Day	8	Thanksgiving	8
Good Friday	8	Remembrance Day	8
Easter Monday	8	Pre-Christmas	8
Victoria Day	8	Boxing Day	8
Dominion Day	8	Christmas Floater	8
Civic Holiday	8	Christmas Floater	8
Labour Day	8	New Year's Eve	8

a) Christmas Holiday Shutdown Observance

	1994	1995	1996
Remembrance Day	Nov. 11	Nov. 10	Nov. 11
Pre-Christmas	Dec. 26	Dec. 25	Dec. 24
Christmas	Dec. 27	Dec. 26	Dec. 25
Boxing Day	Dec. 28	Dec. 27	Dec. 26
Christmas Floater	Dec. 29	Dec. 28	Dec. 27
Christmas Floater	Dec. 30	Dec. 29	Dec. 30
New Year's Eve	Jan. 2/95	Jan. 1/96	Dec. 31
New Year's Day	Jan. 3/95	Jan. 2/96	Jan. 1/97

ARTICLE 8

- b) During the Christmas shutdown, for employees who do not meet the qualifications under Section 3 (b) of this Article, the disqualification of holiday pay will be limited to one (1) holiday.

SECTION 2- HOLIDAY OBSERVANCE

Should a holiday fall on Saturday or Sunday, the following Monday shall be considered the holiday. The straight time hours so paid will be considered as hours worked within the work week in which the holiday occurs in the computation of overtime for such work week.

SECTION 3 - HOLIDAY PAY

The Company will pay employees for the above holidays at their straight time rate for the hours as designated. To be eligible to receive holiday pay, the following conditions must be met:

- a) Must have completed the probationary period previous to the day on which the holiday occurs.
- b) Must have worked the full scheduled shift on the working day immediately preceding the day observed as the holiday and the full scheduled shift on the working day immediately following the day observed as the holiday. Excepted:
1. Legitimate lateness
 2. Employee is on vacation
 3. Employee is serving jury duty
 4. Lateness not in excess of four (4) hours
- c) **Is** not absent in excess of thirty (30) days due to occupational or non-occupational illness or injury.
- d) **Is** laid off less than ten (10) working days.

ARTICLE 8

- e) **Is** absent not in excess of bereavement leave, as defined thereafter.

An employee who is scheduled to work on a holiday and fails to report shall receive no pay for the holiday unless he can give just cause for being absent. Holidays will be considered to run for a consecutive twenty-four (24) hour period, beginning at 7:00 a.m. and ending at 7:00 a.m. the following day. However, if an employee is required to report for work starting prior to 7:00 a.m., the holiday shall commence at the hour the employee began.

ARTICLE 9 VACATION

SECTION 1 - VACATION ENTITLEMENT

All employees who qualify as hereinafter set forth and in addition are on the seniority list as of June 1st of the calendar year in which the vacation falls, shall be granted vacation pay as follows:

The vacation plan will be as follows: For each week of vacation leave an employee shall receive forty (40) hours pay at his classified rate, at the time the vacation is taken, or 2% per week of vacation entitlement based on the previous vacation year's earnings, whichever **is** the greater; except with respect to employees who have worked less than three hundred (300) hours in the twelve month period preceding May 31st; they **shall** receive a pro rata payment of 4%, 6%, 8%, 10%, 12%, as applicable to total earnings for the twelve (12) month period preceding May 31st. Employees who have worked less than three hundred (300) hours may elect to remain at work and receive the applicable percentage payment without taking any time off. Payment is to be made when requested by the employee during the vacation period.

- a) Employees who have less than one (1) year of seniority as of and including May 31st shall receive four percent (4%) of their total earnings for the period following their date of hire through May 31st.

ARTICLE 9

- b) Employees who have one (1) or more years, but less than five (5) years of seniority as of and including May 31st, shall receive two (2) weeks regular pay, and shall be entitled to two (2) weeks vacation time off. Employees shall receive a vacation pay of not less than four percent (4%) of their total earnings.
- c) Employees who have five (5) or more years, but less than ten (10) years of seniority as of and including May 31st, shall be entitled to three (3) weeks vacation time off. Employees shall receive a vacation pay of not less than six percent (6%) of their total earnings.
- d) Employees who have ten (10) or more years, but less than eighteen (18) years seniority as of and including May 31st, shall be entitled to four (4) weeks vacation time off. Employees shall receive a vacation pay of not less than eight percent (8%) of their total earnings.
- e) Employees who have eighteen (18) or more years, but less than twenty-three (23) years of seniority as of and including May 31st, shall be entitled to five (5) weeks vacation time off. Employees shall receive a vacation pay of not less than ten percent (10%) of their total earnings.
- f) Employees who have twenty-three (23) or more years of seniority as of May 31st, shall be entitled to six (6) weeks vacation time off. Employees shall receive a vacation pay of not less than twelve (12%) of their total earnings.
- g) Employees entitled to vacation time off as provided herein are required to take such vacation time off.

SECTION 2 - VACATION PLAN

Vacations shall be scheduled and taken in the vacation year, between June 1 and April 30, and under no circumstances may an employee's vacation or vacation pay be postponed to another vacation year and thereby made accumulative.

ARTICLE 9

Vacation will, *so* far as possible, be granted at times most desired by the employees in accordance with seniority, but the final right to allotment of vacation periods *is* reserved to the Company *so* as to ensure the orderly operation of the business.

The Company will notify the Union by March 1st preceding the vacation period (June 1 - April **30**) whether or not any department will shut down for vacation. The Company will endeavour to, but not guarantee to, determine prior to March 1st whether or not any department will shut down for vacation and notify the Union. Should a department be shut down for vacation, employees not eligible for a vacation will be transferred to another department, if work is available, or if work is not available will be laid off.

SECTION 3 - METHOD OF PAYMENT

All employees entitled to vacation time off under Article 9 shall be paid their vacation pay upon starting their vacation, but only in an amount which covers the vacation period being taken at that time.

In addition, employees entitled to vacation time off during the vacation year shall receive a \$100.00 vacation bonus during the first week of June of the vacation year.

SECTION 4 - TERMINATION BENEFIT

Notwithstanding the above, any employee who terminates shall receive his regular vacation pay, if not previously received, plus any vacation pay earned in the year of termination computed from June 1st of the current vacation year to the date of termination, both dates being inclusive and based on the same percentage as his regular vacation pay. Any vacation pay due will be paid at the time he receives his final pay.

SECTION 5 - PAID ABSENCE ALLOWANCE

a) Each employee who has a vacation entitlement of four (4) weeks or more, as of the date of vacation eligibility (June 1st of the calendar year) shall be entitled to receive paid absence allowance in lieu of a certain portion of their regular vacation entitlement, according to the following terms and conditions:

ARTICLE 9

For an Eligible Employee With a Regular Vacation Entitlement of	Maximum Amount of Absence Allowance	Balance of Regular Vacation Entitlement
4 Weeks	40 Hours	3 Weeks
5 Weeks	80 Hours	3 Weeks
6 Weeks	120 Hours	3 Weeks

b) Should the Company announce an annual shutdown in excess of three (3) weeks, for any department, then the maximum amount of paid absence allowance for the affected eligible employees shall be decreased by a corresponding amount of time; e.g. an additional one week of shutdown would reduce an employee's maximum paid absence allowance by forty (40) hours.

:) An eligible employee may use a portion of his/her paid absence allowance following the date of eligibility (June 1st of the calendar year) provided the employee's absence from work is requested in advance and approved by the Company. Such time off will be for 1/2 day of full day (when not receiving Sickness & Accident Benefits) for personal business or a leave of absence for vacation purposes. The Company will not be obliged to approved more than five (5) employees for paid absence allowance on any given day.

) All paid absence allowance is deemed to be vacation pay as an agreed condition by the Company and the Union for the establishment of a paid absence allowance provision under this Collective Agreement.

An employee may elect to defer payment for an approved absence, in which event the employee's amount of unused paid absence allowance will not be affected. An employee who has not used his entire paid absence allowance by the following May 1st after the date of eligibility (June 1st of the previous year) will be required to take the unused portion of his allowance as vacation time off with pay during the month of May.

ARTICLE 9

SECTION 6 - VACATION AND TRAINING REPLACEMENTS

- a) Employees employed to replace permanent employees for vacation replacement will be assigned to that shift for a period not to exceed 60 working days.
- b) Employees hired for vacation replacement are paid the contract rate, but will not accrue any seniority or receive Company benefits, except as required by law. If a vacation replacement employee is hired as a permanent employee, his date of hire shall be the date hired as a permanent employee. However, if the vacation replacement employee is hired as a permanent employee within the same calendar year, his days worked during that calendar year shall be credited toward his probationary period.
- c) The Company may replace employees who are off their regular job or training for not more than five (5) consecutive working days with replacement worker hired on the same basis as in (b).

ARTICLE 10 SENIORITY

SECTION 1 - DEPARTMENTS

For the purpose of seniority application, the Company will recognize two (2) departments:

- 1) Manufacturing and Warehouse (Plant)
- 2) Skilled Trades (Tool, Die and Maintenance)

SECTION 2 - SENIORITY DATE

Seniority shall be from the employee's original date of hire, broken only by voluntary quit or rightful discharge. Seniority shall be computed from date of hire, and newly hired employees will be required to ring in intermittent and will be given a seniority number. Seniority shall be departmental, except as otherwise noted in this article.

ARTICLE 10

SECTION 3 - SENIORITY AND EMPLOYMENT TERMINATION

An employee's accumulated seniority and employment shall be terminated for any one of the following reasons:

- a) Quits for any reason.
- b) Dismissed or discharged for just cause.
- c) Is absent three (3) consecutive work days without notice to the Company, or does not report for work after informing the Company of his intention to do so, unless he furnishes reasons satisfactory to the Company for such failures.
- d) Overstays an approved leave of absence, without furnishing reasons satisfactory to the Company.
- e) Fails to report for work within five (5) calendar days after receiving a registered letter of recall to work from the Company as provided in Article 10, Section 9.
- f) Working elsewhere while on leave of absence, unless agreed to by the parties.
- g) Has been laid off for a period of time equal to his length of service, without being recalled to work.
- h) Has been off due to sickness or accident under doctor's care or on compensation for a period of time equal to his length of service, without returning to full-time work.

SECTION 4 - SENIORITY AND STATUS INFORMATION

A seniority list showing the seniority of each employee in the bargaining unit will be furnished to the Union quarterly, and changes submitted monthly.

SECTION 5 - PROBATIONARY PERIOD

The Company shall have the right and be free to release or discharge an employee on probation within the limitations of this Section. After a new employee has worked thirty-five (35) days in any calendar year, his name shall be placed on the seniority list.

Probationary employees hired for a permanent job will be assigned to the afternoon shift from the date of hire, except in the case of Skilled Trades, unless there is specific training required on the day shift.

ARTICLE 10

SECTION 6 - COMMITTEE SENIORITY

The employee members of the Shop Committee shall head the seniority list during their term of office for layoff and recall purposes only.

SECTION 7 - SENIORITY PREFERENCE

The Company and the Union agree that the use of seniority for a selection of jobs within a job classification on a seniority basis will not be permitted.

The Company shall choose employees for the purpose of taking inventory based on ability to inventory regardless of their seniority status.

SECTION 8 - LAYOFFS

a) In the event of a reduction of work resulting in a layoff to employees, probationary employees shall be laid off first. Thereafter, when an employee in a department is laid off three (3) working days or less in any calendar year, he shall not be allowed to transfer regardless of the factors causing the layoff. If it is known that layoff is to be for a period of more than three (3) working days in any calendar year, plant-wide seniority will be applicable immediately, except during a defined inventory period. The employee may, on the second work day after he gives written notice of his intention to bump, exercise his right of seniority by displacing the least senior employee whose work he is capable of performing on a plant-wide seniority list. The Company will notify the Union on the third day in advance of anticipated layoffs, but such advance notice is not required for such items as covered in 8 (b).

b) Emergencies, Breakdowns, Utility Failures, Acts of God. In the case of equipment breakdowns, utility failures, acts of God, or other similar emergencies, the Company will retain the right to lay off, for not more than three (3) consecutive working days, all employees affected regardless of their seniority status and with the following designated areas:

- Manufacturing and Warehouse Department
- Skilled Trades and Maintenance Department

SECTION 9 - RECALLS

Before any new employees are hired, employees with seniority will be recalled to jobs which they can perform in accordance with their seniority status. Skilled trades will be recalled by classification. When an employee is laid off for any reason, such employee shall receive notice by registered mail or telegram to return to work, and will have five (5) working days to return to work before being removed from the seniority list, unless unable to report for reasons beyond his control. The employee's last address on the Company's records is to be used for notification as outlined in this Section. It shall be the individual employee's responsibility to keep the Company informed as to his proper address and telephone number.

SECTION 10 - SENIORITY - ACCUMULATION

- 1) An employee shall accumulate seniority while laid off, sick, injured, or while on an approved leave of absence, except as otherwise agreed between the parties.
- 2) In order to maintain an adequate supervisory staff during a vacation period or in case of emergency, it is agreed that the Company may promote any employee to a supervisory capacity for a period not exceeding 60 working days in any calendar year without loss of seniority or classification status to the employee.

ARTICLE 11 JOB SYSTEM

SECTION 1 - JOB POSTING

When new job classifications are created or job vacancies occur in the bargaining unit and the Company desires to fill such jobs, the senior employee shall be given preference for promotion or transfer to jobs consistent with the ability to perform the services required. When a senior employee bidding on the job vacancy does not have the ability to perform the services required, he shall be given a fifteen (15) day training test on the job to assess his ability for the promotion or transfer.

ARTICLE 11

Upon completion of the test the Company will inform the employee of the results.

When the Company desires to fill a job vacancy, such fact will be posted on the bulletin board three (3) working days. Employees on the active payroll making written application during this three (3) day period will be considered in accordance with this paragraph. The Company shall endeavour **to** notify absent employees, having status senior to the senior bidder, of the impending job vacancy.

When requested, the Company will forward to the Union a copy of the job posting and the name of the successful bidder.

SECTION 2 - SUCCESSFUL BIDDER

A bid award must be accepted by a successful bidder and such employee will not be permitted to bid on another job vacancy for a period of four (4) months.

Should an employee who is successful in bidding fail to make good on the job within twenty (20) calendar days, he shall be returned to his previous job classification, and shall not be eligible to bid on other openings for a period of four (4) months from the date he was accepted for the job. The Company in such case shall post the job so vacated. Should the job become redundant, the employee will be eligible to bid.

Should an employee elect to leave a classified job after four (4) months or more, **he** will not be allowed to bid into the same job classification for sixty (60) calendar days from the date he left the job classification.

Should an employee who is successful in bidding elect to leave the new job within five (5) work days, he shall be returned to his previous job classification and shall relinquish bidding rights for forty-five (45) calendar days. The Company shall **then** have the right to fill the vacated job by selecting the next qualified bidder from the original job bid.

ARTICLE 11

SECTION 3 - TEMPORARY UPGRADING

In the event a Temporary vacancy occurs in a job classification and the Company desires to fill such vacancy, the job will be filled in the following manner: Persons downgraded from the classified job who are working on the shift on which the Temporary Vacancy occurs shall be upgraded in the reverse order of their downgrade.

Persons on the Temporary Upgrade list for the classified job on their shift shall be assigned to temporary vacancies in order of seniority provided that: (i) a person who refuses three (3) times in a row shall be dropped from the list for one (1) year. (ii) if all persons on the list refuse the most junior person(s) on the list may be required. (iii) if there is no one on the list at work the company shall assign the work at its discretion.

The Temporary Upgrade List shall be established once per year for each classified job on each shift. Persons who are Machine Operators on the shift may apply and will be selected by seniority from the qualified applications. The Company shall determine who is qualified and shall review this with the Union if there is a question. An employee may be on more than one Temporary Upgrade List.

Should there be more than one (1) Temporary Upgrade in any classification within the same Department, upgrading from the Temporary upgraded position will be governed by Seniority and time proven ability of remaining upgraded employees to do all the normal functions of the job to the company's satisfaction.

Upgraded employees not having the proven ability to do the normal functions of the upgraded job will be downgraded first, regardless of seniority.

When an employee is downgraded to machine operator their name will automatically be added to the Temporary Upgrade List(s) for which they are qualified.

SECTION 4 - TEMPORARY (DEFINITIONS)

"Temporary" is defined as:

A job which is vacant because the employee normally performing the job is temporarily absent due to reasons as provided for in this Agreement.

ARTICLE 11

- b) A job vacancy which is anticipated to operate for a limited period. However, in no event shall the Company assign a temporarily upgraded employee to such vacancy for a period in excess of sixty (60) calendar days without processing such job through the bidding procedures as provided herein.
- c) A new job classification while it is being established. However, the job must be posted and filled by the job posting procedure within sixty (60) calendar days.

SECTION 5 - DOWNGRADING

In the event of a decrease in the work force within a Job Classification, Downgrading will occur in the following manner.

Manufacturing/Warehouse Departments

Should a reduction in the work force occur in any of the job classifications, those employees temporarily assigned to the classification in line of seniority and then those employees with the least seniority working within the classification in line of seniority in the department will be downgraded to the Machine Operator Classification. Persons downgraded from a classified job shall, in reverse order of the downgrade, unless they have subsequently successfully bid for another classified job, be upgraded to that job before a permanent vacancy is posted under Article II section 1 provided the vacancy occur within six (6) months of the employees downgrade.

SECTION 6 – JOB SYSTEM SKILLED TRADES

- a) The job functions in the Skilled Trades Department will consist of the following classifications:
 - 1. General Maintenance and Machine Mechanical
 - 2. Electrical General Maintenance
 - 3. Toolmaker
- b) A tradesman is expected to perform the various duties generally accepted as part of his classification and to function when needed and assigned, in an integrated manner between other trade classification and is expected to perform various duties within the other skilled trades classification, although it is expected that a tradesman be fully conversant with all aspects of the various duties.

ARTICLE 11

- c) The shift transfer opportunity of Skilled Tradesmen from one shift to another within the Skilled Trades Department will be based solely on the need or skill and classification by seniority as determined by the Company.
- d) Layoffs and recalls within the Skilled Trades Department will be based solely on the need or skill and classification by seniority as determined by the Company.

SECTION 7 - DISABLED EMPLOYEE

To allow a classified employee who has been off due to sickness or accident under a doctor's care or on compensation for a period not exceeding his length of service, without losing his classification on returning to work, the parties agree as follows:

- a) Under the above conditions, the Company will use the temporary upgrading procedure as outlined in Article 11, Section 3 in the Collective Agreement for a period not exceeding sixty (60) calendar days.
- b) If after sixty (60) days, the classified operator has not returned to work, the Company will notify the Union and post a temporary job posting. The temporary job posting will follow the same procedure as outlined in Article 11, Job System, Section 1 and Section 2.
- c) If no employee bids for the temporary job posting, the Company will reserve the right to continue upgrading regardless of the sixty (60) calendar days.
- d) The employee affected by his own medical absence. upon returning to work, will replace the employee who is performing the temporary classified assignment only if he is physically capable of doing so. The temporary classified operator will be downgraded to the Machine Operator classification and placed on a shift commensurate with his seniority.
- e) If for any reason the employee affected by his own medical absence is medically unable to perform his classified job or has his seniority rights terminated, the Company will use the job posting provisions of Article 11, Section 1 to rebid the job.

- f) Any employee performing a temporary classified assignment during a reduction in the work force affecting that classification will be downgraded to the Machine Operator classification before any classified man performing the same classification on the shift, regardless of his seniority. Further, when the classified employee affected by his own medical absence returns to work, and due to a prior reduction in the work force in that classification causing the temporary classified employee to be downgraded, will have the right to displace the junior classified operator on his shift in that classification provided he is able to perform the job. The displaced junior classified operator will be downgraded and placed on a shift commensurate with his seniority. However, if the returning classified operator is unable to perform the job or has insufficient seniority to replace a junior classified man in the same classification on his shift, he will be downgraded to the Machine Operator classification and placed on a shift commensurate with his seniority.

SECTION 8 - SHIFT TRANSFERS

- a) Shift opening opportunities for Machine Operators Classification shall be posted for three (3) working days on the bulletin board. Only employees working in the plant at the time of the opportunity, who have made application in the usual manner within the posting period, will be considered for transfer.
- b) Preference will be given to eligible applicants in the order of their seniority. In case there are both shift preference applicants and applicants pursuant to the job position of Section 1 of this Article, preference will be given to applicants in the order of their seniority.

- c) The successful applicant will not be transferred until the Company has determined and is satisfied that his replacement is performing the job safely, efficiently and productively.
- d) In the event there are not qualified applicants for Machine Operator vacancies, the least senior Machine Operator shall be required to transfer.
- e) The parties recognize it is necessary to have capable and experienced classified employees on all shifts.
- f) In the event there are no qualified applicants for the classified vacancy or in the event the successful applicant for the classified vacancy is a job bid applicant pursuant to Section 1, the least senior employee working in that same classified job shall be required to temporarily transfer for a period not to exceed twenty (20) days in calendar year. After this twenty (20) days the Company will consult with the Union and if there is no agreement, shall hire from outside.

ARTICLE 11

SECTION 9 – JOB ROTATION FINAL LINES

The rotation of employees through the respective work areas will take place as close as possible to or at lunch time.

Productivity and efficiency of the Company's production and packing lines are of prime importance, and production rates must always be maintained.

ARTICLE 12 GENERAL PROVISIONS

SECTION 1 – BULLETIN BOARDS

The Company agrees to provide three (3) bulletin boards for the exclusive use of the Union in posting notices of Union activities which have received the prior approval of the Company.

SECTION 2 – HEALTH AND SAFETY

- a) The Company shall continue to make reasonable provisions for the safety and health of the employees during the hours of their employment. As determined by the Company, protective devices and other equipment necessary to properly protect employees from injury shall be provided. **All** employees shall be required to conform to **all** reasonable rules and regulations that pertain to health and safety.
- b) Any employee absent for one (1) month or more for any reason shall take a physical examination at the Company's request and expense prior to returning to work.

ARTICLE 12

SECTION 3 - SUPERVISORS

No supervisor or other salaried employee shall be permitted to perform the work of a bargaining unit employee, except for the purpose of instruction, experimental work or in the case of emergency, when a qualified hourly paid employee is not available in the plant to do the work.

SECTION 4 - PAY DAY

Employees will be paid weekly and the normal pay day shall be Thursday of each week for work performed during the previous week. Employees can be paid by direct deposit or cheque and shall receive their statement of earnings during the last five (5) minutes of production on Wednesday. An employee not at work may receive their statement at the pay office during office hours on Wednesday afternoon.

SECTION 5 - WASHUP AND REST PERIODS

- a) Employees having a work day as provided in Article 6, Section 1 (e) shall have a five minute wash period before lunch time and quitting time, but shall not leave their appointed working areas until the five (5) minute bell has sounded. Employees shall have a ten (10) minute rest period during the first part of the working shift and during the last part of the working shift.
- b) Employees having a work day as provided in Article 6, Section 1 (e-1) shall have a ten (10) minute rest period during the first part of the working shift and during the last part of the working shift.

SECTION 6 - NOTATION WARNING

Notations reporting written warnings, exclusive of violations of no strike provisions of this Agreement, which are not repeated within the period of one (1) year will be removed from an employee's record.

SECTION 7 - INSURANCE

The Company agrees to furnish each employee group insurance as prescribed in Appendix B annexed hereto and made part thereof.

SECTION 8 - LEAVE OF ABSENCE

- a) The Company will provide a leave of absence up to a maximum of four (4) weeks to a limited number of employees, determined by the Company, with three (3) or more years of service for the purpose of extending vacation time. It is understood that leaves can only be granted when it will not interfere with the operation or disrupt production.

It is further understood that said leaves will not be renewed during the subsequent two (2) year period. Leave of absence will only be considered when submitted in writing by April 15th in each calendar year on forms supplied by the Company.

- b) For other leave of absences not covered under Section 8 (a), the Company will grant this other leave of absence to a limited number of employees, as determined by the Company, for compassion and other reasons as defined and interpreted by the Company; with such reasons being satisfactory to the Company and provided the orderly operation of the Company is ensured. Such leave of absence will only be considered when submitted in writing ten (10) working days in advance of the requested period of leave of absence, on a form supplied by the Company. Employees who either falsify, misrepresent, or abuse a request for leave of absence or the leave of absence itself, regardless of any reason whatever it may be, and who fail to provide reason and proof satisfactory to the Company for their delay in returning as specified on the Leave of Absence form, shall be subject to immediate discharge without recourse, and the single arbitrator shall not have the right to modify such penalty. It is further understood that said leaves will not be renewed during the subsequent two (2) year period.

ARTICLE 12

- c) An employee in the bargaining unit who has been elected or appointed by the Union to attend Union conferences, conventions or meetings of the Union Executive Board. shall be granted a leave of absence to attend such functions provided at least five (5) working days prior notice is given to the Company. except in the case of emergency meetings when less notice shall be required. An employee elected to a Union office shall be granted leave of absence for one year upon giving reasonable notice.

SECTION 9 - BEREAVEMENT LEAVE

- a) In the event of the death of a member of the immediate family (wife. husband. son. daughter) of any employee who has served his probationary period. the employee shall, upon request. be allowed necessary time off from work for the purpose of making arrangements and/or attending the funeral. and shall be paid for four (4) days for such time lost from the normal work hours at his current classification rate. exclusive of overtime premium. Saturday and Sunday or the sixth and seventh work day for the employee. as defined in Article 6. Section 1 (c), and holidays are not considered as part of the four (4) bereavement leave days.
- b) In the event of the death of a member of the immediate family (mother. father. stepmother. stepfather, brother. sister. mother-in-law. father-in-law. grandchild, and in the case of stepchildren living at the employee's home or who are fully dependent on the employee for support) of any employee who has served his probationary period. the employee shall, upon request, be allowed necessary time off from work for the purpose of making arrangements and/or attending the funeral, and shall be paid for three (3) days for such time lost from the normal work hours at his current classification rate, exclusive of overtime premium. Saturday and Sunday or the sixth and seventh work day for the employee, as defined in Article 6. Section 1 (c), and holidays are not considered as part of the three (3) bereavement days.

ARTICLE 12

- c) In the event of the death of a grandmother or grandfather of any employee who has served his probationary period, the employee shall, upon request, be allowed the necessary time off from work for the purpose of making arrangements and /or attending the funeral, and shall be paid for two (2) days for such time lost from the normal work hours at his current classification rate, exclusive of overtime premium, Saturday and Sunday or the sixth and seventh work day for the employee, as defined in Article 6, Section 1 (c), and holidays are not considered as part of the two (2) bereavement leave days.
- d) Vacation, Worker's Compensation Plan Benefits, Sickness and Accident Plan Benefits, Jury Duty Leave or Leave of Absence for any reason other than bereavement and other similar matters are exclusive, and there shall be no addition to time or payment made.

SECTION 10 - JURY DUTY

The Company shall pay each employee called for jury service the difference between the jury pay received and his regular rate of pay for eight (8) hours for each day served. The employee will provide the Company with the proper authorization documentation of jury duty payment.

SECTION 11 - CONTRACT BOOKLETS

The Company will provide a copy of the current Collective Agreement to all active employees who have attained seniority.

SECTION 12 - WORK AVAILABILITY RE W.C.B.

The parties agree to discuss the availability of appropriate work for employees with compensable W.C.B. injuries.

ARTICLE 13 CONTINUITY OF OPERATIONS



During the life of this Agreement there shall be no strikes of any kind or any boycott, picketing, work stoppage, slowdown, or any other type of organized interference, coercive or otherwise, with the Company's business. During the life of this Agreement, the Company shall not lock out the employees because of a labour dispute with the Union.

ARTICLE 14 MODIFICATION

The provisions of this Agreement shall be conclusive as to all bargaining matters relating to wages, hours of work, and working conditions, except that rates of pay for new classifications will be established as provided in Article 7. Therefore the Company and the Union, for the lifetime of this Agreement, each agree that the other shall not be obligated to bargain collectively with respect to any such matter referred to or governed by this Agreement, unless the Company and the Union agree to alter, amend, supplement, enlarge, or modify any of its provisions. In the event any of the conditions of this Agreement shall be, or become, invalid or unenforceable by reason of any Dominion or Provincial law now existing or hereinafter enacted, or by reason of any court decision, such invalidity or unenforceability shall not affect the remainder of the provisions herein.

ARTICLE 15 DURATION

This agreement shall become effective on the 1st day of May 1994 and remain in full force and effective until 11:59 p.m. on the 30th day of April 1997 and shall renew itself from year to year thereafter unless written notice to terminate or amend this agreement is given by either party not more than ninety (90) but not less than thirty (30) days prior to the expiration date of any annual renewal thereof.

ARTICLE 15

IN WITNESS THEREOF, this 29th day of April 1994,
the parties hereto affix their signature.

MAREMONT EXHAUST PRODUCTS

M.E. Lawrie	General Manager
B.M. Luciani	Business Unit Manager

NATIONAL AUTOMOBILE, AEROSPACE AND
AGRICULTURAL IMPLEMENT WORKERS'
UNION OF CANADA (CAW - CANADA)
AND ITS LOCAL 252

H. Kyle	National Representative
G. Reader	Plant Chairman
P. Medved	Committee Member
P. Gallo	Committee Member
J. Miller	Committee Member

**APPENDIX A
WAGE RATE SCHEDULE**

MAY MAY MAY
1994 1995 1996

WAREHOUSING

Order Clerk	16.91	17.08	17.25
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MANUFACTURING

Machine Operator	16.66	16.83	17.00
Repair & Relief Person	17.01	17.18	17.35
Inspection.....	17.01	17.18	17.35
Stolp Operator	17.01	17.18	17.35
Stock Control	17.01	17.18	17.35
Paint Line Operator	17.01	17.18	17.35
Resonator Operator	17.01	17.18	17.35
Press Operator	17.06	17.23	17.40
Saw Cut Off Beading Operator.....	17.01	17.18	17.35
Bender Operator.....	17.02	17.19	17.36
Cut-to-length Shear	17.06	17.23	17.40
Production Welder.....	17.07	17.24	17.41
Setup Person	17.26	17.43	17.60

SKILLED TRADES

Building Mtce. & Oiling Services.....	17.01	17.18	17.35
Skilled Tradesperson	19.47	19.66	19.86

Skilled Trades Adjustment after increase May 1, 1995 \$0.10 increase per hour and May 1, 1996 \$0.10 increase per hour.

ATQPS BONUS

1% General Wage increase for each 25% of Plant Bargaining Unit which is certified effective at time of Certification.

HIRING PROBATIONARY PERIOD RATE

The hiring rate for skilled trades which will apply during the probationary period shall be \$0.20 below the job rate outlined in this Schedule.

For non-skilled trades, employees hired on or after June 1st, 1994 shall start at \$2.20 per hour below the job rates outlined in the Schedule. Upon completion of the probationary period, they shall receive a \$0.20 per hour increase. In addition, they shall receive a \$0.50 per hour increase after completion of each 26 weeks of service

APPENDIX A

until they reach the rate outlined in this Schedule. For purposes of this progression, a "week of service" shall include any week during which the employee receives pay from the Company for work actually performed.

SHIFT PREMIUMS

All Manufacturing, Warehouse, and Skilled Trades employees who are required to work on the afternoon shift as defined shall receive sixty cents (\$0.60) per hour in addition to their regular earnings for all hours worked on the afternoon shift.

APPENDIX B BENEFIT PLAN

Each employee shall be enrolled in the Company's various group insurance benefit plans when employed, and his insurance will become effective the month following the completion of the probationary period, provided he is working at that time. If he is not then at work, his insurance will become effective upon his return to work.

An employee who is entitled to insured benefits at the time of his layoff will continue to be covered by those benefits until the end of the second month following the month in which the layoff occurs.

The Company will pay the entire cost of premiums of the benefits for employees and dependents as described below. However, any reduction in the cost of the premiums, refunds, credits or any monies will be returned to the Company, regardless of any reason whatever it may be.

For employees who are off with occupational or non-occupational sickness or injury, the Company will pay benefits for a maximum of one hundred and four (104) weeks (2 years).

1. LIFE INSURANCE

Effective May 1st, 1991	\$30,000
Effective May 1st, 1992	\$40,000
Effective May 1st, 1993	\$50,000

2. ACCIDENTAL DEATH & DISMEMBERMENT

Effective May 1st, 1991	\$30,000
Effective May 1st, 1992	\$40,000
Effective May 1st, 1993	\$50,000

3. WEEKLY SICKNESS & ACCIDENT

- a) The weekly Indemnity Benefit for regular employees is the equivalent of the Unemployment Insurance Commission maximum weekly disability benefit. Coverage will be payable provided you have been seen by a doctor from the first (1st) day of absence due to the non-occupational accident, hospital confinement or outpatient surgery, and the fourth (4th) day due to sickness for a maximum period of fifty-two (52) weeks.
- b-1) Effective May, 1991, any employee remaining on sickness and accident benefits beyond the period of fifty-two (52) weeks, as specified in 3 (a) above, will have his payments reduced to one hundred and seventy-five dollars (\$175.00) per week for a further maximum period of fifty-two (52) weeks.
- b-2) Effective May 1, 1992, and employee remaining on sickness and accident benefits beyond the period of fifty-two (52) weeks, as specified in 3 (a) above, will have his payments reduced to two hundred dollars (\$200.00) per week for a further maximum period of fifty-two (52) weeks.
- b-3) Effective May 1, 1993, any employee remaining on sickness and accident benefits beyond the period of fifty-two (52) weeks, as specified in 3 (a) above, will have his payments reduced to two hundred and twenty-five dollars (\$225.00) per week for a further maximum period of fifty-two (52) weeks.
- c) The Union and employees agree that the Company is entitled to full employee/employer (12/12ths) Unemployment Insurance Commission Premium Reduction Benefit; such benefit to be used to maintain the U.I.C. maximum monthly payment equivalency.

APPENDIX B

4. MEDICAL BENEFITS

a) Ontario Health Insurance Plan (OHIP)

Blue plan protection for employees and dependents as specified in the plan.

b) Major Medical Insurance Plan

Additional coverage beyond OHIP protection referred to in 4 (a) above. A thirty-five cents (\$0.35) deductible drug plan card will take effect.

c) Dental Plan - Current O.D.A. Schedule

1. Effective May 1, 1991 basic type (Green Shield type Plus 1V) \$725 lifetime maximum **per** dependent child, 50% coinsurance.
2. Effective May 1, 1992 basic type (Green Shield type Plus 1V) \$850 lifetime maximum per dependent child, 50% coinsurance.
3. Effective May 1, 1993 basic type (Green Shield type Plus 1V) \$975 lifetime maximum per dependent child, 50% coinsurance.

Effective June 1, 1989 basic type (Green Shield type plus V) crowns and bridges lifetime maximum \$2,000, 50% coinsurance. Effective May 1, 1991 recall examinations will be covered once every six (6) months.

d) Vision Care

1. Effective May 1, 1991, coverage for **RX** glasses and lens benefit level \$185 maximum for each twenty-four (24) month period.
2. Effective May 1, 1992, coverage for **RX** glasses and lens benefit level \$215 maximum for each twenty-four (24) month period.
3. Effective May 1, 1993, coverage for **RX** glasses and lens benefit level \$245 maximum for each twenty-four (24) month period.

5. **HOSPITALIZATION** (Ontario)

- a) Compulsory coverage as required by the Ontario Hospital Insurance Commission.
- b) Semi-private hospitalization coverage effective June 1, 1976.

APPENDIX B

- c) Private hospitalization coverage is provided through the Major Medical Insurance Plan.

6. PENSION PLAN

- a) Effective May 1, 1992 an increase of \$1.00 per month per credited years of service to present retirees who retired prior to May 1, 1991.
- b-1) Effective May 1, 1994 an increase from the past and future benefit from twenty one dollars (\$21.00) to twenty two dollars (\$22.00) per month per credited years of services.
- b-2) Effective May 1, 1995 an increase in the past and future benefit from twenty two dollars (\$22.00) to twenty three dollars (\$23.00) per month per credited years of service.
- b-3) Effective May 1, 1996 an increase in the past and future benefit from twenty three dollars (\$23.00) to twenty four dollars (\$24.00) per month credited years of service.
- c) A 30 years service to age 60 and out provision.

7. BOOKLETS

The above outlines the principal features included in the insurance program, but it is not to be considered the contract of insurance. The Company will provide benefit booklets as normally supplied by insurance companies. The complete terms and conditions of these protections are set forth in the policies, certificates and/or plan of each of the insuring companies.

8. SAFETY SHOE PROGRAM

Effective May 1, 1991, the Company's contribution will be \$85.00 towards one pair of approved safety shoes per employee per calendar year.

9. SAFETY GLASS PROGRAM

Present Employees - Company contribution is 100% on initial pair of regular and RX safety glasses.

Safety Glasses - Replacement of RX lens once every year, if deemed necessary. Glasses to be supplied by Company optometrist only. For complete details refer to the program literature.

APPENDIX B

10. SPOT AND MULTISPOT PROTECTION

Company to contribute 100% of the cost on a maximum of five (5) aprons per year. In order for an employee to get a replacement apron, he must turn in the apron he intends to replace.

11. TOOL ALLOWANCE

- a) The Company agrees to make available through Central Stores one (1) set of metric tools selected by the Company should they become required. The set will include metric tools which are not normally provided by the skilled tradesman.
- b) The Company will provide protection against loss by fire only for recognized tools of skilled trades employees. The protection shall only cover those tools proven to be on the Company's premises at the time of the loss by fire and substantiated by an updated list which the employee must submit to his supervisor each and every time he brings his tools on the Company's premises. Reimbursement for such loss will be on the basis of replacement cost.
- c) The company will provide an annual tool allowance of seventy-five dollars (\$75) commencing June 1, 1991 for each skilled trades employee, providing such tools are required in the performance of their duties.

12. COVERALLS, SHOP COATS AND MIG WELDER JACKETS

- a) The Company will supply and maintain welding jackets for the Mig welders for the term of the Collective Agreement.
- b) The Company shall purchase and give to all members of the Skilled Trades Department two (2) pairs of coveralls or shop coats (or a combination of one (1) shop coat and one (1) coverall) for their use, and they shall be responsible for maintaining them, during the term of this Collective Agreement.

APPENDIX B

- c) The Company shall purchase and give to all classified setup employees in the Manufacturing Department, two (2) pairs of coveralls or shop coats (or a combination of one (1) shop coat and one (1) coverall) for their use, and they shall be responsible for maintaining them during the term of this Collective Agreement.

EXHIBIT I MEMORANDUM OF AGREEMENT

Mr. Hugh Kyle
National Representative
C.A.W.

Dear Mr. Kyle

Re: LAYOFF TRAINING

The Company and the Union wish to reduce to writing certain principles and understandings of an agreement to train certain senior employees affected by layoff and not qualified to displace junior employees in classified positions affected by the layoff.

1. The normal layoff procedure will be followed in all layoffs.
2. Employees laid off holding more seniority than employees in classified positions affected by the layoff will be the only employees considered eligible for such training opportunity.
3. The Company, during the layoff notice period, will train only two (2) eligible employees as outlined in (2) above for each classified position affected by such layoff (Skilled Trades positions and plant shutdown period excepted).
4. The most senior eligible employee as outlined in (2) above will be given preference of choice of the classified positions affected by the layoff, provided he has the seniority to bump into the affected classified position.

EXHIBIT 1

5. The training opportunity will not exceed up to fifteen (15) days worked on the position.
6. Employees not successful in the training opportunity will not be given any further training opportunities and **will** be laid off on their previous scheduled layoff date.
7. The Union and the employees agree that training will be provided on any shift and the selection of shifts will be at the discretion of the Company, and eligible employees will be required to train on such shift.
8. The Union and employees agree that the training rate will be fifteen cents (\$0.15) more per hour than the Machine Operator's base rate.
9. The agreement is effective only for employees affected by the first layoff during the specified term of the new Collective Agreement between the Company and the Union.

It is understood and agreed that the terms and provisions of this Letter of Understanding shall form part of the Collective Agreement between the Company and the Union for the term specified in the Collective Agreement dated July 1, 1989.

Mark Lawrie, Vice President, Operations
[Signature], Union Chairman

EXHIBIT 2
MEMORANDUM OF AGREEMENT

Mr. Hugh Kyle
National Representative
C.A.W.

Dear Mr. Kyle

Re: **JOB SYSTEM**

During the recent set of negotiations, the Union sought language which would allow the promotion or transfer of senior bargaining unit employees when filling permanent job vacancies.

The normal job posting procedure will continue. When no successful employees with the ability have bid on a job posting, the Company will train the senior bidder up to a maximum of fifteen (15) working days. While the employee is training on the job, he will receive a training rate of fifteen cents (\$0.15) per hour more than the Machine Operator's base rate. If the employee is trained prior to the fifteen (15) working days, he will receive the full rate of the job.

It is understood and agreed that the terms and provisions of this Letter of Understanding shall form part of the Collective Agreement between the Company and the Union for the term specified in the Collective Agreement dated July 1, 1989.

Mark Lawrie, Vice President, Operations
Union Chairman

EXHIBIT 3
MEMORANDUM OF AGREEMENT

Mr. Hugh Kyle
National Representative
C.A.W.

Dear Mr. Kyle

Re: EDUCATIONAL LEAVE

The Company agrees to pay into a special fund one cent (\$0.01) per hour per bargaining unit (C.A.W. Maremont Exhaust Products Unit of Local 252) employee, for all straight hours for the purpose of providing paid education leave. Said education leave will be for the purpose of upgrading 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., made payable to C.A.W. Leadership Training Program, P.O. **Box** 897, Port Elgin, Ontario N2H 200.

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 (20) 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 educational leave will continue to accrue seniority and benefits during such leave.

It is understood and agreed that the terms and provisions of this Letter of Understanding shall form part of the Collective Agreement between the **Company** and the Union for the term specified in the Collective Agreement dated July 1, 1989.

Mark Lawrie, Vice President, Operations
Peter E. [unclear], Union Chairman

EXHIBIT 4
MEMORANDUM OF AGREEMENT

Mr. Hugh Kyle
National Representative
C.A.W.

Dear Mr. Kyle

Re: OVERTIME

The Company and the Union agree that the Company will only schedule a maximum of five (5) hours as an overtime shift on Saturdays.

It is understood and agreed that the terms and provisions of this Letter of Understanding shall form part of the Collective Agreement between the Company and the Union for the term specified in the Collective Agreement dated July 1, 1989.

Mark Lawrie, Vice President, Operations
Union Chairman

EXHIBIT 5
MEMORANDUM OF AGREEMENT

Mr. Hugh Kyle
National Representative
C.A.W.

Dear Mr. Kyle

Re: OVERTIME - LETTER OF UNDERSTANDING

During the current negotiations, the Union sought a statement of understanding concerning the practice followed by the Company in the administration of overtime assignments.

The Company understands that the Union and employees agree they will not use concerted effort to refuse to work overtime when requested to do so.

The Company, however, recognizes that qualified employees may refuse to work overtime and junior employees in the classification may be required to work if all senior employees refuse. Overtime work in any job classification shall be divided as equally as reasonable among qualified employees working in that classification.

It is understood and agreed that the terms and provisions of this Letter of Understanding **shall** form part of the Collective Agreement between the Company and **the** Union for the term specified in the Collective Agreement dated July 1, 1989.

Mark Lawrie, Vice President, Operations
Union Chairman

EXHIBIT 6
MEMORANDUM OF AGREEMENT

Mr. Hugh Kyle
National Representative
C.A.W.

Dear Mr. Kyle

Re: INVENTORY OVERTIME ASSIGNMENT

During the current negotiations, the Union sought a statement of understanding concerning the practice followed by the Company in the administration of overtime on inventory assignments.

The Company will distribute the overtime equally over the term of the Collective Agreement to all employees, based on ability to inventory.

It is understood and agreed that the terms and provisions of this Letter of Understanding shall form **part** of the Collective Agreement between the Company and the Union for the term specified in the Collective Agreement dated July 1, 1989.

Mark Lawrie, Vice President, Operations
, Union Chairman

EXHIBIT 7
MEMORANDUM OF AGREEMENT

Mr. Hugh Kyle
National Representative
C.A.W.

Dear Mr. Kyle

Re: TRANSFER OF MACHINE OPERATORS

During the current negotiations, the Union sought a statement of understanding concerning the practice followed by the Company in the transfer of Machine Operators.

It is understood by the Union and employees that the practice followed by the Company in the assignment of Machine Operators will continue as in the past, except: When a work reduction in the scheduled workload of a work area takes place, the senior employees in the affected work area shall receive preference for the transfer. If no senior employees elect to transfer, the most junior employee of the affected area shall transfer.

It is understood and agreed that the terms and provisions of this Letter of Understanding shall form part of the Collective Agreement between the Company and the Union for the term specified in the Collective Agreement dated July 1, 1989.

Mark Lawrie, Vice President, Operations
Union Chairman

EXHIBIT 8
MEMORANDUM OF AGREEMENT

Mr. Hugh Kyle
National Representative
C.A.W.

Dear Mr. Kyle

Re: TECHNOLOGICAL CHANGE

During the recent set of negotiations, the Union sought an understanding with regards to the training of employees necessitated by the installation of new equipment.

The Company will discuss with the Union the training required to operate the new equipment prior to the installation of such equipment and jointly work out the training program for any affected employees.

It is agreed that the provisions of this Letter of Understanding shall form part of the Collective Agreement between the Company and the Union for the duration of its current term.

Mark Lawrie, Vice President, Operations
Union Chairman

EXHIBIT 9
MEMORANDUM OF AGREEMENT

Mr. Hugh Kyle
National Representative
C.A.W.

Dear Mr. Kyle

Re: REINSTATED GRIEVANCE

During negotiations of this Collective Agreement, the parties acknowledged the desirability of ensuring prompt, fair and final resolution of employee grievances. The parties also recognized that the maintenance of a stable, effective and dependable grievance procedure is necessary to implement the foregoing principle to which they both subscribe. Accordingly, the parties view any attempt to reinstate a grievance properly disposed of as contrary to the purpose for which the grievance procedure was established and violative of the fundamental principles of collective bargaining.

However, in those instances where the National Union (CAW - Canada) by either its (i) Executive Boards, (ii) Public Review Board, or (iii) Constitutional Convention Appeals Committee has reviewed the disposition of a grievance and found that such disposition was improperly effected by the Union or a Union representative involved, the National Union may inform the Vice President of Manufacturing in writing that such grievance is reinstated in the grievance procedure at the step at which the original disposition of the grievance occurred.

EXHIBIT 9

It is agreed, however, that the Company will not be liable for any claims for damages, including back pay claims, arising out of the grievance that either (i) are already barred under the provisions of the aforementioned agreement at the time of the reinstatement of the grievance or (ii) that relate to the period between the time of the original disposition and the time of the reinstatement as provided herein. It is further agreed that the reinstatement of any such grievance shall be conditioned upon the prior agreement of the Union and the employee or employees involved that none of them will thereafter pursue such claims for damages against the Company in the grievance procedure, or in any court or before any federal, provincial, or municipal agency.

Notwithstanding the foregoing, a decision by an arbitrator on any grievance shall continue to be final and binding on the Union and its members, the employee or employees involved and the Company, and such grievance shall not be subject to reinstatement.

This letter is not to be construed as modifying in any way either the rights *or* obligations of the parties under the terms of the aforementioned Collective Agreement except as specifically limited herein, and does not affect actions thereof that cancel financial liability or limit the payment of retroactivity of any claim, including claims for back wages, or that provide for the final and binding nature of any arbitrator's decision or other grievance resolutions.

It is understood that this Letter of Agreement and the Company's obligation to reinstate grievances as provided herein can be terminated by either party upon thirty (30) days notice in writing to the other.

Mark Lawrie, Vice President, Operations
Union Chairman

EXHIBIT 10
LETTER OF UNDERSTANDING

Mr. Hugh Kyle
National Representative
C.A.W.

Dear Mr. Kyle

Re: MACHINE OPERATOR SETUP

The parties agree, on a non-contract basis, to the following:

To minimize downtime and increase productivity, a Machine Operator will, in addition to his normal work, be expected with proper instruction to perform setup of the piece of equipment that he is operating, provided no hand held tools are required.

In conjunction with this, the parties will develop a cross training program for setup employees.

Mark Lawrie, Vice President, Operations
, Union Chairman

EXHIBIT 12
LETTER OF UNDERSTANDING

Mr. Hugh Kyle
National Representative
C.A.W.

Dear Mr. Kyle

Re: SUBCONTRACTING

During the negotiations ~~the~~ parties addressed the issues around subcontracting **at** length.

Where time permits the Company will discuss subcontracting in advance with the Union Committee and the parties will consider the following principals:

- economics
- completing the work in the necessary time frame
- availability of employees for other necessary work
- ability of employees to do the work
- utilization of company resources and space for other purposes
- customer delivery requirements

Mark Lawrie, Vice President, Operations

